



Gujarat Metrorail Corporation (GMRC) Limited
(SPV of Govt. of Gujarat and Govt. of India)

Tender No. GMRC/TPA/R&R/2021
Date: 14-10-2021

“Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II”



Issued by

Gujarat Metro rail Corporation (GMRC) Limited

(SPV of Govt. of Gujarat and Govt. of India)

Formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd.

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

Website: www.gujaratmetrorail.com

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Disclaimer

The information contained in this Request for Proposal document ("**RFP**") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Gujarat Metrorail Corporation (GMRC) Limited., or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Gujarat Metrorail Corporation (GMRC) Limited to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Gujarat Metrorail Corporation (GMRC) Limited, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The Gujarat Metrorail Corporation (GMRC) Limited, also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Gujarat Metrorail Corporation (GMRC) Limited, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Gujarat Metrorail Corporation (GMRC) Limited, is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Gujarat Metrorail Corporation (GMRC) Limited, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Gujarat Metrorail Corporation (GMRC) Limited, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Gujarat Metrorail Corporation (GMRC) Limited, shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process

Glossary

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable	Laws As defined in Schedule-2
Applicant	As defined in Clause 2.1.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Award	As defined in Clause 9.4.3 of schedule 2
Bid Security	As defined in Clause 2.20.1
GMRC	As defined in Clause 1.1.1
Conditions of Eligibility	As defined in Clause 2.2.1
Confidential Information	As defined in Clause 3.3 of Schedule 2
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	Para 1 of Schedule - 1
Consultant	Para 1 of Schedule - 1
CV	Curriculum Vitae
Deliverables	As defined in Para 4 of Schedule-1
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Feasibility Report or FR	As specified in Clause 1.2
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Inception Report	As specified in Para 4 of Schedule-1
Key Personnel	As defined in Clause 2.1.4
LOA	Letter of Award / Acceptance
Member	As defined in Clause
2.3.3(a)	
Personnel	As defined in Clause 1.1.1(N) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.6 of Schedule-2
Project Team	As defined in Para 6.1 of Schedule 1
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
Rules	As defined in Clause 9.4.1 of Schedule 2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statutory Auditor	An Auditor appointed under
Applicable Laws Subject Person	As defined in 2.3.3 (a)
Sub-Consultant	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in Clause 1.1.3

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

Press Notification:**GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED****(Formerly known as Metro Link Express for Gandhinagar and Ahmedabad (MEGA) Co. Ltd.)**

(A Joint Venture of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, KarmayogiBhavan, Behind NirmanBhavan,

Sector 10/A, Gandhinagar: 382010,

Gujarat, India

TENDER NOTIFICATION No: GMRC/TPA/R&R/2021**Date: 14-10-2021**

E-Tenders are invited from reputed and experienced agencies for the following tender:

Tender Name	Tender Fees
"Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II"	5,000/-

Interested bidders are requested to visit <https://gmrc.nprocure.com> for eligibility criteria, applying/ downloading the tender document. The last date and time for Bid Submissions of Tender is 15:00 Hrs on 09-11-2021.

Any alterations in Eligibility Criteria cum Qualification Requirements, and terms of the Tender Document, or any amendment to the Tender Document, etc, will be uploaded on <https://gmrc.nprocure.com> and GMRC's Website www.gujaratmetrorail.com without any obligation or press notification or other proclamation.

**Managing Director
GMRC, Gandhinagar**

INVITATION FOR PROPOSAL

1. INTRODUCTION

GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED [formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd] invites Open Tenders under single stage, two packet system from Agencies, who fulfil qualification criteria as stipulated in Minimum Eligibility Criteria, for the work, "Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II"

1.1 Background

1.1.1 Gujarat Metro Rail Corporation (GMRC) Limited was incorporated by the Government of Gujarat to implement Ahmedabad Metro Rail Project, Phase - I. The Company was restructured and with effect from 20th March 2015, the company has been converted into 50:50 SPV of Government of India and Government of Gujarat.

GMRC is implementing Ahmedabad Metro Rail Project Phase - I, Phase – II and Surat Metro Rail Project Phase - I (the "Project") with an objective of providing safe, fast and eco-friendly transportation services to the public at affordable rates while simultaneously reducing congestion on roads.

1.1.2 Key details :

The details of the tenders are as follows:

A. Tender No.	GMRC/TPA/R&R/2021
B. Name of Work	Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II
C. Estimated Cost	INR 66.67 Lakhs
D. Completion Period of work	24 months (2 years) from issuance of LOA/ Date of commencement.
E. Tender Fees (Non-refundable)	INR 5,000/- only inclusive of GST (Rupees: Twenty Five Thousand only) [Demand Draft /Banker's cheque drawn on a Scheduled Commercial Bank based in India and should be in favour of "GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED]
F. Undertaking for Tender Security /EMD	Bidders shall upload scanned copy of Undertaking for Tender Security Declaration as per Appendix – I, Form no.-17 at the time of online bid and physical submission. If Undertaking for Tender / Bid Security Declaration is not submitted or is not in prescribed format then such bids shall be considered ineligible and summarily rejected
G. Last date of submission of queries/ Clarification from Tenderers	22-10-2021 up to 17:00 hrs <ul style="list-style-type: none"> • Queries/clarifications from bidders after due date and time shall not be acknowledged. • The bidder shall submit their queries through E-mail to snehal.shah@gujaratmetrorail.com on or before 22-

	10-2021 in excel format as given in Appendix – I, Form – 19
H. Last Date and time of submission of E-Tender	Date: 09-11-2021, 15:00 Hrs. <ul style="list-style-type: none"> • Financial / Price Bid is to be filled up on the online portal https://gmrc.nprocure.com as mentioned in financial bid format <p>A. Technical Bid is to be submitted online as well as physically at the address mentioned below</p>
I. Opening of Technical Bid	On the last day of submission of Filled-In Technical Bid at 15:30 Hrs. (IST)
J. Presentation of Technical Proposal	To be declared
K. Date and Time of opening of online Financial bid	Will be intimated later to technically qualified bidders through e-mail/ letter.
L. Financial Evaluation	The financial evaluation will be in accordance with para 6.9.1 of LCS selection of “Manual for Procurement of consultancy and other services 2017”
M. Venue of physical submission of Tender fees, Bid Security and Technical Bid	Sr. DGM - Civil & Procurement, GUJARAT METRO RAIL CORPORATION (GMRC) LIMITED. (A SPV of Govt. of Gujarat and Govt. of India) Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar: 382010, Gujarat, India
N. Tender validity	90 days from its submission date
O. Bid Security validity	90 + 30 = 120 days from the last date of submission of technical bid.
P. Performance Guarantee	3% of Contract Value

*As per MSME Act 2012 and amendment thereof, any consultancy firms who are specifically registered for tendered stores as per specification of Tender Enquiry under MSME / NSIC (i.e. National Small Industries Corporation) are exempted in submission of Tender Fees and Tender Security subject to submission of valid registration certificate as on the date of tender submission.

Notes to Bidders:

- (a) The tenderer may download the tender document along with Addendum (if any) from (n) Procurement's site <https://gmrc.nprocure.com> and GMRC's Website www.gujaratmetrorail.com. The interested tenderer shall submit the same with tender submittal untampered, duly signed and stamped on each page.
- (b) Any alterations in Eligibility Criteria and terms of the Tender Document, or any amendment to the Tender Document, etc. will not be published in the newspapers but the same will be uploaded on (n)Procurement and GMRC website, as mentioned above.
- (c) The tenderers may obtain further information/clarification, if any, in respect of these

tender documents from the office of Managing Director, [Attn: Sr. DGM (Civil & Proc.)], Gujarat Metro Rail Corporation (GMRC) Limited, formerly known as Metro-Link Express for Gandhinagar and Ahmedabad (MEGA) Company Ltd., Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan, Sector 10/A, Gandhinagar – 382010, Gujarat, India, Gujarat. Contact No. 079-232-48572, email id: snehal.shah@gujaratmetrorail.com.

- (d) GMRC reserves the right to accept or reject any or all proposals without assigning any reasons. No tenderer shall have any cause of action or claim against the GMRC for rejection of his proposal.
- (e) GMRC also does not bind itself to accept the lowest rate. GMRC shall award of work after evaluation looking into feasibility, capacity and competency of the agency.
- (f) If any Scheduled event(s) of tender activity falls on public holiday, then the same will be conducted on the next working day at the same mentioned time.
- (g) Our Contact person for this tender is Sr. DGM (Civil & Proc.) with mail-ID snehal.shah@gujaratmetrorail.com, Telephone +91 79 23248572, Extension 527

1.1.3 In pursuance of the above, the GMRC has decided to carry out the process for selection of a qualified and experience entity (the consultant) for carrying out third party auditing of R&R activities associated with the projects. The consultant will render all technical services for preparation of monthly and Quarterly progress Reports in accordance with Terms of Reference specified at schedule - 1 (the "TOR").

1.2 Request for Proposal

The GMRC invites Proposals (the "Proposals") for selection of Consultant, who shall develop the appropriate structure for "Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II".

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the GMRC and the Project sites, sending written queries to the GMRC.

1.4 Sale of RFP Document

RFP document can be downloaded from N Procurement Site (i.e. <https://gmrc.nprocure.com>) or GMRC's website of the GMRC, www.gujaratmetrorail.com. The Applicant shall submit a bid processing / tender fee of Rs. 5,000/- only along with the tender submission in the form of a demand draft or banker's cheque drawn in favour of Gujarat Metro Rail Corporation (GMRC) Limited payable at Gandhinagar / Ahmedabad along with the technical bid document.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date / Bid Submission date.

1.6 Brief description of the Selection Process

The GMRC has adopted a two stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical and financial bids. In the first stage, a technical evaluation will be carried out as specified in Clause 3. Based on the technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3 A, B & C. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. The first ranked Applicant shall be selected for award of contract (the "Selected Applicant / Consultant") while the second ranked Applicant will be kept in reserve.

1.7 Payment to consultant

1.7.1 For the purposes of technical evaluation of Applicants, only INR will be considered as the applicable currency.

1.7.2 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The schedule as mentioned at 1.1.2, Key details will be adhered for the selection process of the consultant.

1.9 Pre-Proposal visit to the Site and inspection of data

The bidder is advised to visit and examine the land parcel and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the Contract. The cost of visiting the site and collecting the relevant information / data shall be at the bidder's own expenses. It is a conditions of the RFP that the tenderer is deemed to have visited the suite and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

1.10 Deleted**1.11 Communications**

1.11.1 All communications including the submission of Proposal should be addressed to:

Sr. DGM (Civil & Proc.)
Gujarat Metrorail Corporation (GMRC) Limited (SPV of Govt. of Gujarat and Govt. of India)
Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,
Sector 10/A, Gandhinagar: 382010,Gujarat, India
snehal.shah@gujaratmetrorail.com

1.11.2 The information related to RFP can be found on website of Gujarat Metro Rail Corporation Limited at <http://www.gujaratmetrorail.com> and on N Procurement portal (i.e. <https://gmrc.nprocure.com>)

1.11.3 All communications, including the envelopes, should contain the following information, to be Marked as:

RFP Notice. GMRC/TPA/R&R/2021

“Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II”

1.11.4 Corrigendum / Addendum / Clarifications

Any Corrigendum / Addendum / Clarifications issued by GMRC for the RFP shall be published only on GMRC's website (i.e. <https://www.gujaratmetrorail.com>) and N Procurement portal (i.e. <https://gmrc.nprocure.com>). No separate information shall be communicated to individual bidders.

