



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022



Rail Land Development Authority

(A Statutory Authority under Ministry of Railways, Government of India)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

REQUEST FOR EMPANELMENT OF FINANCIAL & MARKETING CONSULTANTS FOR VARIOUS SITES / RAILWAY COLONIES OF INDIAN RAILWAYS LOCATED PAN INDIA

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

S.No	Event Description	Date(s)
1.	Commencement of Downloading of E-RFE Document	07.12.2022 from 18:00 Hrs.
2.	Last Date of Downloading of E-RFE Document	16.01.2023 upto 14:00 Hrs.
3.	Last Date of Submission of E-RFE Document:-	16.01.2023 upto 15:00 Hrs.
4.	Date of opening of E-RFE Document:-	17.01.2023 at 15:30 Hrs.
5.	Annual Registration Charges for e-tendering (to be paid to ITI Limited)	Rs. 2,500/- + Applicable Taxes
6.	Tender Processing Fee (Non- refundable) to be paid online using e-payment gateway to ITI Limited. (Without paying this fee tender cannot be downloaded or uploaded)	Rs. 2000/- + Applicable Taxes
7.	Bid Document Fee (Non- refundable) to be paid online on e-tendering portal using e-payment gateway to ITI Limited	Rs.5000/- plus 18% GST i.e. Rs. 5,900/-
8.	EMD (to be paid online on e-tendering portal using the e-payment gateway to ITI Limited)	Rs. 75,000/-

Note:

- (1) Applicants must download the RFE documents from the e-procurement portal i.e., www.tenderwizard.in/RLDA after registering themselves on portal and submit e-RFE after payment of Bid Processing Fee, RFE Document Fee & EMD before last date & time of downloading the e-RFE online or may download from RLDA website www.rlda.indianrailways.gov.in
- (2) All Applicants are advised to see Amendments to RFE, if any, before submission of the e-RFE. In case the Applicant does not submit the amended RFE/amendments, it shall be presumed that Applicant has seen the amendments/Amended RFE and e-RFE shall be evaluated accordingly. The decision of RLDA shall be final and binding in this regard.
- (3) In case schedule date of submission / tender opening date are declared as holiday then tender will be submitted/ opened on the very next working day on earlier scheduled time.

**Office of the Vice Chairman
RAIL LAND DEVELOPMENT AUTHORITY
Unit No. 702 Floor, Konnectus Tower –II,
DMRC Building, Ajmeri Gate, Delhi-110002**



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DISCLAIMER

The information contained in this Request for Empanelment document ("RFE") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of RLDA or any of their employees or advisers, is provided to Applicants on the terms and conditions subject to which such information is provided.

This RFE is not an agreement and is neither an offer nor invitation by RLDA to the prospective Applicants or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Applications pursuant to this RFE. This RFE includes statements, which reflect various assumptions and assessments arrived at by RLDA in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFE may not be appropriate for all persons, and it is not possible for the RLDA, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFE. The assumptions, assessments, statements and information contained in this RFE, 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 RFE and obtain independent advice from appropriate sources.

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

RLDA, 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 RFE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFE and any assessment, assumption, statement or information contained therein or deemed to form part of this RFE or arising in anyway in this Selection Process.

RLDA 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 RFE.

RLDA 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 RFE.

The issue of this RFE does not imply that RLDA is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and RLDA reserves the right to reject all or any of the proposals without assigning any reasons.

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 RLDA or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Applicant and RLDA 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.



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RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

INDEX

S. No.	Item	Page No
1.	Instructions to Applicants (ITA)	7-37
2.	Draft Contract Agreement for Future Assignments	38-53
3.	Draft Terms of Reference (TOR) for Future Assignments	54-76

Applicability of documents in order of precedence shall be as under:-

1. Part-I (Instruction to Applicants)
2. Part-II (Draft Contract Agreement)
3. Part-III (TOR including Special Terms of Reference)



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

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RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Instructions/Guidelines for Online Bid Submission/ E-Tendering Procedure

Accessing/ Purchasing of Tender Documents

- a. The complete Tender Document can be viewed / downloaded from the e- Procurement portal i.e. www.tenderwizard.in/RLDA free of cost or link on Tender section of RLDA website.
- b. A Vendor's Manual containing the detailed guidelines for e-Procurement system is also available on e-Procurement portal of RLDA.
- c. It is mandatory for all the Applicants to have class-III Digital Signature Certificate from any of the licensed Certifying Agency (Applicants can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Procurement of RLDA. Non-compliance of Digital Signature Certificate shall render all applications received by RLDA as deficient and incomplete.
- d. It is mandatory for the Applicants to get their firm / company registered with e-procurement portal of RLDA, i.e. www.tenderwizard.in/RLDA to have user ID & password by submitting a non-refundable annual **Registration charges Rs.2500/-** exclusive of all taxes to be paid online using the e-payment gateway to ITI Limited through the portal address mentioned above.

Above charges, inclusive of taxes, levies, etc. can be paid online using the e-payment gateway to ITI Limited. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed **at such terms and conditions as notified by RLDA from time to time.**

- (i) Participant shall safely keep their User ID and password, which will be issued by the service provider i.e. ITI Ltd. upon registration, and which is necessary for e-tendering.
 - (ii) Applicants are advised to change the password immediately on receipt of activation mail.
 - (iii) Applicants shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy. RLDA or its employees and advisers shall not be responsible or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of loss or misuse of ID or password of the Applicants
- e. Bid Documents will be available online on website www.tenderwizard.in/RLDA as per Schedule of e-Bidding Process which can be downloaded till the date & time as specified in Schedule of e-Bidding Process (Clause 2.7.5 of Part-I of ITA).
 - f. (i) In case of e-bids, Applicants shall submit a non-refundable "**Tender Processing fee of Rs.2000/-**" exclusive of all taxes towards e-bid tender processing fee to be paid online using the e-payment gateway to M/s ITI Limited through the portal address mentioned above.
(ii) The bidder shall have to pay a **non-refundable** Bid Document Fee of **Rs.5000/-** plus 18% GST i.e. Rs. 5,900/- to be paid online using the e-procurement gateway to M/s ITI Limited through the portal mentioned above.
(iii) The Complete Request button shall not be highlighted till Bid Document Fee & Tender Processing Fees are paid (red coloured links are turned to black). Once payments have been done then click on "Complete Request" button to complete the e-bid document



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purchase and to become valid for bid participation process. This whole process is required to be completed before the last date and time of sale/downloading of e-bid document.

g. Validity of Applicants' Registration on the e-Procurement portal of RLDA

Applicants may note the following:

- (i) It shall be the sole responsibility of the Applicant(s) to keep the Registration valid up to the original/extended date of submission of bid.
 - (ii) Bids can be submitted only during the validity of their registration. No claim shall be entertained by RLDA in case Bids are submitted by the Applicants after the expiry of their registration or otherwise.
- h. RLDA may issue addendum(s)/corrigendum(s) related to the Tender documents. In such cases, the addendum(s)/corrigendum(s) shall be issued and placed on website **www.tenderwizard.in/RLDA** at any time before the closing time of tender. The bidders who have downloaded the Tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered Applicants to check the web site for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendum(s)/addendums. Applicants shall be solely responsible for all such deficiency in submission of bid which is not in conformity to any such corrigendum/ addendum issued by the RLDA in the manner stated above.
- i. **The Tender documents shall be submitted online on or before 16.01.2023 upto 15:00 Hrs (IST). Detailed credentials as per the requirement of eligibility criteria and all Tender papers are to be submitted online.**
- j. Applicants cannot submit the Tender after the due date and time of e-bid submission. Time being displayed on e-procurement portal of RLDA ("Standard Time") shall be final and binding on the bidder. E-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location / country. No claims shall be entertained in this regard by RLDA for late submission of e-bid and the same shall be deemed unopened or rejected. In case of any dispute or claim regarding submission of e-bid of any applicant in the manner prescribed above, decision of the management of RLDA shall be final.

MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF APPLICATIONS:

- k. In the event of modification/substitution/withdrawal of the Application, the Applicants may modify, substitute, or withdraw the documents of its Application after submission, prior to the Application due date and time. No modification / substitution / withdrawal of the application is allowed after the due date and time. Any such claim filed by any applicant for such modification/ substitution/ withdrawal of application after the due date shall not be entertained by RLDA.
- l. For withdrawal of the documents of the Application, the Applicants will have to click on withdrawal icon at Tender Wizard and can withdraw its Application. However, it may be noted that once the bid has been withdrawn, Applicants cannot participate again for the same e-tender. The Applicants may modify or substitute the Bid documents of the Application after submission, provided that the bidder updates the old documents submitted in the electronic form from the Tender Wizard portal and also upload the modified or substituted documents.
- m. **NOTE:** Do not withdraw your bid in case of any modification/substitution of application.



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RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Withdrawal will not allow further participation / modification / substitution of applications. No claims shall be entertained by RLDA in case of accidental withdrawal of application by the applicant.

- n. The Applicants are advised to submit their e-bids/e-applications online well before the e-bid due date / time as per the schedule of e-bidding process. RLDA / M/s ITI LIMITED shall not be responsible for any delay in submission of e-bids for any reason whatsoever. Detailed credentials as per the requirement of eligibility criteria and all Tender papers are to be submitted online.
- o. The complete application shall be signed by the Authorized Signatory of the Applicants & submitted "online" Scanned copies of various documents can be prepared in different file formats (PDF, JPEG). Bidders can upload a single file of size 5 MB only, but they can upload multiple files. It shall be the duty of each applicant to see that the documents uploaded are clear and legible. RLDA does not take any responsibility of any applicant in case the application is rejected or dismissed for want of clear and legible documents.
- p. **Submission of e-bids:** The e-bids shall be submitted in Single Cover Containing Technical Proposals **Bid Form-1 to 8**. All forms are to be uploaded online with digital signature on www.tenderwizard.in/RLDA.
- q. **The EMD payment to be paid online only** on e-tendering portal using the e-payment gateway to ITI Limited.
- r. For any queries / clarifications, please contact:

e-Tendering Registration Queries	Registration Help Desk	080-45811365	twregdelhi@etenderwizard.com
DSC Queries	Help Desk	080-45811365	dscdelhi@etenderwizard.com
For e- Tendering Queries	Mr. Suraj Singh	080-45811365 Mob:9599653865	suraj@etenderwizard.com



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PART-I

INSTRUCTIONS TO APPLICANTS (ITA)

1. General

- 1.1. Indian Railways is one of the biggest landowners in the country. While majority of the land of around 4.3 lakh hectares is under use for Railway operations including tracks, station and yard structures, around 43,000 hectares lie vacant and unutilized. A major portion of the vacant land is in the form of longitudinal strips on both sides of the track. The remaining vacant land is mostly near stations and yards. Apart from underutilization of assets it was also being encroached upon especially around the metro cities.
- 1.2. For development of the surplus land for commercial development, RLDA (a statutory authority) was constituted in November 2006 by an amendment to the Railway Act 1989 as a separate entity under the Ministry of Railways to undertake all tasks related to property development on railway land under the control of the Ministry of Railways.
- 1.3. RLDA is mandated to undertake commercial use of vacant railway land, redevelopment of Railway Colonies /stations etc. in order to generate additional revenues for the Indian Railways and to prevent the problems of encroachment on railway land and fund various developmental works for the convenience of the rail users. RLDA has identified large nos. of vacant sites with commercial potential for development across the country. Several sites have since then developed or likely to be developed in future. Till now RLDA has undertaken the development through leasing of land/air space for commercial use only for lease term of 45/60/99 years and upfront lease premium model expect for one project for residential use having lease term of 99 years. Now RLDA also intends to carry out the development through other non-conventional mediums such as warehouses, sports complex, recreational, solar energy, wind energy and plantation etc. either through upfront lease premium model or through other models such as revenue sharing etc. along with the current models which may give better returns.
- 1.4. As per the normal procedure, RLDA invites tenders for engagement of Architectural and/or Financial consultants (the “**Consultant**”) for a site for carrying out Techno-Feasibility study of the site before going for commercial development. The broad



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scope of work for the Consultant(s) is normally as follows :

- 1.4.1. Pre-feasibility/ Feasibility studies covering assessment of market / demand, site analysis, master planning, techno economic feasibility, etc. including inter-alia the following:-
 - a) Review of the site & surrounding development, including infrastructure linkages in the influence areas.
 - b) Study of City Master Plan and ascertaining the development controls and building byelaws applicable to the site through interactions with the local, planning and municipal authorities.
 - c) Demand survey and analysis of the real estate trends in the city to evolve the optimum use/product mix.
 - d) Evolving layout plans and development options based on the product mix.
 - e) Broad assessment of infrastructure augmentation requirements, including parking and transportation.
 - f) Assessing the financial viability for project development and suggesting various alternatives for project structuring for each of the short-listed development option(s).
 - g) Conclusion of Feasibility Studies, Report Preparation, and presentations to RLDA and Ministry of Railways (MOR) on recommended development option and project structure etc.
- 1.4.2. Assessment of the approvals required from competent authorities and providing assistance to RLDA in obtaining requisite approvals from competent authorities.
- 1.4.3. Determining the format and stages of Bidding process and drafting of Tender Notices and Advertisements for Expressions of Interest (EOI) / Request for Qualification (RFQ) / Request for Proposal (RFP) from prospective bidders/developers.
- 1.4.4. Identifying the target segment and marketing of the project soliciting their participation.
- 1.4.5. Preparation of Bidding Documents for various stages like EOI, RFQ, RFP, etc. based on RLDA's standard Land Development Hand Book (LDHB) Link- <https://rlda.indianrailways.gov.in/uploads/File/Part-1andPart-2.pdf> which is available on RLDA's website www.rlda.indianrailways.gov.in.
- 1.4.6. Managing the bid process on behalf of RLDA, Evaluation of tenders received from bidders, short-listing and recommendations to RLDA at each stage.
- 1.4.7. Assistance to RLDA in negotiations with selected Bidder if required till signing of the Lease Agreement.
- 1.4.8. Financial close, if required in some sites.
- 1.5. In order to expedite the commercial utilization of the remaining sites, as well as sites to be identified in future, RLDA intends to empanel reputed Consultants having in-depth experience in the fields of Financial & Marketing Consultancy, with associated experienced consultants having Architectural & Real estate experience. The



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empanelment of Financial & Marketing Consultants shall be done on a Pan India basis. However, the associated Architectural & Real Estate Consultants / Personnel are required to have experience for particular states where the land parcels are located, which shall be specified on a case to case basis.