1.11.5 The bidder to ensure that submission of Technical Bid is to be made Online & in Physical form. There shall not be any change to technical bid submitted Online & Physical. In case of any discrepancy in submission of Technical Bid between physical and online form, the Technical Bid submitted online will prevail and will be considered for evaluation.

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP. The term applicant (the “**Applicant**”) means the Sole Firm / Company as the case may be. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process as individually (the “**Sole Firm**”) in response to this invitation. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. **The tenderer may note that participation in JV / Consortium is not permitted.**

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the **GMRC** through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the **GMRC**'s decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Part-2 of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II. The submission of technical & financial proposal are mentioned as below;

(a) Technical Bid is to be submitted physically at the address mentioned below & is also to be uploaded online at <https://gmrc.nprocure.com>.

(b) Financial Bid is to be filled up on the online portal <https://gmrc.nprocure.com> as mentioned in financial bid submission. The format of submission of financial bid is similar to the Appendix-II of this document. The bidder may note that the financial bid is not to be submitted in physical mode.

Upon selection, the Applicant/Bidder shall be required to enter into an agreement with the GMRC in the form specified at Schedule-2.

2.1.4 Key Personnel

The Consultant shall form a multi-disciplinary team for undertaking this assignment. The detail of key personnel, qualification and experience etc. may be referred at Clause 3 (B).

2.2 Minimum conditions of Eligibility of Applicants / Bidders

2.2.1 Consultants must read carefully the minimum conditions of eligibility provided herein. Bids of only those Bidders who satisfy the Conditions of Eligibility will be considered for further evaluation.

2.2.2 To be eligible for evaluation of its Bid / Proposal, the Bidder / Applicant shall fulfil the following:

a) The Bidder shall be a Consultant of repute and a proven track record of working on similar assignments. Consortium shall not be allowed;

b) The Bidders shall not be blacklisted by any Government Agency in India at the time of Due Date of Bid submission;

c) The Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central / State Government, any PSU in India;

d) Not Used

e) The Bidder should have completed at least 1 (one) work of third party auditing consultancy services of Rehabilitation & Resettlement activities during the past 10 years in India ending last day of the month previous to the month of tender submission.

f) Bidder from a country, which shares a land border with India;

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (i.e. Department for Promotion of Industry and Internal Trade – DPIIT). The detail circular may be referred on this website: <https://doe.gov.in/procurement-policy-divisions>.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or

2. Voting agreements;

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

g) The tenderer will follow the "Public Procurement (Preference to Make in India), Order 2017" as per office order No. P-45021/2/2017-B.E.-II dated 15 June 2017 as revised vide orders dated 4 June 2020, 16 September 2020 and any other order thereof issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Govt. of India,

Any other instruction(s) or order(s) issued by Government in this regard shall be complied with by the tenderer. The Consultant shall also abide by any applicable order(s) or instruction(s) issued by Government of India for compliance in this regard. The minimum local content for this tender is 50% and the Margin of purchase preference shall be 20% for the subject tender. An undertaking (Appendix - I, Form 22) in this regards to be given by tenderer while submitting the bid.

The tendered is required to submit necessary supporting documents with respect to eligibility of above mentioned criteria in their submission under separate head. The supporting document must be furnished for all the assignments showcased such as duly signed work order/ agreement/ certificates received from the clients establishing the provision of consulting services, wherever it is applicable.

2.2.3 The Applicant should submit a Power of Attorney (PoA) as per the format at Form-4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Application is signed as a partner of the Applicant, in case the Applicant is a partnership firm or limited liability partnership. The authority to the person issuing the PoA shall be established through a copy of the board resolution.

2.2.4 Any entity which has been barred by the Government of India, any State

Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

- 2.2.5 An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 2.2.6 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.
- 2.2.7 The applicant, who intends to participate in the bidding process may submit the contact details in form-18, within one week of downloading the document, for pre-submission communications.

2.3 Conflict of Interest

The consultant is required to provide professional, objective and impartial advice, at all times holding the Employer's interests paramount. The Consultant should strictly avoid conflicts with other assignments or his/its own corporate interests and acting without any consideration for future work. The Consultants shall not be recruited for any assignment that would be in conflict with their prior or current obligations to other clients / employer, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

Without limitation on the generality of the foregoing, the consultant and any of their associates shall be considered to have a conflict of interest and shall not be recruited under any of the circumstances set forth below:

- i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment and/or supply of services other than consulting; or
- ii) If a consultant is associated with or affiliated to a contractor or manufacturer for this project; or
- iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Proposal cover letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years, that may emerge from this assignment (including bidding for any part of the future project). The Consultant selected to undertake this assignment will give an appropriate undertaking to such effect, while signing the agreement; or
- iv) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such consultant shall not be recruited for the relevant assignment.

A Consultant cannot be recruited to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment or to proof check the designs for the same project. Similarly, a Consultant assisting a client in privatization of

public assets shall neither purchase nor advise purchasers of such assets or a Consultant hired to prepare Scope of Work for an assignment shall not be recruited for the assignment in question.

Notwithstanding the Conflict of interest provisions / definition as above, the consultancy firm that will carry out third party auditing under this tender will not be allowed to participate in DDC, GEC and /or supply of goods / works etc. However, for the scope of their Project(s), post this studies i.e. DDC, GEC, Works, goods etc. the definition of Conflict of Interest as above will apply for these tenders.

2.4 Number of Proposals

No Applicant or its Associate shall submit more than one Application for the Consultancy. The tenderer may note that participation in **JV / Consortium** is not permitted.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the **GMRC**, Project site etc. The **GMRC** will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the **GMRC**, and collection of preliminary data required, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

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

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

2.8 Right to reject any or all Proposals

- 2.8.1 Notwithstanding anything contained in this RFP, the **GMRC** reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 Without prejudice to the generality of Clause 2.8.1, the **GMRC** reserves the right to reject any Proposal if:
- (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the **GMRC**, the supplemental information sought by the **GMRC** for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the **GMRC** reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the **GMRC**, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

- 2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

1. Scope of work

2. Form of Agreement

- Annex-1 : Terms of Reference
- Annex-2 : Deleted
- Annex-3 : Deleted
- Annex-4 : Approved Sub-Consultant(s)
- Annex-5 : Cost of Services
- Annex-6 : Schedule of Delivery and Payment
- Annex-7 : Bank Guarantee for Performance Security

3. Guidance Note on Conflict of Interest Appendices

Appendix-I: Technical Proposal

Form 1	: Letter of Proposal
Form 2	: Particulars of the Applicant
Form 3	: Statement of Legal Capacity
Form 4	: Power of Attorney
Form 5	: Financial Capacity of Applicant
Form 6	: Particulars of Key Personnel
Form 7	: Proposed Methodology and Work Plan
Form 8	: Abstract of Eligible Assignments of Applicant
Form 9	: Deleted
Form 10	: Eligible Assignments of Applicant
Form 11	: Deployment of Personnel
Form 12	: Survey & field investigation
Form 13	: Undertaking for Corrupt & Fraudulent Practice
Form 14	: Undertaking for Downloaded Tender Document
Form 15	: Proposal for Sub-Consultant(s)
Form 16	: Unconditional Bank Guarantee in lieu of retention money
Form 17	: Undertaking of Tender / Bid Security Declaration
Form 18	: Contact Details Form
Form 19	: Form for seeking queries
Form 20	: Check List –for submission of Bid Physically & Online
Form 21	: Undertaking
Form 22	: Undertaking as per Clause 2.2 (g)

Appendix-II: Financial Proposal

Form 1	: Covering Letter
Form 2	: Financial Proposal

2.10. Clarifications

2.10.1 Applicants requiring any clarification on the RFP may send their queries to the GMRC in writing, as per the form-19, before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

Queries/Request for Additional Information concerning RFP for “Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II”.

Alternatively, the queries can be e-mailed to the address given in the RFP. The **GMRC** will endeavor to respond to the queries within the period specified therein but not later than 14 (fourteen) days prior to the Proposal Due Date. The responses / clarifications will be uploaded on GMRC’s website and N Procurement site (i.e. <https://gmrc.nprocure.com>).

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

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the **GMRC** may, for any reason, whether at its own initiative or in response to clarifications requested by an

Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the GMRC site and N Procurement portal.

2.11.2 All such amendments will be notified / Uploaded on GMRC site and N Procurement portal, the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the **GMRC** may, in its sole discretion, extend the Proposal Due Dates.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

2.13.1 The Applicant shall provide all the information sought under this RFP. The **GMRC** would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The proposal is invited in two parts i.e. (a) Technical Bid (physical & online form) (b) Financial bid (online only). The Applicant shall prepare one original set clearly marked as "ORIGINAL", along with copy Documents, marked "COPY".

(a) Technical Bid (to be submitted in physical form & online)

Technical Bid shall be submitted in three separate Envelope duly completed in all respects. These three envelopes will be wrapped in an outer envelope addressed to designated officer, duly super scribing on top the Tender Notice No., Tender No., name of the work, time and date of submission. The envelope should also bear the name and address of the Tenderer.

Envelope – 1, should marked as "Tender Fees and EMD (Earnest Money Deposit) / Tender Guarantee declaration",

Envelope – 2, should marked as "Technical Bid" containing documents in terms of para 2.14 (i.e. Technical Proposal). The submissions in Envelope – 2 are to be given in spiral / binder book with index, page numbering.

Envelope – 3, should marked as "Tender Document" containing the unfilled copy of Tender Document signed and stamp as token of acceptance of all terms and conditions mentioned in tender document

Hence, the outermost envelope/package will contain three sealed inner envelopes.

The name of the Proforma / Envelope to be mentioned clearly in words Envelope – 1, “Tender Fees & Undertaking of Tender security”, Envelope – 2, “Technical Bid” and Envelope – 3 “Tender Document” as the case may be on the top of the respective Proforma / Envelope.

These three envelopes to be placed in a single cover clearly written on the top as “Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II” which should be submitted in physical form on or before the last date and time of tender submission. Late submission of tenders will not be accepted.

The Bid duly completed in all respects with the inscription as mentioned above should be submitted on or before the last date and time of submission to Sr. DGM (Civil & Procurement) at office address mentioned in the NIT, Key details.

Each and every page of these submission (i.e. Technical Bid, Envelope – 1 to 3) must be signed, stamped by the authorised person of the Agency.

(b) Financial bid (to be submitted online only)

Financial Bid is not to be submitted in physical form as it has to be filled up on portal online at <https://gmrc.nprocure.com>. Financial Bids of those bidders who qualify in the Technical evaluation as per the criteria laid down in the document shall only be opened online.

The tender form for the financial bid is prescribed in tender / RFP document as ‘Online financial proposal’.

- 2.13.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP and clearly marked "ORIGINAL". In addition, the Applicant shall submit 1 (one) copy of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail. No modifications or alterations are permitted on RFP document including all Annexures, Appendices and Forms.
- 2.13.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other change made on the printed/typed/written documents shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
 - (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (c) by a duly authorized person holding the Power of Attorney, in case of a Limited

Company or a corporation; or

- (d) JV / Consortium not applicable

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in Appendix-I (Form 4) shall accompany the Proposal.

- 2.13.4 Applicants should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP or in the matters related to confirmation of legal aspects, no supplementary material will be entertained by the **GMRC**, and that evaluation will be carried out only on the basis of documents received by the closing time of Proposal Due Date as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the **GMRC** reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.23.

2.14 Technical Proposal

- 2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the "**Technical Proposal**").

- 2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) Tender Fees is submitted along with bid submission.
- b) The Bid Security (i.e. Tender Security Declaration) is provided;
- c) All forms are submitted in the prescribed formats and all the pages of the RFP, Corrigendum, Addendum and reply to queries submitted by tenderer shall be signed and stamped by tenderer or his representative holding the power of attorney (Enclosed the original Power of Attorney).
- d) Power of Attorney in original, duly attesting the specimen signature of the person signing the bid documents, along with copy of board resolution in support of the person issues the PoA, if applicable, is executed as per Applicable Laws;
- e) The technical capacity shall be evidenced through a copy of contract agreement/client's Completion certificate/certificate from company's Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant, clearly indicating the requirements sought under this RFP. The completed project shall be evidenced through client's completion certificate/certificate from client/company's Auditor/Company Secretary/Chief Financial officer or from a Chartered Accountant, clearly indicating that all the deliverables of the eligible projects have been submitted to the client.
- f) CVs of all professional personnel have been included. The CVs have been recently signed and dated in blue ink by the respective Personnel / signed fax copy/ electronically signed and counter signed by the authorized representative of the Applicant in original.
- g) The CVs shall contain or accompany with an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP
- h) Professional Personnel proposed are meeting the conditions of eligibility and have good working knowledge of English language;
- i) Copy of educational certificates of professions, supporting the eligibility criteria is provide

- j) No Key Personnel should have attained the age of **60 (Sixty Five) years** at the time of submitting the proposal;
- k) The proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14.2 shall make the Proposal liable to be rejected.

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

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

2.14.6 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/ support staff (the "**Support Personnel**") such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy.

2.14.8 The **GMRC** reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the **GMRC** to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the **GMRC** there under.

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

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

2.15 Financial Proposal

2.15.1 Applicants shall submit the financial proposal on N Procurement portal only (<https://gmrc.nprocure.com>). The formats to be filled on N Procurement portal is given

at Appendix-II (the "**Financial Proposal**"). In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Professional and Support Personnel (Expatriate and Resident, in the field, office etc) and overhead expenditure such as travel, accommodation, office space and equipments, printing and stationaries, surveys etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses, excluding tax liabilities. For the avoidance of doubt, it is clarified that all taxes, as applicable will be reimbursed. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Technical Proposal

2.16.1 The Applicants shall submit the Technical Proposal in online form on N Procurement site (i.e. <https://gmrc.nprocure.com>) as well as in physical form. The due date for submission of the proposal in online and physical form is same as mentioned in 1.1.2 Key Details.

The physical submission must be bound / spiral form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorised Representative of the Applicant as per the terms of the RFP. In case the proposal is submitted on the document downloaded from Official Website, the Applicant shall be responsible for its accuracy and correctness as per the version uploaded by the **GMRC** and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the **GMRC**, the latter shall prevail.

2.16.2 The Proposal shall be sealed in an outer envelope which will bear the address of the **GMRC**, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Applicant. It shall bear on top, the following: "Do not open, except in presence of the Authorised Person of the **GMRC**" If the envelope is not sealed and marked as instructed above, the GMRC assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

2.16.3 The Technical Submission details including tender fees, EMD / Tender Guarantee and other submission to be made envelope wise are mentioned at para 2.13.1.

- 2.16.4 The Technical Proposal shall be printed / typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons signing the Proposal.
- 2.16.5 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.16.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Feasibility Report by the **GMRC** and discharge of all obligations of the Consultant under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted at or before **3.00 PM** on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The **GMRC** may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants.

2.18 Late Proposals

Proposals received by the **GMRC** after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.19 Modification/ substitution/ withdrawal of Proposals

- 2.19.1 The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the GMRC prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
- 2.19.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 2.19.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the **GMRC**, shall be disregarded.

2.20 Bid Security

- 2.20.1 The Tenderer shall submit with his Tender an "Undertaking for Tender Security Declaration" as per Appendix – I, Form – 17.

- 2.20.2 Any Bid not accompanied by the Bid Security (i.e. Tender Security Declaration) shall be rejected by the **GMRC** as nonresponsive.
- 2.20.3 The **GMRC** shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- 2.20.4 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the **GMRC's** any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the **GMRC** as the mutually agreed pre-estimated compensation and damage payable to the **GMRC** for, *inter alia*, the time, cost and effort of the **GMRC** in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in Section 4 of this RFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 2.24.1;
 - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 2.28 and 2.29 respectively; or
 - (f) If the Applicant is found to have a Conflict of Interest as specified in Clause 2.3
 - (g) If the applicant is found to have modified/alterd any clause(s) and/or condition(s) of RFP, diluting the substance of the RFP document.

2.20.5 Performance Security

The successful bidder shall furnish a Performance Security, in the form of a bank guarantee or a demand draft, valid for a period of 6 months beyond the completion period respectively, from a scheduled bank in India, for an amount equivalent to 3% (Three percent) of the contract amount mentioned in the letter of Acceptance, subsequent to acceptance of LoA by the successful Applicant. The Applicant, by submitting its application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 The **GMRC** shall open the Technical at **1530 hrs** on the Proposal Due Date (specified for each in Clause 1.1.2), at the place specified in Clause 1.1.2 and in the presence of the Applicants who choose to attend.
- 2.21.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.19 shall not be opened.
- 2.21.3 Prior to evaluation of Proposals, the **GMRC** will determine whether each Proposal is responsive to the requirements of the RFP. The **GMRC** may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;
 - (b) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.17;
 - (c) it is accompanied by the Bid Security as specified in Clause 2.20.1 and RFP Processing fee.
 - (d) it is signed, sealed, bound together in cover and marked as stipulated in Clauses 2.13 and 2.16;
 - (e) it is accompanied by the Power of Attorney in original as specified in Clause 2.2.3;
 - (f) it contains all the information (complete in all respects) as requested in the RFP;
 - (g) it does not contain any condition or qualification; and
 - (h) it is not non-responsive in terms hereof.
- 2.21.4 The **GMRC** reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the **GMRC** in respect of such Proposals.
- 2.21.5 The **GMRC** shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, the **GMRC** shall prepare a list of pre-qualified and shortlisted Applicants in terms of Clause 3.2 for opening of their Financial Proposals. The date, time and venue will be notified to all selected Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Applicants along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The **GMRC** will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3.
- 2.21.7 Applicants are advised that Selection will be entirely at the discretion of the **GMRC**. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.
- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the **GMRC**, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

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

2.23 Clarifications

2.23.1 To facilitate evaluation of Proposals, the **GMRC** may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the GMRC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the **GMRC** may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the **GMRC**.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re- confirming the obligations of the Consultant under this RFP, unless the bid price is substantially front loaded in the opinion of GMRC. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.. In case the Selected Applicant fails to reconfirm its commitment, the **GMRC** reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.24.2 The **GMRC** will examine the credentials of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the **GMRC**.

2.24.3 The **GMRC** will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the **GMRC**.

2.25 Substitution of Key Personnel

2.25.1 The **GMRC** will not normally consider any request of the Selected Applicant for substitution of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction

of the **GMRC**.

2.25.2 The **GMRC** expects all the Key Personnel to be available during implementation of the Agreement. The **GMRC** will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the **GMRC**. As a condition to such substitution, a sum equal to **10% (ten per cent)** of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be **30% (thirty per cent)** of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Applicant or termination of the Agreement.

2.25.3. Those Key Personnel not found suitable during the course of the agreement shall be replaced by the Consultant immediately to the satisfaction of the **GMRC**.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the **GMRC** for an amount 1 (one) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services provided as per TOR.

2.27 Award of Consultancy

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

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period 30 days of submission of Performance Security or 60 days from the date of issue of the Letter of Acceptance whichever is later. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

2.29 Commencement of assignment

The Consultant shall commence the Services from the issuance of LoA or as per the instruction of employer. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the **GMRC** may invite the second ranked Applicant for negotiations. In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the **GMRC** or submitted by an Applicant to the **GMRC** shall remain or become the property of the **GMRC**. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The **GMRC** will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the **GMRC** in relation to the Consultancy shall be the property of the **GMRC**.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals:

Proposals of only those Applicants who satisfy the Conditions of Eligibility (Clause 2.2- Instructions to Applicant) will be considered for detailed technical evaluation. In the first stage, the technical capability of the applicant will be evaluated and short listed.

3.2 The Technical Proposal will be evaluated based on the following criteria. Each of the parameters is detailed in the subsequent sections.

S. No.	Evaluation Parameter	Total Marks
A	Firm's Credentials	50 marks
B	Team Composition and Expertise	30 marks
C	Quality of Bid: Approach & Methodology and Presentation	20 marks
	Total	100 marks

A. Technical Scoring Criteria- Firms Credentials (50 marks)

S. No.	Parameter	Marks	Maximum Marks
Financial capacity of the Bidder			
1	Average Annual Turnover from consulting services in the last three Financial years (i.e. 2018 - 19, 2019-20, & 2020-21)	<ul style="list-style-type: none"> • Between INR 30-40 Lakhs : 15 marks • More than INR 40 Lakhs: 20 marks 	20
Experience of the bidder			
2	Experience of the firm in third party auditing/ Monitoring consultancy services related to R&R activities and or Construction Workers Assessment for MRTS/ LRT/ Railway/ Highways/ Infrastructure completed projects	<ul style="list-style-type: none"> • 3 to 5 years : 5 marks • Between 5 to 7 years : 7 marks • More than 7 years : 10 marks 	10
3	Experience of completing projects related to third party Auditing/ Monitoring consultancy services related to R&R activities and or Construction Workers Assessment for MRTS / LRT/ Railways/ Highways/ Infrastructure line projects in India in last 10 years till	<ul style="list-style-type: none"> • 2 Projects: 10 marks • More than 2 Projects: 15 marks <p><i>Additional 05 marks will be given if the bidder has experience of working in a</i></p>	20

	last date of bid submission.	<i>project being financed by International funding agencies/ Banks</i>	
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Notes:

- i) The experience of Government / PSU / Private sector Entities shall be considered for evaluation.
- ii) The ongoing project will be considered if more than 70 percent payment is made by client and the Final study draft has been submitted for approval. In this case, the bidder has to submit the client certificate / CA certificate certifying the 70% payment has been made and the final draft study has been submitted for approval.
- iii) The Applicant should provide details of only those projects that have been undertaken by it under its own name.
- iv) Work done as Sub-Contractor/ Sub-Consultant shall be considered.