- 1.6. **The present RFE is for empanelment of Financial & Marketing Consultants for Pan India. All eligible applicants shall be enlisted every three months (Quarterly) i.e., the applications received till 30th June will be opened on 1st working day of July similarly for the next quarter i.e. July-September the applications received till 30th September shall be opened on 1st working day of October, for the next quarter i.e. October-December the applications received till 31st December shall be opened on 1st working day of January next year, for the next quarter i.e. January-March the applications received till 31st March shall be opened on 1st working day of April. Thus, the selected eligible applicants shall be enlisted and the process will continue every three months.**
- 1.7. RLDA reserves the right to increase or reduce the number of Consultants in the Empanelment List as per the requirements, sites, number of Applications received and number of Applicants meeting the eligibility condition.
- 1.8. The empanelment shall initially be valid for 03 (three) years. RLDA reserves the right to increase the validity of the empanelment for a further period up to 02 (two) years at a time, based on the periodic performance appraisal or as decided by RLDA. RLDA shall be at liberty to conduct a periodic performance appraisal of the empanelled consultants and take a decision on continuity or otherwise of their empanelment.
- 1.9. This RFE consists of following:
 - Part I: Instructions to Applicants (ITA)
 - Part II: Application and Proposal Forms (APF)
 - Part III: Draft Contract Agreement for Future Assignments
 - Part IV: Draft Terms of Reference (TOR) for Future Assignments
- 1.10. In case the Applicant considers that it possesses the requisite experience and the capabilities required for undertaking the assignments, it may submit an Application in response to this invitation. The manner in which the Applications are required to be submitted, evaluated and accepted is explained in the various provisions of this ITA.
- 1.11. Applicants are encouraged to inform themselves fully about the assignments and the conditions before submitting the Application.
- 1.12. Applicants must carefully read the eligibility criteria (the “**Eligibility**”) provided in Clause 4 of ITA and must meet these requirements including availability of Key Personnel specified in Clause 2.5 hereunder.
- 1.13. The empanelment of the Consultant shall be done based on eligibility criteria provided in the document and performance in the interview of the Applicant, if required. The decision of RLDA in this regard shall be final.
- 1.14. After the empanelment and as per the requirement of RLDA in future from time to time, all the empaneled Consultants, as per the activity/activities, shall be asked to submit the financial proposals. The scope of the activities shall normally be based on



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draft TOR but in few cases, such as involving the re- development works, air space development, railway stations etc., the scope may be widened by the specific details given in the RFP. The Consultants will have to submit their future financial offers according to the scope mentioned in the RFP as and when called for.

2. Submission of Applications

2.1. The Applicant shall provide all the information sought under this RFE. RLDA will evaluate only those Applications which are received in the requisite format and complete in all respects. The Application will contain the following documents:

- a. **Letter of Application as per RFE Form-1.**
- b. **Particulars of the Applicant/Member of Consortium as per RFE Form-2.**
- c. **Statement of Legal Capacity as per RFE Form-3.**
- d. **Power of Attorney, if required, as per RFE Form-4 along with Authorized Board Resolution.**
- e. **Particulars of Key Personnel as per RFE Form-5.**
- f. **Information for eligibility of Applicant & Key Personnel as per RFE Form-6 ('A' and 'B') & 7 along with Completion Certificate as per format attached, Balance Sheet and Auditor Report of Financial Statements along with detailed notes.**
- g. **The CVs of the Key Personnel as per RFE Form-8 along with documentary proof i.e. copies of Mark Sheets and Degrees of the key personnel.**
- h. **Earnest Money Deposit (EMD) is to be paid online only.**
- i. **A copy of set of RFE document along with corrigendum to RFE, if issued, with each page initialed by the authorised signatory as a token of acceptance.**
- j. **Proof of submission of Bid Document Fees.**

2.2. **Applicants may download the RFE document from the e-procurement portal www.tenderwizard.in/RLDA** Proposals unaccompanied by EMD online shall be summarily rejected.

2.3. The last date & time for submission for proposals is **16.01.2023** upto 1500 hrs. The proposals shall be opened on **17.01.2023** at 15:30 hrs. in the presence of representatives of those firms who choose to be present. No submission of Bid is allowed after due date and time. No claims shall be entertained in this regard by RLDA for late submission of e-bid and the same shall be deemed unopened and/or rejected. In case of any dispute or claim regarding submission of e-bid of any applicant in the manner prescribed above, decision of the management of RLDA shall be final.

2.4. All notices related to this Tender including clarifications / amendments / addendums to the RFP document shall be uploaded on **www.tenderwizard.in/RLDA**.

2.5. Key personnel

The Consultancy Team shall consist of at least the following Key Personnel (the "Key Personnel") who shall discharge their respective responsibilities as specified



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

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below:

Key Personnel	Responsibilities
Financial Expert	She/ He will lead, co-ordinate and supervise the financial team for development of Revenue Model, preparation of Bid Documents for selection of Developer and assisting RLDA in the bid process management including the signing of lease agreement, financial close (if any), etc.
Marketing Expert	She/ He shall be responsible for marketing the project to prospective developers, collection of EOIs and conducting the site visits for the prospective Developers.

In addition, PPP Expert and Architectural & Real Estate Expert if required for any project will be notified on case-to case-basis and can be hired for the particular project(s). Architectural & Real Estate Expert must be hired from the state where the project is located. The responsibilities shall be as follows:-

Key Personnel	Responsibilities
Architectural & Real Estate Expert (if required)	The Architect can be Owner or, Partner or, In house Architect or, Hired Architect or, Tied up Architect. The Architect will be responsible for detailed survey, architectural and master planning consultancy as per TOR true to the applicable local DCR norms and bye laws. Architect will be responsible for interacting with Railways, local/ district/ state civic, registration and revenue authority for extracting any required information and documents. Architect shall be responsible for interacting with RLDA/ Railways officials as and when required and during architectural presentation.
PPP Expert (If required)	Should have transaction advisory experience of PPP Projects and have experience of managing bidding process, PPP project structuring and should have experience at least 3 (Three) eligible assignments

2.6. The Applicant has to sign all the pages of the Terms & Conditions as a token of acceptance and will also sign all document and certificates etc.

2.7. Empanelment Process

2.7.1. Applicants may download the RFE document from the e-procurement portal www.tenderwizard.in/RLDA. Proposals unaccompanied by EMD shall be summarily rejected.

2.7.2. The last date & time for submission for proposals is **16.01.2023** upto 1500 hrs. The proposals shall be opened on **17.01.2023** at 15:30 hrs. in the presence of representatives of those firms who choose to be present. No submission of Bid is allowed after due date and time. Offers received after due date & time of submission shall not be considered and shall be returned un-opened.

2.7.3. All notices related to this Tender including clarifications / amendments / addendums to the RFE document shall be available on www.tenderwizard.in/RLDA.

2.7.4. Interested Applicants may obtain further information from: -



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Executive Director/ Finance	gfmfinrlda@gmail.com M: 9717611100	Tel: (011) 23232854 FAX: (011) 23232835
DGM/Project-3	mgrmarketingrlda@gmail.com M: 7703918078	
AM/Tender	amtender@rlda.railnet.gov.in M: 8750554811	

2.7.5. The important dates for the Bidding process are as following, subject to changes, if any, which will be advised through addendums/amendments:

S.No	Event Description	Date(s)
1.	Commencement of Downloading of E-RFE Document	07.12.2022 from 18:00 Hrs.
2.	Last Date of Downloading of E-RFE Document	16.01.2023 upto 14:00 Hrs
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5.	Annual Registration Charges for e-tendering (to be paid to ITI Limited)	Rs. 2,500/- + Applicable Taxes
6.	Tender Processing Fee (Non- refundable) to be paid online using e-payment gateway to ITI Limited. (Without paying this fee tender cannot be downloaded or uploaded)	Rs. 2000/- + Applicable Taxes
7.	Bid Document Fee (Non- refundable) to be paid online using e-payment gateway to ITI Limited. (Without paying this fee tender cannot be downloaded or uploaded)	Rs.5000/- plus 18% GST i.e. Rs. 5,900/-
8.	EMD (to be paid online on e-tendering portal using the e-payment gateway to ITI Limited) In case, EMD is not submitted, the bid of that consultant shall be treated as non-responsive.	Rs. 75,000/-

3. Validity of the Offer

The offer shall be kept valid for a minimum 120 days from the date of opening.

4. Eligibility Criteria

4.1. General: - An Applicant should have experience and expertise in providing consultancy services in the field of financial and real estate. The Applicant should also have the minimum work experience, Key Personnel and infrastructure in the respective field.