B. Team Composition and Expertise (30 marks)

Sr. No	Role	General Qualifications	Scoring	Maximum Marks
1	Project Management Lead- 12 marks	Post-Graduation in relevant discipline: <ul style="list-style-type: none"> • Master of Social work or • Any Master degree in Humanity and Social Science 	This is the qualifying criteria. Proposed CV will be summarily rejected if the criteria is not met and marks will be 0.	-
		Minimum 10 years of Experience in Rehabilitation & Resettlement, Livelihood/ income restoration related activities with research background.	<ul style="list-style-type: none"> • 10-12 yrs. - 3 marks • More than 12 yrs. - 5 marks 	5
		Should have Post-Qualification experience of managing at least 2 similar consulting assignments in Rehabilitation & Resettlement activities with MRTS / Railways/ Highways/ infrastructure line completed projects preferably being funded by International funding agencies/ Banks etc.	<ul style="list-style-type: none"> • 2 assignments- 3 marks • more than 2 assignments- 5 marks <p><i>Additional 02 marks (1 mark for each project for a max. of two projects) will be given if the key Personnel has experience of working in a project being financed by International funding agencies</i></p>	7
Sub-total				12

2	Research Lead- 12 marks	Post-Graduation in Social work or Master degree in Humanity and Social Science or equivalent	This is the qualifying criteria. Proposed CV will be rejected if the criteria is not met and marks will be 0.	-
		Minimum 10 years of Experience in Rehabilitation & Resettlement, Livelihood/ income restoration related activities with research background.	<ul style="list-style-type: none"> 10-12 yrs. – 3 marks More than 12 yrs. – 5 marks 	5
		Should have Post-Qualification experience of managing at least 2 similar consulting assignments in Rehabilitation & Resettlement activities with MRTS / LRT / Railway/ Highways/ infrastructure completed projects preferably being funded by International funding agencies/ Banks.	<ul style="list-style-type: none"> 2 assignment- 3 marks more than 2 assignments- 5 marks <p><i>Additional 02 marks (1 mark for each project, max. of two projects) will be given if the key Personnel has experience of working in a project being financed by International funding agencies</i></p>	7
Sub-total				12
3	Research Assistant- 6 marks	Graduation / Post-Graduation in Social work/ Humanity and Social Science or equivalent	This is the qualifying criteria. Proposed CV will be rejected if the criteria is not met and marks will be 0.	-
		Minimum 3 years of experience in relevant Sector	<ul style="list-style-type: none"> 3-5 yrs. – 4 marks More than 5 yrs. – 6 marks 	6
Sub-total				6
Total marks (B)				30

Note:

- i. The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The following Key Professionals whose experience is briefly described herein would be considered for evaluation. The CVs of the Key Professionals should highlight the relevant experience to be considered for the eligibility and evaluation.
- ii. In addition to the above list of key professionals, the Consultant is required to deploy field workers (2 nos. for Surat project and 1 no. for Ahmedabad Project) which should have at least 2 years’ experience. The CVs of the same needs to be submitted.
- iii. **General Conditions to be fulfilled by Key Staff:**
 - Age of the key professionals should not be greater than 60 years.
 - 50% of the proposed key staff should be the employee of the lead company.
 - Each CVs of key professionals should be signed by authority signatory

C. Quality of Bid (20 marks)

Evaluation Parameters	Maximum Marks
<p>The Bid will be scored by Tender Committee based on the quality of:</p> <ul style="list-style-type: none"> • Understanding of Scope of Work; (Form 7) =5 Marks • Approach & Methodology; (Form 7) =5 Marks • Work Plan; (Form 7) = 5 Marks • Staff scheduling ; (Form 11 & 12) =5 Marks <p>Eligible Bidders will be invited to give a 20 minute *presentation regarding the above points.</p>	20 marks

***Date of presentation to be communicated later. In case GMRC decides not to go for presentation, all 20 marks for “Quality of Bid” shall be evaluated on the basis of Technical Submissions.**

Bidders must score at least 60% in each category (i.e. **A, B & C**) and 70% in total, in order to qualify for the next stage of evaluation.

3.3. Evaluation of Financial Bid

In the second stage, the financial evaluation will be carried out. For financial evaluation, the total cost indicated in the Financial Bid will be considered. GMRC will determine whether the Financial Bids are complete, unqualified and unconditional. The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the financial proposal within the total quoted price shall be that of the Consultant.

The financial evaluation of tender will be in accordance with para 6.9.1 of LCS selection. The criteria for the purpose of guidance is given as below;-

“Under the LCS procedures, the financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract. The CEC will put up a report on financial evaluation of the technically qualified consultants to the competent finance authority along with the recommendation that the least cost proposal (L-1) can be approved / invited for negotiation and for final award of contract”.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the **GMRC** shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the **"Prohibited Practices"**) in the Selection Process. In such an event, the **GMRC** shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the **GMRC** for, *inter alia*, time, cost and effort of the **GMRC**, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the **GMRC** under Clause 4.1 hereinabove and the rights and remedies which the **GMRC** may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the **GMRC** to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the **GMRC** during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the **GMRC** to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **GMRC** who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **GMRC**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the **GMRC** in relation to any matter concerning the Project;
 - (b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's

participation or action in the Selection Process;

- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **GMRC** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1 There is pre-proposal conference scheduled for the study. The interested Applicants can mail the queries to GMRC prior to conference.
- 5.2 The **GMRC** shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6 MISCELLANEOUS

- 6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Gujarat shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2 The **GMRC**, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information to support legal aspects;
 - (c) retain any information and/or evidence submitted to the **GMRC** by, on behalf of and/or in relation to any Applicant; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the **GMRC**, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4 All documents and other information supplied by the **GMRC** or submitted by an Applicant shall remain or become, as the case may be, the property of the **GMRC**. The **GMRC** will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential. The **GMRC** reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- 6.5 GMRC reserve the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

SCHEDULE-1, TERMS OF REFERENCE (TOR)

(See Clause 1.1.3)

“Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II”

TERMS OF REFERENCE

Contents

1. Background
2. Project Brief
3. Objectives of the Consultancy assignment
4. Scope of Services
5. Fees and Duration of the Project
6. Payment Schedule and Rates
7. Framework of Third Party Auditor
8. Deliverables

1. Background

Gujarat Metro Rail Corporation (GMRC) Limited (Formerly known as Metro-Link Express for Gandhinagar And Ahmedabad (MEGA) Company Limited) is a special purpose vehicle (SPV) of Government of India and Government of Gujarat set up for the purpose of implementing the Ahmedabad Metro Rail Project Phase-I, Ahmedabad Metro Rail Project Phase-II and Surat Metro Rail Project Phase-I.

2. Project Brief

The Ahmedabad Metro Rail Project Phase-II, having one corridor with a combined length (including Extension) of 26.91 km which include 22.838 km from Motera Stadium to Mahatma Mandir (Corridor-1) and 5.416 km from GNLU to GIFT City (Corridor-2). Corridor-1 has 20 stations and Corridor-2 has two stations along the route. All stations are elevated.

The Surat Metro Rail project Phase I, having two metro rail corridors with a combined length of 40.35 km. Total 38 stations are proposed consisting of elevated and underground stations. First corridor is proposed from Sarthana to Dream city Line. The length of this corridor will be 21.61 km of which 6.47 km would be underground and the rest 15.14 km will be elevated. Second corridor is from Bhesan to Saroli. The length of this corridor will be 18.74 km, would be completely elevated.

The Gujarat Metrorail Corporation (GMRC) Limited is being financed from Agence Française de Développement ("AFD") and Kreditanstalt für Wiederaufbau (KfW) for Ahmedabad metro Rail Project Phase –II and Surat Metro Rail Project Phase-I. As per the requirement, GMRC Limited needs to Appoint Third Party Auditor for Rehabilitation and Resettlement activities for both projects. As per the draft SIA report, total **118 PAFs** for Ahmedabad Metro Rail Project Phase II and total **676** households for Surat Metro Rail Phase I, are getting affected due to the Metro Alignment, Station Box, Depots etc. The number of affected household/families may vary as per the design if any.

3. Objectives of the Consultancy Assignment

The Third Party Auditor will be coordinating with GMRC & NGO for on-site R&R related activities. This will cover the following, but not limited to:

- a. Preparation of Socio-Economic Baseline Survey and Analysis of Affected PAFs
- b. Preparation of Socio-Economic Mid-line Survey and Analysis of Affected PAFs
- c. Preparation of Socio-Economic End Survey and Analysis of Affected PAFs
- d. Assistance in Income Restoration/ Livelihood restoration etc.
- e. Impact Evaluation - Impact Evaluation needs to be conducted to assess Resettlement Action Plan and its impact.
- f. Regular auditing of GMRC's Contractors and Labour's assessment on project site

4. Scope of Services:

The brief scope of work/ Services of Consultant is as follows:

- i) To review and verify the progress in resettlement implementation as outlined in the Rehabilitation Action Plan (RAP).
- ii) To Audit/ monitor the effectiveness and efficiency of Rehabilitation and Resettlement (R&R) Department and the concerned agency in RAP implementation.
- iii) To assess whether resettlement objectives, particularly livelihoods and living standards of the affected persons have been restored or enhanced.
- iv) To assess resettlement efficiency, effectiveness, impact and sustainability, drawing both on policies and practices and to suggest any corrective measures, if necessary
- v) Conduct both individual and community level impact analysis through the use of formal and informal surveys, key informant interviews, focus group discussions, community public meetings, and in-depth case studies of PAPs and host population from various social classes to assess the impact of resettlement.
- vi) Identify the strengths and weaknesses of basic resettlement objectives and approaches, implementation strategies, including institutional issues, and provides suggestions for improvements in future resettlement policy making and planning
- vii) GMRC's Contractors and labourers' assessment (In detail)
- viii) Submission of Minutes of Meeting of quarterly review meetings with GMRC

5. Fees and Duration of Contract

The consultant's fees shall be inclusive of all the applicable taxes, duties, levies, cesses, etc. except service tax which shall be reimbursed to the consultant as per actuals only upon receipts of having deposited the same is submitted to GMRC.

The total duration of the present assignment shall be **24 months (02 Years)** for Ahmedabad Metro Rail Project Ph-II and Surat Metro Rail Project Ph-I from the issuance of Letter of Acceptance (LoA), extendable to a period depending upon Authority's discretion and mutual consensus.

6. Payment Schedule & Rates:

- a. The payment for items given in Financial Proposal shall be made on the basis of actually execution of work.
- b. The payment shall be made quarter-wise. The Consultant shall submit their quarterly bills (which includes Pay slips of Manpower, administration cost etc.)
- c. The first quarter payment bill be made in advance as a mobilization advance on submission of mobilization advance Bank Guarantee/ Demand Draft/ FDR (BG/DD/FDR would be of value of 1st quarter bill) and the review of the same will be carried out in the subsequent quarter. The validity of the BG may be of more than 6 months.
- d. All subsequent quarter payments will be made after submission of performance and manpower deployment, monthly reports and summary of utilization certificate of the specific quarter wise.

- e. If any item in the submission is not complied due to non-compliance, poor quality of work or lack of manpower deployed, the appropriate amount as decided by GMRC management may be deducted in the payment of the respective quarter.
- f. Any balance amount being left over from the payments being made to consultant may be adjusted in the final installments if to be paid or for the extension of work, whichever is necessary, as per the requirements at that time.
- g. The quoted amount by the bidder will be divided equally to all the subsequent quarters. However, the payment for the same quarter will be made on the basis of actual bills submitted by the consultant. Also, any variation/ deviation etc. in performance and manpower deployment, monthly reports and summary of utilization certificate on monthly basis shall be adjusted in specific quarter's payment.
- h. The Employer may take or change any decision in payment criteria as and when needed.

7. Framework of Third Party Auditor:

Third Party Auditor should have capacity to recruit resources as mentioned below for Surat Metro Project Phase I and Ahmedabad Metro Rail Project Phase II.

Resource Requirement	Eligibility
Third Party Auditor	The Third Party Auditor should have experience in studies related to Livelihood and Income Restoration of Rehabilitated PAFs.
Project Management Lead	Minimum 10 years of Experience in Rehabilitation & Resettlement, Livelihood/ income restoration related activities with research background.
Research Lead	Minimum 10 years of Experience in Rehabilitation & Resettlement, Livelihood/ income restoration related activities with research background.
Other Resources	The TPA should consist of Research Associates, Field staff and Data Operators etc.

**The Research Lead and Project Management Lead would be looking after for both Surat Metro Rail Project phase I and Ahmedabad Metro Rail Project Phase II.*

8. Deliverables:

Deliverables shall be as per Annexure-6 of this Tender/RFP document.

SCHEDULE-2

(See Clause 2.1.3)

“Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II”

CONTRACT AGREEMENT**AGREEMENT No.**

This AGREEMENT (hereinafter called the "**Agreement**") is made on the _____ day of the _____ month of 2021, between, Gujarat Metro Rail Corporation (GMRC) Limited, (a public limited company incorporated under the provisions of the Companies Act, 1956 and existing under the Companies Act, 2013) a 50:50 SPV of Government of India and Government of Gujarat, having its registered office at the Block No.1, First Floor, Karmayogi Bhavan, Sector-10/A, Gandhinagar: 382010 , through its Competent Authority (hereinafter called the "**GMRC or First Party**" which expressions , unless repugnant to the context shall include their respective successors and permitted assigns) on one part

And

M/s. _____ having its registered office at _____, through its Designated Partner/ Authorised Representative/ , (hereinafter called as the "**Consultant or Second Party**", which expressions , unless repugnant to the context shall include their respective successors and permitted assigns) on the other part.

WHEREAS

(A) The **GMRC** vide its Request for Proposal for selection of "Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II", (hereinafter called the "**Project**") by forming Special Purpose vehicle (hereinafter called the **Consultancy**) or as Appropriate vide a notification/advertisement dated Published on the Website of GMRC / leading newspapers in the country;

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

(C) The **GMRC**, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant work mentioned in tender document / ToR vide its Letter of Award dated (the "LOA"); and

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

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

1. GENERAL**1.1 Definitions and Interpretation**

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

assigned to them:

- (a) **"Additional Costs"** means any expenses the consultancy will have to meet after the acceptance of the proposal, at the instance of the GMRC;
- (b) **"Agreement"** means this Agreement, together with all its Annexures;
- (c) **"Agreement Value"** is the value set forth as agreement value in Clause 6.1.2;
- (d) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (e) **"Confidential Information"** shall have the meaning set forth in Clause 3.3;
- (f) **"Conflict of Interest"** shall have the meaning set forth in Clause 3.2 read with the provisions of RFP.
- (g) **"Dispute"** shall have the meaning set forth in Clause 9.2.1;
- (h) **"Effective Date"** means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- (i) **"Expatriate Personnel"** means such persons who at the time of being so hired had their domicile outside India;
- (j) **"Government"** means the Government of Gujarat;
- (k) **"INR, Re. or Rs."** means Indian Rupees;
- (l) **"Member"**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and "Members" means all of these entities;
- (m) **"Party"** means the **GMRC** or the Consultant, as the case may be, and Parties means both of them;
- (n) **"Personnel"** means persons hired by the Consultant or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (o) **"Resident Personnel"** means such persons who at the time of being so hired had their domicile inside India;
- (p) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (q) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (r) **"Sub-Consultant"** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Clause 4.7; and
- (s) **"Third Party"** means any person or entity other than the Government, the

GMRC, the Consultant or a Sub-Consultant.

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

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

- (a) Agreement;
- (b) Annexures of Agreement;
- (c) RFP; and
- (d) Letter of Award / Acceptance.

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of the **GMRC** and the Consultant shall be as set forth in the Agreement, in particular:

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under

or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the **GMRC**; provided that notices or other communications to be given to an address outside India may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Consultant may from time to time specify by notice to the **GMRC**;
- (b) in the case of the **GMRC**, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the **GMRC** with a copy delivered to the **GMRC** Representative set out below in Clause 1.10 or to such other person as the **GMRC** may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in Ahmedabad it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

Deleted

1.10 Authorized Representatives

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

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

To be mentioned by GMRC at time of Signing of Contract Agreement
Gujarat Metrorail Corporation (GMRC) Limited.,

1.10.3 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....
Tel:

Mobile:

Fax:

Email:

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall commence the service as mentioned in LoA or as per the instruction of Employer.

2.2 Commencement of Services

The Consultant shall commence the Services from issuance of LoA or as per the instruction of employer.

2.3 Termination of Agreement for failure to commence Services

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

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall expire when the services have been completed and the period of 90 (Ninety) days has elapsed after all payments due under this agreement, have been made.

2.5 Entire Agreement

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

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

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Agreement

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

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or

task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. The consultant shall be under an obligation to justify the reasonability of the cost incurred and the same shall be admissible for reimbursement, subject to evaluation and approval of by GMRC.

2.7.6 Consultation

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

2.8 Suspension of Agreement

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

2.9 Termination of Agreement

2.9.1 By the GMRC

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

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 30 (thirty) days of receipt of such notice of suspension or within such further period as the **GMRC** may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- (d) the Consultant submits to the **GMRC** a statement which has a material effect on the rights, obligations or interests of the **GMRC** and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its

- Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
 - (g) the **GMRC**, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.9.2 By the Consultant

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

- (a) the **GMRC** fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;
- (b) the **GMRC** is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the **GMRC** of the Consultant's notice specifying such breach;
- (c) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- (d) the **GMRC** fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of rights and obligations

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date

of termination or expiration, or which expressly survive such Termination; (ii) the obligation of confidentiality set forth in Clause 3.3 hereof; (iii) the Consultant's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.6, as relate to the Consultant's Services provided under this Agreement; and (iv) any right or remedy which a Party may have under this Agreement or the Applicable Law.

2.9.4 Cessation of Services

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

2.9.5 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the **GMRC** shall make the payment of remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination, to the Consultant (after offsetting

against these payments any amount that may be due from the Consultant to the **GMRC**):

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to **the conciliation and in the event the conciliation fails or not initiated by the either party then the matter may be refer to** arbitration pursuant to Clause 9.4 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of services to be performed by the Consultant is specified in the Terms of Reference (the "**TOR**") at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

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

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply

after a period of five years from the date of completion of this agreement; provided further that this restriction shall not apply to consultancy/ advisory services provided to the **GMRC** in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the **GMRC** in accordance with the rules of the **GMRC**. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

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

- (a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- (b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- (c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

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

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything contrary contained in this agreement, the **GMRC** shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the **GMRC** shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the **GMRC** towards, *inter alia*, the time, cost and effort of the **GMRC**, without prejudice to the **GMRC's** any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the **GMRC** under Clause 3.2.5 above and the other rights and remedies which the **GMRC** may have under this Agreement, if the Consultant is found by the **GMRC** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date

the Consultant is found by the **GMRC** to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the **GMRC** who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the **GMRC**, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the **GMRC** in relation to any matter concerning the Project;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the **GMRC** under this Agreement;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the **GMRC** with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

3.3.1 The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the **GMRC** to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the **GMRC**, its technology, technical processes, business affairs or finances or any information relating to the **GMRC's** employees, officers or other professionals or suppliers, customers, or Consultants of the **GMRC**; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the **GMRC**.

3.3.2 Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the **GMRC**, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

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

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

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the **GMRC's** property, shall not be liable to the **GMRC**:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 01 (one) time the Agreement Value.

3.5 Insurance to be taken out by the Consultant

3.5.1

- (a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the **GMRC**, insurance against the risks, and for the coverages, as specified in the Agreement and in accordance with good industry practice.
- (b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the **GMRC**, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement. If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the **GMRC** shall, apart from having other recourse, available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the **GMRC**.
- (c) Except in case of Third Party liabilities, the insurance policies so procured shall mention the **GMRC** as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 01 (one) time the cover required hereunder, such insurance policy may not mention the **GMRC** as the sole beneficiary of the Consultant or require an undertaking to that effect.

3.5.2 **The Parties agree that the risks and coverage's shall include but not be limited to the following:**

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of **Rs. 30 (Thirty) Lac**;
- (b) **Employer's liability and workers' compensation insurance** in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) Professional liability insurance for an amount **equal to the Agreement Value**.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 **Accounting, inspection and auditing**

The Consultant shall;

- (i) Keep accurate and systematic accounts and records in respect of services hereunder, in accordance with internationally accepted accounting principles and in such forms and details as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the consultants cost and charges), and

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

3.7 Consultant's actions requiring the GMRC's prior approval

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

- (a) Appointing such members of the Professional Personnel as are not listed in Annex-2.
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Consultant and the terms and conditions of the subcontract shall have been approved in writing by the **GMRC** prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Consultant and its Personnel pursuant to this Agreement; or
- (c) any other action that is specified in this Agreement

3.8 Reporting obligations

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

3.9 Documents prepared by the Consultant to be property of the GMRC

3.9.1 All plans, drawings, specifications, designs, reports data and other documents (collectively referred to as "**Consultancy Documents**") prepared/collected by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the **GMRC**, and the consultant shall, not later than termination / expiration of this agreement, deliver all such documents to GMRC, together with the detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in this Agreement.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this agreement without the prior written approval of GMRC.

3.9.3 Deleted

3.10 Equipment and materials if furnished by the GMRC

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

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the **GMRC**, and officials of the **GMRC** having authority from the **GMRC**, are provided unrestricted access to the Project Office and to all Personnel during office hours. The **GMRC's** official, who has been authorised by the **GMRC** in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the **GMRC** against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey / investigations.

4. CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel are described in Annex-2 of this Agreement.

4.3 Approval of Personnel

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

4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the **GMRC** its proposal along with a CV of such person in the form provided at Appendix-I (Form-12) of the RFP. **GMRC** may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the **GMRC's** consideration. In the event the **GMRC** does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the **GMRC**.

4.4 Substitution of Key Personnel

The **GMRC** expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The **GMRC** will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than two Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the **GMRC**. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to **10% (ten per cent)** of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction shall be equal to **30% (thirty per cent)** of the total remuneration specified for the Key Personnel who is proposed to be substituted. Any further substitution and substitution of the team leader may lead to termination of the Agreement. Those key personnel not found suitable during the course of agreement shall be replaced by the consultant immediately to the satisfaction of the GMRC.

4.5 Working hours, overtime, leave, etc.

Deleted.

4.6 Project Manager / Team Leader

Deleted.