4.2. Minimum Experience of the Applicant

4.2.1. In this document, unless the context otherwise requires, reference to a firm shall be construed as reference to any International Property Consultant Firm (IPC) or other



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

consultancy firms or any other firms engaged in transaction advisory services, asset monetization, project management.

4.2.2. An Applicant should have handled or completed at least 5 transaction advisory projects in the last 10 calendar years (01.01.2012 to 31.12.2021) w.r.t.

- I. Monetization of land and building or
- II. Experience in REIT listing or any other mode of monetization of property assets of reputed Public/ Private organisations or
- III. PPP (Public Private Partnership) transactions

Note : International assignment undertaken by the applicant firm shall be considered

4.2.3. An Applicant should have received a minimum of INR 20 Crores (Rupees Twenty Crores) per annum as professional fees during each of the last five financial years (01.04.2017 to 31.03.2022)

*Professional fee should be duly certified by statutory body like Chartered Accountant or Independent Auditors who are competent to do so as recognized by the State concerned. as certified by its / their Statutory Auditors as per format in RFE Form-6B."

Note: The Financial Eligibility shall be based on the audited annual financial statements of the Bidder for the preceding Five Financial Years ending March 31st as specified above.

In the case of a Bidder whose financial year does not end on the 31st of March, the annual financial statements of the last Five Financial Years corresponding to the preceding financial years as specified above will be considered. Financial Statement for part year will not be accepted.

The annual professional fees of the Partnership Firm can be considered as the annual professional fees of the Partner(s) in proportion to their respective stake in the Partnership Firm for Financial eligibility of such Bidder/ members of Consortium.

4.3. Experience of Key Personnel: - The Applicant should have in its team Key Personnel as specified below fulfilling the eligibility conditions.

Key Personnel	Educational Qualification	Length of Post Qualification Professional Experience before PDD	Type of Experience
Financial Expert	MBA (Finance) / CA / CMA from ICAI or equivalent	10 years	She / He should have worked as Financial Expert for minimum Five consultancy assignment involving real estate transaction Advisory Projects in the last 10 Calendar Years (01.01.2012 to 31.12.2021). She / He should be on the rolls of the Applicant.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Key Personnel	Educational Qualification	Length of Post Qualification Professional Experience before PDD	Type of Experience
Marketing Expert	MBA or equivalent in Marketing / Finance	10 years	She / He should have worked as Marketing Expert on minimum Five Transaction Advisory Projects in the last 10 Calendar Years (01.01.2012 to 31.12.2021). She / He should be on the rolls of the Applicant.

Note:- M.Com/MBA in Rural Management shall not be accepted.

In addition, PPP Expert and Architectural & Real Estate Expert if required for any project will be notified on a case-to-case basis and can be hired accordingly. Architectural & Real Estate Expert should be from the state where the project is located. Qualification & experience of PPP Expert and Architectural & Real Estate Expert should be as detailed below, and credentials shall have to be submitted at the time of requirement for any project. The qualification criteria shall be as follows:

Key Personnel	Educational Qualification	Length of Post Qualification Professional Experience before PDD	Type of Experience
Architectural & Real Estate Expert (If required) *	Bachelor of Architecture or, domain equivalent ; Needs to be registered with COA) and	12 + years of post qualification experience as Architect	1. For sites in Metro & Tier 1 cities : -- 3 work in the concerned city. 2. For sites in Tier 2 cities : -- 3 work in the concerned city/ Development area/District/ Adjoining districts. 3. For sites in rest of the cities : -- 3 work in the concerned state.
PPP Expert (If required) *	<ul style="list-style-type: none"> MBA Finance/ equivalent/C A Or Any graduation degree 	<ul style="list-style-type: none"> For MBA, etc.: minimum 05 years of PPP experience For any graduation degree: minimum 10 years of experience 	Should have transaction advisory experience of PPP projects and have experience of managing bidding process, PPP project structuring and should have experience of at least 3(three) eligible assignments

4.4. The authorized signatory of the applicant must sign and stamp all the pages of the Terms & Condition document and certificates, CVs, degrees, audit reports of



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

financial statements etc.

- 4.5.** Applicant should submit details of its own and its Key Personnel's experiences in the specified forms duly certified by HR Head / Statutory Auditor / Authorised Signatory as well as the Key Personnel **in the absence of which their claim regarding meeting the eligibility criteria would not be entertained.**
- 4.6.** In case the Consultant proposes to engage any retired officials of Central/State Govt./PSUs, it should be done as per extant policy/guidelines.

5. Eligibility Proposal

- 5.1.** The Application shall be submitted with a letter of proposal in the format specified in Form-1. Information on Eligibility should be submitted in Form - 2 to 7 duly certified as per requirement detailed below every form. The CVs of the personnel of the Consultancy Team shall be submitted in Form-8.
- 5.2.** Consultancy team shall consist of Key Personnel specified at Para 2.5 of ITA and such other experts/specialists and managerial/support staff to be deployed either at project site or off site such that the Consultant should be able to complete the Consultancy successfully within the time schedule specified in draft Terms of Reference (TOR). The Consultant may also take the assistance of any sub-consultant for carrying out any part of the consultancy.

6. Tender Clarification

- 6.1.** The Applicant may contact the RLDA office on any working day if any clarification is required.
- 6.2.** The reply to all queries shall be uploaded on the website **[www.tenderwizard.in /RLDA](http://www.tenderwizard.in/RLDA)**.

7. Evaluation of Applications

- 7.1.** The Application submitted by the Applicant shall be evaluated by the RLDA. The empanelment process shall be solely based on the eligibility criteria as laid down in this RFE document. To facilitate evaluation of proposals, RLDA may, at its sole discretion, seek clarifications in writing from any Applicant regarding its proposal in the format as considered appropriate by RLDA.
- 7.2.** Notwithstanding anything to the contrary contained in this RFE, RLDA may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a proposal that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Applicant, provided it conforms to all the terms, conditions of the tender documents without any material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects, in any substantial way, the scope, quality or performance of the contract; (ii) that limits, in any substantial way, inconsistent with the tender documents, RLDA's rights or the selected Applicant's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Applicants, who are presenting eligible proposals.

8. Conflict of Interest

- 8.1.** An Applicant shall not have a Conflict of Interest with regard to the future RFPs. Any Applicant found to have such a conflict of interest shall be disqualified from participation in the relevant RFP(s) in the future process of calling financial proposals.
- 8.2.** RLDA requires that the Consultant provide professional, objective, and impartial advice



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

and at all times hold RLDA's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of RLDA.

8.3. Without limitation on the generality of the foregoing, the Consultant and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

- a. If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-consultant) and any subsidiaries or entities controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing Consultancy services to RLDA for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.
- b. A firm which has been engaged by RLDA to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently providing goods or works or services related to the same project.
- c. An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same project (other than a continuation of the Firm's earlier consulting services) till one year from the date of completion of services under this Consultancy.

9. Empanelment

- 9.1.** Based on the assessment of the Applicant and its Team, the list of empaneled Consultants will be prepared, and the Applicants will be informed by RLDA.
- 9.2.** Applicant will be asked to submit its acceptance of empanelment within 15 (fifteen) days after issue of Letter of empanelment by RLDA.
- 9.3.** If the Consultant fails to comply with the stipulation indicated in Clause 9.2 (unless any period is relaxed by RLDA for compelling and genuine reasons; and the decision of RLDA in such case would be absolute & final), the Applicant will be removed from the Empanelment.