4.7 Sub-Consultants

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

5. OBLIGATIONS OF THE GMRC

5.1 Assistance in clearances etc.

Unless otherwise specified in the Agreement, the **GMRC** shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to land and property

Deleted.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with

respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-5 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "**Agreement Value**"). The Parties agree that the Agreement Value is Rs (Rupees), which does not include the Additional Costs specified in Annex-5 (the "**Additional Costs**").

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clauses 2.6 and 2.7, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of payment

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

6.3 Mode of billing and payment

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

- (a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-6 of this Agreement, subject to the Consultant fulfilling the following conditions:
 - (i) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the **GMRC**, the work pertaining to the preceding stage.
 - (ii) The **GMRC** shall pay to the Consultant, only the undisputed amount. (b) The **GMRC** shall cause the payment due to the Consultant to be made within 30 (thirty) days after the receipt by the **GMRC** of duly completed bills with

necessary particulars complete in all respects (the "Due Date"). Interest at the rate of 10% (ten per cent) per annum shall become payable as from the Due Date on any amount due by, but not paid on or before, such Due Date.

- (c) The final payment under this Clause shall be made only after the physical commencement of the project by the concessionaire and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the **GMRC**. The Services in each stage of payment as specified in Annex 6 shall be deemed completed and finally accepted by the **GMRC** and the deliverables shall be deemed approved by the **GMRC** as satisfactory upon expiry of 90 (ninety) days after receipt of the final deliverable by the **GMRC** unless the **GMRC**, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The **GMRC** shall make the payment upon acceptance or deemed acceptance of the final deliverable by the **GMRC**.
- (d) Any amount which the **GMRC** has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the **GMRC** within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the **GMRC** for reimbursement must be made within 1 (one) year after the agreement period in accordance with Clause 6.3 (d). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 12% (twelve per cent) per annum.
- (e) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the **GMRC** by the Consultant.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 The **GMRC** shall secure the contract by way of performance security (the "Performance Security"), 3% (three per cent) of the contract amount, mentioned in LoA. The Performance Security shall be returned to the Consultant at the end of 3 (three) months after the completion of services and subject to the other provisions of this Agreement.

7.1.2 Deleted.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

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

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, as specified in Annexure 6 liquidated damages not exceeding an amount equal to 0.1% (zero point one per cent) of the Agreement Value per week, subject to a maximum of 10% (ten per cent) of the

Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 **Encashment and appropriation of Performance Security and Retention Amount.**

The **GMRC** shall have the right to invoke and appropriate the proceeds of the Performance Security and Retention Amount, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.3 **Penalty for deficiency in Services**

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the **GMRC**, other penal action including debarring for a specified period may also be initiated as per policy of the **GMRC**.

8. **FAIRNESS AND GOOD FAITH**

8.1 **Good Faith**

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

8.2 **Operation of the Agreement**

The Parties recognize that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. **SETTLEMENT OF DISPUTES**

9.1 **Amicable settlement**

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

9.2 **Dispute resolution**

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

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

9.3 Conciliation

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

9.4 Arbitration

- 9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Ahmedabad and the language of arbitration proceedings shall be English.
- 9.4.2 In case the Agreement Value specified in Clause 6.1.2 of this Agreement does not exceed Rs.1 (one) crore, a sole arbitrator shall be appointed. In case the Agreement Value specified in Clause 6.1.2 of this Agreement is more than Rs.1 (one) crore, an Arbitral Tribunal of three arbitrators shall be appointed. **The Consultant shall have to choose the sole arbitrator from the panel of 3 arbitrator provided by the GMRC. In case of 3 Arbitrator GMRC will provide a panel of 5 arbitrator to the consultant. The consultant shall have to choose one arbitrator from the 5 panel of arbitrators and GMRC will select one arbitrator from the remaining panel. The two chosen arbitrator will select the third arbitrator who will act as a presiding arbitrator. The Fees of Arbitrator- the fees of arbitrator will be shared equally by both the consultant and GMRC.**
- 9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made **subject to rights available under the law**, and the Consultant and the **GMRC** agree and undertake to carry out such Award without delay.
- 9.4.4 The Consultant and the **GMRC** agree that an Award may be enforced against the Consultant and/or the **GMRC**, as the case may be, and their respective assets wherever situated.
- 9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

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

**SIGNED, SEALED AND DELIVERED
DELIVERED**

SIGNED, SEALED AND

For and on behalf of

For and on behalf of

Consultant:

GMRC:

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

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

In the presence of:

9.

2.

In case the Agreement Value specified in Clause 6.1.2 of this Agreement does not exceed Rs. 1 (one) crore, a sole arbitrator shall be appointed. In case the Agreement Value specified in Clause 6.1.2 of this Agreement is more than Rs. 1 (one) crore, a GMRC shall be appointed. ***Depending upon the Agreement Value, one of the two curly parentheses shall be deleted from Clause 9.4.2.*** Further, any change in Contract Agreement before signing will be at discretion of GMRC.

Annexure-1

Terms of Reference

(Refer Clause 3.1.2 of Schedule-2)

(Reproduce Schedule-1 of RFP)

Annexure-2

Deployment of Personnel

(Refer Clause 4.2 of Schedule-2)

(Reproduce the abstract of Form-6 of Appendix-I)

Annexure-3

Deleted

Annexure-4

Approved Sub-Consultant(s)

(Refer Clause 4.7.of Schedule-2)

(Reproduce as per Form-15 of Appendix-I)

Annexure-5

Cost of Services

(Refer Clause 6.1 of Schedule-2)

(Reproduce as per Form-2 of Appendix-II)

Annexure-6

Schedule of delivery and Payment

The total duration of the Consultancy shall be **24 months (02 Years)**, extendable to a period depending upon Authority's discretion and mutual consensus. The consultant shall deliver the following deliverables during the course of this consultancy. The schedule for important deliverables of the consultancy and the payment schedule linked to the specified deliverables is given below:

Item	Cumulative Timeline (From issuance of LoA)	Deliverable
Inception Report	L+ 3 weeks	Submission of Inception Report
Monthly Progress Reports	L+ each month for a period of 24 months	Submission of Monitoring and Compliance Reports
Quarterly Progress Reports	L+ 3, L+6, L+9, L+12, L+15, L+18, L+21 months & L+24 months	Submission of initial Report and Compliance Report

Notes:

- i. L- Date of issuance of LoA.
- ii. All Reports shall first be submitted as draft reports for comments of the **GMRC**. The **GMRC** shall provide its comments no later than 3 (three) weeks from the date of receiving a draft report and in case no comments are provided within such 3 (three) weeks, the Consultant shall finalize its report.
- iii. All the submissions shall be made in hard and soft copies. Hard copies shall be in 2 (Two) sets. Soft copy submissions shall be made in common data Environment of Digital platform being used in the project.
- iv. A Monthly Progress Report (soft copies and 2 hard copies in English)) shall be submitted to GMRC. This Report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed up to the end of the previous month. It should be submitted in a format approved by GMRC and shall contain sections/sub-sections for, but not be limited to, the topics listed below.

It shall describe the status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned and other pertinent activities and shall in particular, address interface issues, problems and resolutions.

Annexure- 7**Bank Guarantee for Performance Security (Refer Clause 7.1.2 of Schedule-2)**

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To,

The Managing Director

[Attn: Sr. DGM (Civil & Procurement)]

Gujarat Metrorail Corporation (GMRC) Ltd.

(SPV of Govt. of Gujarat and Govt. of India)

Block No.1, First Floor, Karmayogi Bhavan, Behind Nirman Bhavan,

Sector 10/A, Gandhinagar: 382010, Gujarat, India

Corporate Identification No (CIN): U60200GJ2010SGC059407

WHEREAS _____ (Name and address of the Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of LOA No.: _____ for "**Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II**" (hereinafter called "the Contract")

AND WHEREAS it has been stipulated by the Employer in the said Contract that the Contractor shall furnish the Employer with a Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Banks) or from a scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule for the sum specified herein as security its due and faithful performance of its obligations in accordance with the Contract.

AND WHEREAS we _____ [Insert name and address of Bank] having registered office at _____ and having the branch at _____ (herein after referred to as the "Bank"), which expression shall unless repugnant to the context of the meaning thereof, include its successors, administrators, executors and assigns do hereby agree to give the Contractor such a Bank Guarantee.

NOW THEREFORE

1. We hereby affirm that we are the Guarantor and responsible to the Employer, on behalf of the Contractor up to a total of INR _____/- (Indian Rupees _____ Only), such sum being payable in the types and proportion of currencies in which the Contract Price is payable and we hereby unconditionally, irrevocably and without demur undertake to immediately pay at Gandhinagar / Ahmadabad Branch to the Employer, upon its first written demand and without cavil or argument any sum or sums within the limits of INR _____/- (Indian Rupees _____) as aforesaid without the Employer needing to prove or to show grounds or reasons for its demand for the sum specified therein.
2. The Employer shall have full rights whatsoever to encash this Bank Guarantee at any time during the validity of the guarantee and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer and any disputes / claim whatsoever in this regard shall only be settled by means of arbitration as provided for in the

Contract and the Employer's decision as to what amount is due to the Employer from the Bank against the guarantee and as to Contractor has committed breach of contract or not, shall be final and binding on the guarantor-Bank and the Contractor shall have no right to interfere with the same and the Bank shall have full rights in terms of the guarantee to make immediate payments against the Bank Guarantee to the Employer without the consent of the Contractor and without referring the matter to the Contractor.

3. The Bank further agrees that the Employer shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during the Contract Period under the Contract and its decision that the Contractor is in default shall be final, and binding on the Bank, notwithstanding any differences between the Employer and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.
4. In order to give effect to this Guarantee, the Employer shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by way their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for the Employer to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
6. The Employer shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Contract or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Contractor contained in the Contract or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Employer against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions contained in the Contract and/or the securities available to the Employer, and the Bank shall not be released from its liability and obligations under these presents by any exercise by the Employer of the liberty with reference to matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Employer or of any other matter or thing whatsoever which under any law relating to the sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligations under this Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Employer in respect of or relating to the Contract or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Contract.
8. Courts at Ahmedabad/Gandhinagar, Gujarat, India shall have exclusive jurisdiction for contesting legal cases arising out of encashment of the Guarantee.
9. The Performance Security should be valid up to 06 months after "the date of completion of work". The employer will issue the certificate of completion of work. Further, if the date of commissioning / completion is extended, for whatsoever reason, the Bank Guarantee for Performance shall be suitably extended at the Tenderer's cost in order to meet the validity period as and when required. The pendency of any dispute or arbitration or other proceedings shall not affect this Guarantee in any manner.
10. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Employer in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
11. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of

post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Employer that the envelope was so posted shall be conclusive.

12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR _____ (Indian Rupees ***** only). The Bank shall be liable to pay at either Gandhinagar or Ahmedabad Branch (mention complete Branch Address of Bank in Gandhinagar / Ahmedabad where guarantee will be payable) the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [(indicate date)]

The guarantee is issued by Mr./Ms. _____ who is/are authorised by the Bank.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK -----

ADDRESS -----

DATE -----

SCHEDULE-3

(See Clause 2.3 under Instruction to Applicants)

Guidance Note on Conflict of Interest

- 1 This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
- 2 Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
- 3 Conflict of interest may arise between the **GMRC** and a consultant or between consultants and present or future concessionaries/ Consultants. Some of the situations that would involve conflict of interest are identified below:

(a) The **GMRC** and consultants:

- (i) Potential consultant should not be privy to information from the **GMRC** which is not available to others; or
- (ii) Potential consultant should not have defined the project when earlier working for the **GMRC**; or
- (iii) Potential consultant should not have recently worked for the **GMRC** overseeing the project.