10. Future Assignments

- 10.1.** In future from time to time as per the requirement, the RLDA will send the Request for Proposal (the "RFP") for any of the Activities 1/2/3/4 and/or 5, to the empaneled Consultants.
- 10.2.** Within 15/21 days (or as per the time limit given in RFP) of such request by RLDA, the Consultants shall be required to submit their financial proposal of the RFP along with requisite EMD Declaration Form.
- 10.3.** RLDA will either accept the lowest eligible bid or call the lowest eligible bidder for negotiations. The representative authorized by the Consultant shall only be permitted to negotiate the financial offer and other terms to conclude a binding agreement. In case the negotiation fails, rate quoted initially by the bidder shall be considered for evaluation.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- 10.4.** In case the lowest tendered amount (Consultancy Fee) of 2 (two) or more consultants are same, the consultants will be asked to submit sealed revised offer in the same format as the original quote. The lowest tender shall be decided based on the revised offers received.
- 10.5.** The Lowest bidder in terms of contract agreement and upon successful completion of negotiations, if required, shall be considered for issue of LOA. The selected Consultant shall be required to send its acceptance of LOA within 07 (seven) days of issue of LOA and commence the consultancy within 10 (ten) days of issue of LOA.
- 10.6.** The selected Consultant shall be required to sign a Contract Agreement within 15 days of issue of LOA or within the time as extended by RLDA due to administrative reasons.
- 10.7.** If the Consultant fails to comply with any of the conditions indicated in RFE/RFP (unless any period is relaxed by RLDA for compelling and genuine reasons; and the decision of RLDA in such case would be absolute & final), the LOA can be withdrawn duly forfeiting the Earnest Money of the Consultant and the Applicant may be removed from the list of enlisted Consultants.
- 10.8.** The consultancy reports for studies carried out by other F&M Consultants previously, if any, or the details available with RLDA, shall be shared with the appointed Consultant after issue of LOA.
- 11. Other Conditions**
- 11.1.** The future consultancy services shall stand completed on Financial Close, if applicable, and / or after signing of Development / Lease Agreement by the Developer of the Project. However, if RLDA decides not to proceed with the bidding process for the time being in such a case the future consultancy services shall stand completed on receipt of all necessary approvals from RLDA Authorities for the studies already conducted. The decision of RLDA shall be final and binding. Further if the Consultant is not interested to continue the services beyond the time frame as specified in future assignments, the Consultancy shall stand terminated with mutual consent between RLDA and Consultant.
- 11.2.** In case of any re-tendering, extension of tender submission dates, delay in inviting tenders etc. due to administrative / legal reasons, RLDA reserves the right to either discontinue the services of the Consultant without any claims whatsoever or to direct the existing Consultant to continue their consultancy services till successful completion of the activities specified in draft Terms of Reference (TOR) or to such extended / re-tendered process. RLDA's decision in this regard shall be final and binding on the Consultant.
- 11.3.** If an empaneled Consultant fails to submit five consecutive financial proposals for future RFPs, for reasons other than on account of Conflict of Interest in terms of Clause 8.0 of ITA, RLDA can take action to remove the name of the Consultant from the list of empaneled Consultants and forfeit the security deposit / Performance Guarantee kept with RLDA. RLDA's decision in this regard is final and the effected consultant will not have any claim on this forfeited amount.
- 11.4.** All the empaneled Consultants of Panel 1 shall also be eligible for carrying



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

out Panel 2 Assignments subject to they have consented/applied for it.

12. EARNEST MONEY DEPOSIT (EMD) for RFE

- 12.1.** The Applicant is required to submit an Earnest Money Deposit (EMD) for **Rs. 75,000/-** (Rupees Seventy Five Thousand only) **to be paid online only** on e-tendering portal using the e-payment gateway to ITI Limited.
- 12.2.** EMD of unsuccessful Applicants shall be returned with 15(Fifteen) days of issue of empanelment Letter. EMD of successful applicant will be treated as Security Deposit and retained by RLDA as Security Deposit for the total period of Empanelment over which no interest shall be admissible for the security deposit.
- 12.3.** If the Consultant fails to comply with the stipulations indicated in various Clauses, the EMD will be forfeited and the Applicant will be removed from the Empanelment unless any period is relaxed by RLDA for compelling and genuine reasons and the decision of RLDA in such case would be absolute & final.
- 12.4.** Bidders registered with MSME, Govt. of India as Micro & Small Enterprise for similar nature of work will be exempted from making payments towards Bid Document Fee and payment of Earnest Money Deposit (EMD) subject to submission of valid registration with MSME, Govt. of India. However, all other prescribed eligibility criteria will remain applicable on such bidders also. In case of exemption from payment of cost of Bid Document Fee and Earnest Money Deposit as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the bidder(s) during bid submission. The onus of proving that the bidder is exempted from payment of the cost of Bid document fee and payment of Earnest Money Deposit will lie squarely on such bidder(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by RLDA as a valid bid. At a later stage, if it is discovered from the uploaded documents that such bidder(s) is/are not entitled for the exemption from payment of cost of Bid document fee and payment of Earnest Money Deposit, their bid shall be treated as non-responsive and rejected outrightly.
- 12.5.** The bidder is liable for punitive action in following cases:-
 - a) If the applicant withdraws its proposal (Offer) during the Proposal Validity period.
 - b) If the successful Applicant fails to accept the Letter of Acceptance in writing within the time specified in this document or any extension thereof granted by RLDA.
 - c) If the successful Applicant (Bidder) fails to sign the agreement within the time specified in this document or any extension thereof granted by RLDA.
 - d) If the successful applicant imposes any condition after the Proposal Due Date affecting the original proposal.
 - e) If the Successful Applicant fails to submit the Performance Security within stipulated time.
- 12.6.** Under Punitive action the bidder shall be banned from submission of bids in any works/Service Tender issued by RLDA for a period of 12 months from the date of such banning done.

13. Schedule of Payment

- 13.1.** Under the terms of the contract, payments to the Consultants will be made periodically in accordance with the laid down schedule in the Terms of Reference for future assignments.
- 13.2.** The Consultancy fee shall be inclusive of all expenditure like conveyance,



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

incidentals, out-of-pocket expenses, payment to sub-consultants, registered valuers, etc. inclusive of all taxes and duties and nothing extra shall be payable, except GST. The fee of the Consultant shall be inclusive of all costs related to visits to the site, attending meetings, conferences and making suitable presentations etc.

NOT FOR BIDDING WITHOUT PAYMENT



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Part-II

Application and Proposal Forms (APF)

NOT FOR BIDDING WITHOUT PAYMENT



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

RFE Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,
DGM/ Tender
Rail Land Development Authority,
Unit No. 702 Floor, Konnectus Tower –II,
DMRC Building, Ajmeri Gate,
Delhi-110002.

Sub: - Empanelment of Financial & Marketing Consultants for Various Sites /Railway Colonies of Indian Railway Located PAN India

(PANEL -1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

Ref: - RFE No. RLDA/RFE/CT – 49 of 2022 Dated: 06.12.2022

Dear Sir,

1. With reference to your RFE Document dated _____ I/We, having examined all relevant documents and understood their contents, hereby submit our Application. The Application is unconditional and unqualified.
2. All information provided in the Application and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of empanelment as the Consultant for the aforesaid subject.
4. I/We shall make available to the RLDA any additional information it may deem necessary or require for supplementing or authenticating the Application.
5. I/We acknowledge the right of the RLDA to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last five years, we/any of the consortium members have neither failed to perform on any contract, as evidence by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - a) I/We have examined and have no reservations to the RFE Documents, including any Addendum issued by the RLDA;
 - b) I/We do not have any conflict of interest in accordance with relevant Clause or the ITA;
 - 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



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the RLDA 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 no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
8. I/We understand that you may cancel the empanelment Process at any time and that you are neither bound to accept any Application that you may receive nor to select the Applicant, without incurring any liability to the Applicants.
9. 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.
10. I/We certify that in regard to matters other than security and integrity of the country, we 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.
11. I/We further certify that in regard to matters relating to security and integrity or 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.
12. 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.
13. I/We hereby irrevocably waive off right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the RLDA and/ or the Government of India in connection with the selection of the Consultant or in connection with the Selection process itself in respect of the above-mentioned Project.
- 14. The Earnest Money of Rs 75,000/- (Rupees Seventy-Five Thousand only) to be paid online only.**
15. I/We agree and understand that the Application is subject to the provisions of the RFE document. In no case, shall I/We have any claim or right to whatsoever nature if I/We are not empanelled or our Application is not opened.
16. I/We agree to keep this offer valid for 90 (Ninety) days from the tender submission date specified in the RFE.
17. In the event of my/our firm being empanelled as the Consultant, I/We agree to accept the my/our empanelment in the form asked by RLDA. I/We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/We have studied the RFE and all other documents carefully. We understand that except to the extent as expressly set forth in the bid document, we shall have no claim, right or title arising out of any documents or information provided to us by RLDA or in respect of any matter arising out of or concerning or relating to the empanelment Process.
19. I/We agree and undertake to abide by all the terms and conditions of the RFE Document. In witness thereof, I/We submit this Application under and in the accordance with the terms of the RFE Document.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Yours faithfully,

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Applicant/Lead Member)

Encl: 1.RFE Document Fee, EMD to be paid online only.

2.Other Bid Forms

Note:-

1. If the Applicant is a consortium, a Joint Bidding Agreement (executed among all consortium members) showing joint and several liability of all members on Non-Judicial stamp paper of appropriate value but not less than Rs.100 shall have to be submitted along with the Application clearly stating the Lead Member of the consortium.
2. Scanned copy to be uploaded and **to be submitted in original duly signed with ink if required by RLDA at a later date.**
3. If the applicant wants to be part of Panel 2 so the team of key personnel of financial and Marketing Experts should be different as that for Panel 1. Same key personnel for both the Panels will not be accepted. Details of two separate teams to be provided for empanelment in both panels.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

RFE Form - 2

Advt. No.- RLDA/RFE/CT- 49 of 2022 Dated:06.12.2022

Particulars of the Applicant/Members of Consortium¹

1.1	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm or Lead Member of a consortium
1.2	State the following: Name of Company or Firm: Legal status (e.g., incorporated private company, unincorporated business, partnership etc.): 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 Particulars of individual(s) who will serve as the point of contact / communication with RLDA: (a) Name: (b) Designation: (c) Company: (d) Address: (e) Telephone Number/Mobile number: (f) E-Mail Address (g) Fax Number: Name, Designation, Address and Phone Numbers of Authorised Signatory of the Applicant: Name: Designation: Company:

¹ In case of consortium, the details of all Members of Consortium has to be submitted in this Form.

	Address: Phone No.: Fax No. :
1.3	If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms: (i) Name of Firm: (ii) Legal Status and country of incorporation (iii) Registered address and principal place of business.
1.4	For the Applicant, (in case of a consortium, for each Member), state the following information: i) In case of non-Indian company, does the company have business presence in India? <div style="text-align: right;">Yes/No</div> If so, provide the office address(es) in India. ii) Has the Applicant or any of the Members in case of a consortium been penalized by any organization for the poor quality of work in the last five years? <div style="text-align: right;">Yes/No</div> iii) Has the Applicant or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years and such black listing exists on the date of submission of application? <div style="text-align: right;">Yes/No</div> iv) Has the Applicant or any of the members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? <div style="text-align: right;">Yes/No</div>
1.5	Does the Applicant's firm/company (or any member of the consortium) combine functions as a consultant or designer along with the functions as a contractor and/or a manufacturer? <div style="text-align: right;">Yes/No</div> If yes, then for this work does the Applicant (and other member of the Applicant's consortium) agree to limit the Applicant's role only to that of a consultant/ designer and to disqualify themselves, their associates/ affiliates and/or parent organization subsequently from work on this Project in any other capacity (including tendering relating to any goods or services for any part of this Project) other than that of consultant and/or designer for RLDA? <div style="text-align: right;">Yes/No</div>

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Applicant/Lead Member)

Note:- Scanned copy to be uploaded and **to be submitted in original duly signed with ink if required by RLDA at a later date.**

NOT FOR BIDDING WITHOUT PAYMENT

Advt. No.- RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Statement of Legal Capacity

(on the letter head of the Applicant)

Ref.

Date:

To,

DGM/Tender

**Rail Land Development Authority,
Unit No. 702-B, 7th Floor,
Konnectus Tower, DMRC Building,
Ajmeri Gate, New Delhi-110002**

Sub:- Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India.

(PANEL -1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

Ref.:- Tender No. RLDA/RFE/CT- of 2022 Dated:

We hereby confirm that we, the Applicant (along with other members in case of consortium, constitution of which has been described in the Proposal*), satisfy the terms and conditions laid out in the RFE process.

We have agreed that _____(insert Applicant's name) will act as the Lead Member of our consortium.

We have agreed that _____(insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,
Authorised Signatory

For and on behalf of _____

**Please strike out whichever is not applicable*

Note:- Scanned copy to be uploaded and to be submitted in original duly signed with ink if required by RLDA at a later date.

Tender No.- RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Power of Attorney

(To be executed on `100 Non Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms _____, son/daughter/wife of _____ and presently residing at _____, who is presently employed with us / is retained by us and holding the position of ***** as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for **Empanelment of Financial & Marketing Consultants For Various Sites/Railway Colonies/Stations of Indian Railways Located PAN India (PANEL -1 FOR SITES VALUING MORE THAN RS. 300 CRORE)**, proposed to be empanelled by RLDA including but not limited to signing and submission of all applications, proposals and other documents and writings, participate in pre-bid and other conferences and providing information/ responses to RLDA, representing us in all matters before RLDA, signing and execution of all contracts and undertakings consequent to acceptance of our application and generally dealing with RLDA in all matters in connection with or relating to or arising out of our Application and/or upon empanelment thereof us till the entering into of the Agreement with RLDA.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 202* For

(Signature)

(Name, Title and Address)

Witnesses:

1.

Notarised

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

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.

Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

The Power of Attorney should be duly supported with the enabling Board Resolution of all the Consortium Members.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

Note : 1. Copy of Board Resolution is to be uploaded in support of Power of Attorney along with the application .

2. Scanned copy to be uploaded and to be submitted in original duly signed with ink if required by RLDA at a later date.



**Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India
(PANEL-1 FOR SITES VALUING MORE THAN 300 Crore)
RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022**

RFE FORM-5

Advt. No.- RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Particulars of Key Personnel

(Ref Clause 4 of ITA)

Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience@	Present Employment		Experience in no. of real estate projects
				Name of Firm	Employed Since	
Financial Expert						
Marketing Expert						

@ excluding period of Educational Qualification.

Certified by Statutory Auditor/Chartered Accountant/HR HEAD/Authorised Signatory of the company:-

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name and seal of the Applicant/Lead Member)

I/We, in our capacity as the Statutory Auditor/Chartered Accountant/HR HEAD/Authorised Signatory_____(Name of the Applicant/Member of the Consortium) certify that above details are correct.

Signature of the Statutory Auditor/Chartered Accountant/HR HEAD of the company/ Authorised Signatory of the company

Name & Seal of the Statutory Auditor/Chartered Accountant/HR HEAD of the company/ Authorised Signatory of the company

Note:- 1. Copies of Mark Sheets, Degrees and Experience Certificates of the key personnel are to be uploaded along with the application.

2.Scanned copy to be uploaded and to be submitted in original duly signed with ink if required by RLDA at a later date.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated:06.12.2022

RFE Form – 6-A

Advt. No.- RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Eligibility of the Applicant[#]

(Ref Clause 4 of ITA)

Name of the Applicant:

S.No	Name and brief description of Transaction Advisory Project @	Name of the Client	Date of completion of assignment **
1			
2			
3			

The Applicant should provide details of only those Transaction Advisory project(s) that have been undertaken by either the sole firm or member of the consortium.