(b) Consultants and concessionaires/Consultants:

- (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ Consultant save and except relationships restricted to project-specific and short-term assignments; or
- (ii) No consultant should be involved in owning or operating entities resulting from the project; or
- (iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the **GMRC** who have current or recent connections to the companies involved, therefore, needs to be avoided.

- 4 The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the **GMRC**. All conflicts must be declared as and when the consultants become aware of them.
- 5 Another approach towards avoiding a conflict of interest is through the use of "Chinese walls" to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability

of limited numbers of experts for the project. However, in reality effective operation of "Chinese walls" may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, "Chinese walls" have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, "Chinese walls" should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the **GMRC**.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called "scope-creep" arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the **GMRC** but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the **GMRC** at the earliest. Officials of the **GMRC** involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

APPENDIX-I

(See Clause 2.1.3 under Instruction to Applicants)

TECHNICAL PROPOSAL**Form-1**

**Letter of Proposal
(On Applicant's letter head)**

(Date and Reference)

To,

Sub: "Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II"

Dear Sir,

With reference to your RFP Notification dated __. __.2021, I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for "Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II". The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the **GMRC** any additional information it may deem necessary or required for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the **GMRC** to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the **GMRC**;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;

- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the **GMRC** or any other public sector enterprise or any government, Central or State; and
- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
8. I/We declare that we/any member of the consortium are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the GMRC and/ or the Government of Gujarat in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. The Undertaking for Bid / Tender Security declaration is needs to be attached, in accordance with the RFP document.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the **GMRC**

or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

19. Financial Bid is not submitted in physical form and is filled up on portal online at <https://gmrc.nprocure.com>. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant / Lead Member)

APPENDIX-I
Form-2
Particulars of the Applicant

1.1	Title of Consultancy: Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase –I and Ahmedabad Metro Rail Project Phase-II
1.2	Title of Project: Third Party Auditor for Rehabilitation and Resettlement activities
1.3	State whether applying as Sole Firm (Company, LLP etc.)
1.4	State the following: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc., along with a copy of relevant registration certificate): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:
1.5	Deleted

1.6	<p>For the Applicant state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India? If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iii) Has the Applicant/Member ever failed to complete any work awarded to it by any public authority/entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>(iv) Has the Applicant or any member of the consortium been blacklisted/ barred by any Government department/Public Sector Undertaking at the time of Due Date of Bid submission?</p> <p style="text-align: right;">Yes/No</p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a Consultant and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant (and other Member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ adviser to the GMRC and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p> <p style="text-align: right;">Yes/No</p> <p>Does the Applicant intend to borrow or hire temporarily, personnel from Consultants, manufacturers or suppliers for performance of the Consulting Services?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those Consultants, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (Including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such Consultants, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the GMRC only?</p> <p style="text-align: right;">Yes/No</p>

(Signature, name and designation of the authorised signatory)

For and on behalf of

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To
* **

Dear Sir,

Sub: "Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II"

I hereby confirm that we, the Applicant, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that(insert individual's name) will act as our Authorized Representative / on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,
(Signature, name and designation of the authorised signatory)
For and on behalf of

NOTE: Please strike out whichever is not applicable

Form-4
Power of Attorney

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Tenders are required to follow the applicable law in their country)

Power of Attorney to be provided by the Tenderer Company in favor of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We(name and address of the registered office of the Bidding Company or Lead Member of the Bidding Consortium, as applicable) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to submission of our Tender for "Tender for _____" in response to the Tender Document dated _____ issued by Gujarat Metro Rail Corporation (GMRC) Limited (the Company) including signing and submission of the Tender and all other documents related to the Tender, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Company may require us to submit and also signing and executing the Contract Documents. The aforesaid Attorney is further authorized for making representations to the Company or any other authority, and providing information / responses to the Company, representing us in all matters before the Company, and generally dealing with the Company in all matters in connection with our Tender till the completion of the tendering process as per the terms of the Tender Documents and further till the Contract is entered into with the Company and thereafter till the expiry of the Contract.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender Documents.

Signed by the within named[Insert the name of the executant company] through the hand of Mr. duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....
Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

... (Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution

dated..... WITNESS

1.
(Signature)

Name

.....

Designation.....

2.
..... (Signature)

Name Designation.....z

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 300 (three hundred) and duly notarized by a notary public.

The Applicant should submit for verification the extract of the charter documents and other documents such as a resolution of Board/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostille certificate.

APPENDIX-I**Form-5****Financial Capacity of the Applicant**

Sl. No.	Financial Year	Annual Turnover from Professional fees (Rs. in Crores)	Net Worth (Rs in Crores)
1.	2020-21		
2.	2019-20		
3.	2018-19		
Certificate from the Statutory Auditor/Chartered Accountant			
We certify that the above mentioned figures have been extracted from the audited financial statements of (Name of the Applicant). Name of the audit firm: Seal of the audit firm Date: Signature, name and designation of the authorized signatory)			

(Refer Clause 3(A) Criteria for Evaluation)

Name of Statutory Accountant /Chartered Accountant (CA)	
Seal and Signature of CA	
Membership Number of CA	
UDI no. of CA	

Note :

1. The Applicant / Tenderer has to attach the audited balance sheet for F.Y. 2018 – 19, 2019 – 2020 & 2020-21 along with Appendix – 1, Form 5.
2. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that ‘the balance sheet has actually not been audited so far’. In such a case the financial data of previous ‘2’ audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as non-responsive.

APPENDIX-I**Form-6****Particulars of Key Personnel**

SN	Designation of Key Personnel	Name	Educational Qualification	Overall experience	Present Employment		No. of Qualified Assignment as required under Clause 3 B
					Name of Firm	Employed Since	
1							
2							
3							
4							
5							

Note:

1. Supporting documents in respect of Educational qualification & Professional Experience to be submitted for each key personnel in Form-9.

APPENDIX-I**Form-7****Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan

The Applicant will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Applicant will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

3. Preparation of Monthly & Quarterly Reports considering TOR

APPENDIX-I**Form-8****[Refer. Clause 3, A (2)]****Eligible Assignments / Experience of the Bidder**

1.	Name of Project:	
2.	Name of Client:	
3.	Name of Consulting Firm:	
4.	Role in Contract: (Individual / Sub-Consultant / JV / Consortium)	
5.	Type of Consulting Service:	
6.	Type of Project: (MRTS / Railway/ Infrastructure projects)	
7.	Completion Status of Project: (Completed / Ongoing)	
(A)	(If Completed) Date of Completion:	
(B)	(If Ongoing) Whether 70% Payment made by client or not? (Yes / No)	
(C)	(If Ongoing) Whether Final Draft Report submitted for approval or not? (Yes / No)	
9.	Payment of Consultancy Fees Received (INR):	
10.	Brief description of the project	

Notes:

- 1) Use separate sheet for each eligible assignment.
- 2) The Applicant is required to attach necessary work experience certificates (LOA, Work Order, Performance Certificate, Work Completion Certificate etc.) for claiming eligible assignment along with this Form.
- 3) The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I
Curriculum Vitae (CV) of Key Personnel
Form –9 (a), CV of key Personnel
[Refer. Clause 3, B]

1. Proposed Position / Designation of the Key Personnel

2. Name of Firm

3. Name of Staff

4. Date of Birth:

5. Nationality

6. Education / Qualification, Any training

7. Membership of Professional Association

8. Brief Description of Experience

(a) Total Experience

(b) Relevant Experience

9. Language

10. Employment Record (Starting with present position, list in reverse order every employment held since graduation, giving each employment: dates of employment, name of employing organization, position held)

11. Details task assigned: (List of all tasks to be performed under this assignment)

12. Work undertake that best illustrates capabilities to handle the task assigned

13. Certification

I, undersigned, certify that to the best of knowledge and belief, this CV correctly describes myself, my qualification and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. Also, I hereby confirm my availability for this project for the duration specified in the RFP.

Date:

Signature of Key Personnel

Note:

1. The Applicant should attach copy of certificates supporting educational qualification & professional experience of each key personnel.
2. CV of key personnel is to be counter signed by authorized representative of bidder.

APPENDIX-I**Form-10****Eligible Assignments/ Experience of Applicant****[Refer. Clause 3, A (3)]**

1.	Name of Project:	
2.	Name of Client:	
3.	Name of Consulting Firm:	
4.	Role in Contract: (Individual / Sub-Consultant / JV / Consortium)	
5.	Type of Consulting Service:	
6.	Type of Project:	
7.	Completion Status of Project: (Completed / Ongoing)	
(A)	(If Completed) Date of Completion:	
(B)	(If Ongoing) Whether 70% Payment made by client or not? (Yes / No)	
(C)	(If Ongoing) Whether Final Study Draft submitted for approval or not? (Yes / No)	
8.	Estimated Capital Cost of Project (INR):	
9.	Payment of Consultancy Fees Received (INR):	
10.	Brief description of the project	

Notes:

- 1 Use separate sheet for each Eligible Project.
- 2 The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

APPENDIX-I

Form-11

Deployment of Personnel

S N	Name	Designation / Position at GMRC	Key Position / Support Personnel	Respon sibility	Man - month	Week Numbers											
						1	2	3	4							Up to 20	

APPENDIX-I

Form-12

Survey and field investigation

S N	Name	Designation / Position	Key Position / Support Personnel	Responsibility	Man - month	Week Numbers											
						1	2	3	4							Up to 20	

APPENDIX-I
Form-13

UNDERTAKING FOR CORRUPT & FRAUDULANT PRACTICE

It is confirmed and declared that we, or any of our associate, have not been engaged in any fraudulent and corrupt practice and that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other items of work related to the award and performance of this contract and no agency commission or any payment which may be construed as an agency commission has been or will be, paid and that the tender price will not any such amount.

Stamp & Signature of Authorized Signatory

APPENDIX-I
Form-14

UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT

We here by confirm that, we have downloaded / read the complete set of tender documents /addendum/corrigendum/clarifications along with the set of enclosures hosted on e-tendering portal <https://gmrc.nprocure.com>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal [<https://gmrc.nprocure.com>]. We confirm our unconditional acceptance for the same and have considered for these in the submission of our technical & financial bid.

Stamp & Signature of Authorized Signatory

APPENDIX-I

Form-15**Proposal for Sub-Consultant**

1. Details of the Firm			
Firm's Name, Address and Telephone:			
Name and Telephone No. of the Contact Person:			
Fields of Expertise:			
No. of Years in business in the above Fields:			
2. Services that are proposed to be sub contracted:			
Person who will lead the Sub-Consultant			
Name:			
Designation:			
Telephone No:			
Email:			
3. Whether Key Personnel Position Proposed	(Tick Yes/No)	Yes	No
If Yes, for which Key position (Except Team Leader) – Refer Clause 5 of Schedule 1 (i.e, TOR)	1. 2. <i>(if required)</i>		
If Yes, proposed Key Personnel Details			

<p><u>*Proposed Personnel 1:</u></p> <p>Name:</p> <p>Key Position:</p> <p>Designation:</p> <p>Telephone No:</p> <p>Email:</p> <p><u>*Proposed Personnel 2: (if required)</u></p> <p>Name:</p> <p>Key Position:</p> <p>Designation:</p> <p>Telephone No:</p> <p>Email:</p>	
--	--

4. Details of Firm's previous experience

Name of Work	Name, address and telephone	Total Value of Services	Duration of Services	Date of Completion of

	no. of Client	Performed		Services
1.				
2.				
3.				