@ in the field of development of real estate projects such as residential, commercial, township, institutional, railway station, metro station, metro rail system, airport or other urban building complex etc.

** Should be accompanied with completion certificates from the Client.

(Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Applicant/Lead Member)

Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant _____
(Name of the Applicant/Member of the Consortium) certify that above details are correct.

(Signature of the Statutory Auditor/Chartered Accountant)
(Name and Seal of the Statutory Auditor/Chartered Accountant)

- Note:-**
1. Copy of Completion Certificates are to be uploaded along with the application.
 2. Scanned copy to be uploaded and to be submitted in original duly signed with ink if required by RLDA at a later date.

Advt. No.- RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022**Financial Eligibility of the Applicant#****(Ref Clause 4 of ITA)**

The gross annual Professional Fees as per the audited annual financial statement of the last Five completed Financial Years should be presented in the following tabular format (along with the copies of Gross receipts in support of above documents) certified by the Statutory Auditor of the Bidder or of each Member (in case of a Consortium).

Name of the Applicant /Each Member of the Consortium:___

S.No	Head	Gross Annual Professional Fees in Indian Rupees
1.	Financial Years 2017-18	
2.	Financial Years 2018-19	
3.	Financial Years 2019-20	
4.	Financial Years 2020-21	
5.	Financial Years 2021-22	

* Exchange rate should be taken as `Rs.77 per US \$ for converting to Indian Rupees `.

(Name & Signature of the Authorised Signatory)
(Name and designation of the Authorised Signatory)
(Name and seal of the Applicant/Lead Member)

Certified by Statutory Auditor/Chartered Accountant:-

I/We, in our capacity as the Statutory Auditor/Chartered Accountant of _____
(Name of the Applicant/Member of the Consortium) certify that above details are correct.

(Signature of the Statutory Auditor/Chartered Accountant)

(Name and Seal of the Statutory Auditor/Chartered Accountant)

Note:

1. Copies of Auditor Reports with detailed notes in favour of Financial Statements **are to be uploaded along with the application.**
2. Scanned copy to be uploaded and **to be submitted in original duly signed with ink if required by RLDA at a later date.**
3. In case the bid form consists of more than one page then all pages have to be signed with seal by Statutory Auditor/Chartered Accountant.
4. In case Members of a Consortium are aggregating their individual experiences to qualify,

the above information must be provided separately for each Member strictly as per the specified format signed by the respective statutory auditors.

5. In jurisdictions (foreign country) that do not have Statutory Auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under Financial Eligibility criteria.
6. For those Bidders/their Members whose accounts are not required to be audited as per the law "Statutory Auditor" will be replaced with "practicing Chartered Accountant" who is a member of ICAI.
7. Partners of a Partnership Firm can participate as individuals or form a Consortium. The Financial experience of the partnership firm can be considered as the experience of Partner(s) in proportion to their respective stakes in the Partnership Firm for Financial eligibility for such Bidder/Member of Consortium. The Bidder has to also submit/upload the copy of Partnership Deed.

NOT FOR BIDDING WITHOUT PAYMENT

Advt. No.- RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022**Eligibility of the Key Personnel***(Ref Clause 4(iii) of ITA)*

Name of the Key Personnel:

Role in the Consultancy assigned:

S.No	Name and brief description of Transaction Advisory Projects	Name of the firm for which the Key Personnel Worked	Role of the Key Personnel in the project	Mandays spent on the project
1				
2				

(Signature of the Key Personnel)

Countersigned by:

(Signature of the HR Head/Authorised Signatory)

(Name and designation of the HR Head/Authorised Signatory)

(Name and seal of the Applicant/Lead Member)

Note:- Scanned copy to be uploaded and **to be submitted in original duly signed with ink if required by RLDA at a later date.**

Advt. No.- RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL

(Note:- Scanned copy to be uploaded and to be submitted in original duly signed with ink if required by RLDA at a later date.)

1. PROPOSED POSITION FOR THIS PROJECT:

(ONLY ONE CANDIDATE SHOULD BE NOMINATED FOR EACH POSITION)

2. NAME:

3. DATE OF BIRTH:

4. NATIONALITY:

5. PERSONAL ADDRESS:
TELEPHONE NO.
FAX NO. :

E-MAIL ADDRESS:

6. EDUCATIONAL QUALIFICATION:

(The years in which various qualifications were obtained must be stated)

7. OTHER TRAINING:

8. LANGUAGE & DEGREE OF PROFICIENCY:

9. MEMBERSHIP IN PROFESSIONAL SOCIETIES:

10. PROFESSIONAL EXPERIENCE (IN YEARS, excluding the period under item 6 & 7):

11. WORK EXPERIENCE IN THE RELEVANT FIELD FOR THE PROJECT:

12. EMPLOYMENT RECORD:

- (i) Period from
- (ii) Name of Employer/Firm
- (iii) Position held
- (iv) Brief Description of Duties

(Starting with present position, list in reverse order every employment held and state the start and end dates of each employment.)

TO:

(Clearly distinguish if the consulting firm was either (a) your "employer" i.e. you are/were a regular full-time employee of the consulting firm or (b) a "client" i.e. you are/or have worked as a consultant or an adviser with the consulting firm)

13. DETAILED TASKS ASSIGNED

(In this column, list tasks one by one and support each task by project experience in the right hand side column.):

14. EXPERIENCE ON ELIGIBLE ASSIGNMENTS - WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED.

(In this column, list project name, details of the project, location, year of completion, BUA/Land area of the project, Estimated capital cost of the project, consultancy fee of the project, position held, i.e. Team Leader, Surveyor, Architect, Real Estate Expert etc. and exact duties rendered and time spent on each project.)

15. PERSONAL/PERMANENT EMPLOYMENT STATUS CERTIFICATION *(Please follow the following format exactly. Omission will be treated as noncompliance)*

- (ii) I am a free lance consultant / adviser, not in the regular employment of the Consultant firm or associated firm. **Yes/No**
- (iii) I am a regular full-time employee of the Consultant or associated firm and since from _____(date). **Yes/No**

I, the undersigned, confirm that

- (i) To the best of my knowledge, this CV correctly describes myself, my qualifications, and

my experience; and

(ii) I am not employed by the Executing/Implementing Agency

I understand that any willful mis-statement in this CV may lead to my disqualification or dismissal, if engaged.

SIGNATURE of the Personnel:
DATE OF SIGNING: *Day Month Year*

Countersigned by-

(Signature of the HR Head/Authorised Signatory)

(Name and designation of the HR Head/Authorised Signatory)

(Name and seal of the Applicant/Lead Member)

Note:- 1. Signed Copies of Mark sheets and Degrees certificates are to be uploaded for verification of CVs along with the application.

2. Scanned copy to be uploaded and to be submitted in original duly signed with ink if required by RLDA at a later date.

NOT FOR BIDDING WITHOUT PAYMENT

Part-III
Draft of Contract Agreement

PROPOSED FORM OF CONTRACT for Future Assignments

Model CONSULTANCY AGREEMENT DATED . .