(Signature and name of the authorized signatory)

Note:

1. Use separate form for each Sub-Consultant.
2. The sub consultant/ Applicant is required to attach necessary experience certificates for claiming above mentioned services/works.

*Complete details of proposed key personnel of sub-consultant is also to be provided in Form -6, Form – 9a of Appendix – I. All the necessary supporting documents in respect of Educational qualification, Professional Experience to be submitted.

APPENDIX-I

Form-16

UNCONDITIONAL BANK GUARANTEE IN LIEU OF RETENTION MONEY

Deleted

APPENDIX-I**FORM No. 17****UNDERTAKING FOR TENDER / BID SECURITY DECLARATION**

We, _____ (Legal Name of Tenderer / JV / Consortium) hereby confirm that we are submitting the tender _____ (Name of the work) floated by GMRC.

We do hereby undertake that in the following cases, we shall be debarred from participating in the retender of this work and also will be debarred from participating in any tender of GMRC for a period as specified in table below:

S. No.	Case	Period of ban*
1	a) if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Package; or	One year
2	<p>a) if we resile or withdraw our Tender during the period of Tender evaluation in case of single package system ;</p> <p style="text-align: center;">or</p> <p>b) if we do not accept the correction of our Tender price, in terms of Clause 2.15, during evaluation of Financial Proposal;</p> <p style="text-align: center;">or</p> <p>c) if, having been notified of the acceptance of our Tender by GMRC during the period of tender validity, we</p> <p style="padding-left: 20px;">(i) fail or refuse to furnish the unconditional acceptance of LOA within the time limit specified in Clause 2.27 and/or</p> <p style="padding-left: 20px;">(ii) fail or refuse to furnish the Performance Security</p> <p style="padding-left: 20px;">in accordance with Clause 2.20.5 and/or</p> <p style="padding-left: 20px;">(iii) fail or refuse to enter into a Contract within the time limit specified in Clause 2.28</p>	In all the cases TWO years

*Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of LOA, as the case may be.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

Appendix – I
Form - 18
(Contact Detail Form)

Name of Applicant:

Address for Correspondence:

Landline:

Fax:

E-mail:

Name of Authorised Signatory:

Address for Correspondence:

Landline:

Fax:

E-mail:

APPENDIX-I**Form-19****(Form for seeking queries)**

SI No	Clause No	Tender Clause	Bidder's Query

(Signature, name and designation of the authorised signatory)

For and on behalf of

Appendix – I**Form – 20****(Check List –for submission of Bid Physically & Online)**

Sr. No.	Document to be Submitted	Yes or No
A	<p>Envelope – 1 (i.e. Tender Fees and EMD - Earnest Money Deposit / Tender Guarantee Declaration form) = To be submitted physically & copy/details of the same to be uploaded online</p> <ul style="list-style-type: none"> • Tender fees in the form of Demand Draft /Banker’s cheque) – To be Submitted physically & copy/details of the same to be uploaded online (Copy of GST registration no. to be provided along with Tender fee) • EMD in the form of “Undertaking for Tender/Bid Security Declaration” as per Form-17 of Appendix – I - To be Submitted physically & online 	
B	Envelope – 2 (i.e. Technical Bid) – To be Submitted online & physically	
	i. The Physical submission shall comprise of an envelope containing the technical proposal of the bidder as stipulated in Clause 2.14 of the ‘Invitation of Proposal’. The technical bid received without qualifying eligibility criteria document, will not be considered for further evaluation and will be summarily rejected. The same technical proposal is to be mandatorily submitted online.	
	ii. Supporting documents for fulfilling Minimum conditions of Eligibility of Applicant / Bidder, please refer Para 2.2. of Tender document	
	<p>iii. Qualification Criteria :- Bidder has to submit all Forms of Technical Proposal, which includes</p> <ul style="list-style-type: none"> • Form 1, Letter of Proposal • Form 2, Particulars of Applicant • Form 3, Statement of Legal Capacity • Form 4, Power of Attorney • Form 5, Financial Capacity of Applicant • Form 6, Particulars of Key Personnel • Form 7, Proposed methodology & Work Plan • Form 8, Abstract of Eligible Assignments of the Applicant • Form 9(a), Curriculum Vitae (CV) of Key Personnel • Form 10, Eligible Assignments of Applicant • Form 11, Deployment of Personnel • Form 12, Survey & Field Investigation 	

	<ul style="list-style-type: none"> • Form 13, Undertaking for Corrupt & Fraudulent Practice • Form 14, Undertaking for Downloaded Tender Document • Form 15, Proposal for Sub Consultant • Form 16, Unconditional Bank Guarantee in Lieu of Retention Money (form deleted) • Form 17, Undertaking for Tender / Bid Security Declaration • Form 18, Contact Details Form • Form 20, Checklist • Form 21, UNDERTAKING • Form – 22, Undertaking as per Clause 2.2 (g) <p>The above mentioned forms must be supported with all required documentary evidences.</p>	
	<p>iv. Other Submission</p> <ul style="list-style-type: none"> • Signed & stamped copy of GST registration number and GST return data of last 3 months. • POA/BR in favour of authorised person for signing, submission & execution of this tender. • Signed & stamped copy of the latest IT return of last 5 years filed by agency • CVs of all professional/ Key personnel. The CVs to be recently signed and dated in blue ink by the respective Personnel / signed fax copy/ electronically signed and counter signed by the authorized representative of the Applicant in original. • Copy of educational certificates of professions, supporting the eligibility criteria. • Any other document as per the requirement of Tender Document. 	
D	<p>Envelope – III (i.e. Tender Document) containing the unfilled copy of Tender Document and all the Addenda and Clarifications issued by GMRC - shall be signed and stamped by tenderer or his representative holding the power of attorney (Enclose the original Power of Attorney) as token of acceptance of all terms and conditions mentioned in tender document – To be Submitted physically.</p>	

Note :

1. The bidder are advised to submit the Envelope – II (i.e. Technical Bid, Qualification Criteria & other submissions) in spiral / binder book with index, page numbering, sign and stamp on each and every page of the Bid by the authorised signatory.
2. The submission in loose papers may hamper the evaluation process, hence bidder are requested to submit their bid as per above note.
3. On submission of forms on N Procurement, the bidder may note that there is a size limit of 3 MB of one document, however there is no limit of attachment of nos. of documents with size limit of 3 MB. Hence, for e.g if you are uploading form 15 in three parts/files with size limit of 3 MB then you have to rename the file as (1) form 15, part 1, (2) form 15 part 2 & (3) form 15 part 3.

Appendix – I**Form – 21****UNDERTAKING****[Refer: 2.2 (f)]**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; **I hereby certify that this bidder or any of its constitutes is not from such a country and is eligible to be considered.**"
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country **or, if from such a country, has been registered with the competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered**".
3. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and **on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.**

Stamp & Signature of Authorised Signatory

Note:

1. The bidder has to read the above mentioned undertakings, para 1 to 3 and the applicable para in undertaking to be submitted along with the bid submission.
2. If bidder falls under SN 2 & 3, the bidder shall require to submit the evidence of valid registration by the Competent Authority along with this Appendix.
3. The undertaking shall be signed by authorized signatory of the tenderer.

APPENDIX – I
Form – 22, Undertaking
[Refer: 2.2 (g)]

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, that the item(s) offered meets the minimum local content of 50%.

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under Clause 4 of this tender for which the tenderer or its successors can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In cases of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P- 45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT) {formerly Department of Industrial Policy and Promotion (DIPP)}, Government of India dated 28.05.2018, after completion of works to the Engineer.

STAMP & SIGNATURE OF AUTHORISED
SIGNATORY

Note:

1. This appendix need to be submitted only if bidder wants to avail the purchase preference.
2. The undertaking shall be signed by authorized signatory of the tenderer. In case of JV/Consortium by the authorized signatory of the constituent members counter signed by the authorized signatory of tenderer.

APPENDIX-II
FINANCIAL PROPOSAL
Form-1

Covering Letter (On Applicant's letter head)

(Date and Reference)

To* **

Dear Sir,

Subject: "Selection of Third Party Auditor for Rehabilitation and Resettlement activities for Surat Metro Rail Project Phase – I and Ahmedabad Metro Rail Project Phase-II"

I/We, _____ (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for above.

I/We agree that this offer shall remain valid for a period of 90 (Ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II

Financial Proposal

Form-2

The payment to be done against deliverables for the overall R&R activities throughout the period shall be as given in the table below:

Table –A, Lump sum quote for Surat Metro Rail Project Phase-I

Particular	1 st year				2 nd year				Total Amount (INR)
	Person	Month	Amount Per Person (INR)	Amount (INR)	Person	Month	Amount Per Person (INR)	Amount (INR)	
	a	b	C	d=a*b*c	e	f	g	h=e*f*g	i= d+h
A. Salaries/ Fees									
Research Lead*	1	12			1	12			
Project Management Lead*	1	12			1	12			
Research Assistant	1	12			1	12			
Field Workers	2	12			2	12			
Total Salaries/ Fees (A)									
B. Out of Pocket Expenses (Field work / Operating expenses, Data Computing & Workshop and other expenses etc.)									
Total Expenses excluding Taxes (A+B)									

Table –B, Lump sum quote for Ahmedabad Metro Rail Project Phase-II

Particular	1 st year				2 nd year				Total Amount (INR)
	Person	Month	Amount Per Person	Amount (INR)	Person	Month	Amount Per Person	Amount (INR)	
	a	b	c	d=a*b*c	e	f	g	h=e*f*g	i= d+h
A. Salaries/ Fees									
Research Assistant	1	12			1	12			
Field Workers	1	12			1	12			
Total Salaries/ Fees (A)									
B. Out of Pocket Expenses (Field work / Operating expenses, Data Computing & Workshop and other expenses etc.)									
Total Expenses excluding Taxes (A+B)									

Note:

1. Research Lead and Project Management Lead will remain common for Surat Metro Rail Project Phase-I and Ahmedabad Metro Rail Project Phase-II.
2. The quote will be exclusive of all taxes. The taxes, as applicable will be reimbursed to consultant on submission of documentary evidence.

3. The payment of consultancy fees will be made in accordance with Para 6 (i.e. 6. Payment Schedule & Rates) of Schedule – 1 (i.e. TOR). Further, the Reports / Deliverables will be reviewed by GMRC on each stage and on acceptance of same only the payment of that particular stage will be processed.
4. The total cost will be inclusive of remuneration of key & support personnel, cost for Reports & documents printing, Travel & Accommodation, office equipment & stationary and any other expenses in completion of the work etc.
5. The Price bid to be filled online only on N procurement Portal (i.e. <https://gmrc.nprocure.com>)
6. L1 Price will be calculated by adding the total value of both table A and table B.