Between

RAIL LAND DEVELOPMENT AUTHORITY (RLDA)

and

[Name of Consultant]

for

**EMPANELMENT OF FINANCIAL & MARKETING CONSULTANTS FOR VARIOUS
SITES OF INDIAN RAILWAYS LOCATED PAN INDIA**

(PANEL-1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

At _____

Tender No. [**RLDA/RFE/ CT-of 2022 Dated:**]

Office of the

Vice Chairman

Rail Land Development Authority,

Unit No. 702-B, 7th Floor,

Konnectus Tower, DMRC Building,

Ajmeri Gate, New Delhi-110002



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

THIS AGREEMENT is made this _____ day of Two thousand and _____ **BETWEEN RAIL LAND DEVELOPMENT AUTHORITY**, a statutory body under the Ministry of Railways, Govt. of India having its office at Unit No. 702-B, 7th Floor, Konnectus Tower -II DMRC Building, Ajmeri Gate, New Delhi-110002 represented by [] (hereinafter referred to as "RLDA", which expression shall unless excluded by or repugnant to the context be deemed to include the successors, its offices, representatives and assigns)

and

[**NAME OF CONSULTANT**] having their office at [**ADDRESS OF CONSULTANT**] (hereinafter referred to as "the Consultant", which expression shall unless excluded by or repugnant to the context be deemed to include the successors, its offices, representatives, and assigns).

WHEREAS

- 1) The RLDA is a statutory authority constituted for the purpose of developing railway land for commercial use at different locations on zonal Railways.
- 2) The RLDA is desirous of engaging consultancy services for Architectural and Financial study of the Railway land and air space with Site Code [] at [location] Station within [] Railway Division under [] Railway (HQ) of approximate area [] Hectares for finding out the best possible commercial use.
- 3) The RLDA has issued Request for Proposal for Consultancy Services pertaining to Commercial Development of Vacant Land Plots/Airspace on [] (hereinafter referred to as 'RFP'), for Tender No. [], the "Terms of Reference" on the Scope of Work; Deliverables and Time Frame; and the Draft Report and "Instructions to Applicants". Both 'Terms of Reference and 'Instructions to Applicants' form an integral part of this contract.
- 4) The Consultant is an independent Consultant having particular skill and expertise in the field which the RLDA wishes to use and hence RLDA has selected the Consultant pursuant to this RFP for the purposes of the Project and he has agreed to provide services to the RLDA as per Terms of Reference (TOR) (hereinafter referred to as "**the Consultancy Services**" or "the Services").
- 5) The Consultant shall provide the Consultancy Services for the Site(hereinafter referred to as "**the Site**").
- 6) The RFP along with Annexure to this Agreement form an integral part of the contract. NOW THE PARTIES HEREBY AGREE: -

1. Interpretation

1.1. In this Agreement the following expressions shall have the following meanings: -

"Agreement" means this Agreement including 'Terms of Reference and 'Instructions to Applicants' of the Request for Proposal (RFP) for Consultancy Services Pertaining to Commercial Development of Vacant Railway land / air space and all



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

amendments and modifications thereto made in accordance with the provisions hereof --or which are incorporated herein expressly by reference.

“Confidential Information” includes all information supplied by the RLDA to the Consultant about the Project or the RLDA's affairs or finances or which comes into the possession of the Consultant during the course, or as a consequence, of its providing the Services to the RLDA.

“Consultant's personnel” shall include the Consultants employees; any person engaged to provide services by the Consultant and any other person acting on behalf of the Consultant.

"Force Majeure" means riots, war, exceptional weather conditions for the time and location of the Services, or any other cause beyond the reasonable control of the affected party which by exercise of reasonable diligence could not have been prevented or provided against, except financial distress.

“Party” means the RLDA, or the Consultant referred to individually; “Parties” means RLDA and the Consultant collectively.

“Consultancy Services” or “Services” means all of those services to be provided by the Consultant to the RLDA in accordance with this Agreement and as set out in Terms of Reference (Annexure-1) of the RFP and shall include all works incidental thereto.

1.2. In this Agreement: -

- 1.2.1 A reference to any Act of Parliament or to any other legislative instrument shall also include a reference to any consolidation, amendment or re-enactment of the Act;
- 1.2.2 The various headings appearing in this Agreement are only for the sake of convenience and shall not affect the interpretation of the subject matter of various clauses of this Agreement.

2. Consultancy Services

- 2.1. The RLDA hereby engages the Consultant to provide the Consultancy Services for the site with Site Code [] at [] within [] Railway Division under [] Railway (HQ) of approximate area [] Hectares on the terms and conditions set out in this Agreement.
- 2.2. The Services shall commence on the date of issue of Letter of Acceptance (hereinafter referred to as 'LOA') and shall be completed as per the detailed time-frame indicated in Clause 7.1 of Terms of Reference (TOR) of the 'RFP'.

3. Consultant's Services

- 3.1. The Consultant shall provide the Services with due diligence, to the best of his ability and making full use of his skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of RLDA.

- 3.2. In providing the Services, the Consultant shall devote such time and effort as may be



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

required to ensure proper performance of this Agreement duly within the time frame specified.

3.3. Time is the essence of the contract. Internal target dates as specified in Clause 7 – “Deliverables and Time Frame” of TOR of the ‘RFP’, should be strictly adhered to by the Consultant, failing which RLDA will have the right to take action against the Consultant in accordance with the contract which includes, and is not restricted to, imposition of liquidated damages vide Clause 4.4 of this Agreement and termination as per Clause 7 of the Agreement.

3.4. In providing the Services the Consultant shall comply with all the prevailing laws and legislation in force, both local and Central.

3.5. The Consultant will not reduce the proposed Consultancy team structure presented by it at the time of submitting its proposal. All key personnel of the Consultant will be readily available during implementation of the contract. RLDA will not consider substitutes of key personnel during contract implementation except under exceptional circumstances upto a maximum of 50% of key personnel and that too by equally or better qualified and experienced personnel. In no event, the Consultant will replace its key personnel without obtaining a prior written consent of RLDA.

For the purposes of this clause ‘key personnel’ refers to the personnel indicated by the Consultant in the ‘proposed project teams’ submitted with its proposal. Any failure on the part of the Consultant under this clause shall constitute a breach of this Agreement within the meaning of clause 7.2.

3.6. The Consultant shall, apart from providing services as mentioned in TOR of the RFP,

- hold meetings with the RLDA as often as the RLDA reasonably requires during the period of this Agreement,
- liaise with the RLDA as often and in such manner as may be necessary to secure the satisfactory and timely completion of the Services,
- at all times act in good faith; and
- report to the RLDA in writing of its progress fortnightly.

4. Delays in providing the Services by the Consultant and Extension of Time

4.1. The successful Applicant shall submit a Performance Security to RLDA for a sum equivalent to 3% of the Cost of the Consultancy or as applicable as per Law at the time of calling of tenders. The Successful Applicant shall have to submit Performance Security within 30 (Thirty) days from the date of issue of Letter of Acceptance (LOA) by RLDA. Extension of time for submission of Performance Security beyond 30 (Thirty) days and up to 60 (Sixty) days from the date of issue of LOA may be given by RLDA on written request of the Successful Applicant. However, a penal interest @15% per annum, on the amount of Performance Security, shall be payable by the Successful Applicant for the period of extension beyond 30 (Thirty) days. In case Successful Applicant fails to submit the Performance Security even up to 60 (Sixty) days from the date of issue of LOA, the contract can be terminated by cancellation of LOA and the consultant/bidder shall be banned from submission of bids in any Works/Service Tender issued by RLDA for a



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

period of 12 months from the date of such banning done on e-platform of RLDA i.e. www.tenderwizard.in/RLDA.

- 4.2. The Performance security shall be in the form of TDR/Demand Draft / Bankers' Cheque or Pay Order in favour of "Rail Land Development Authority", drawn on any nationalized or scheduled commercial bank and payable at New Delhi. The said Performance Security will be kept valid for 20 (Twenty) months from the date of issue of LOA initially. Thereafter if required due to administrative exigency or otherwise, the same shall be kept valid for further three months or for such period, as may be decided by RLDA, over and above the above period mentioned in the clause. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.
- 4.3. The Performance Security shall be released two months after the payment of the final bill and successful completion certificate issued by Competent Authority.
- 4.4. Delays: Any delay by the Consultant in the commencement or delay in performance of its contractual obligations shall render the Consultant liable to any or all of the following:
- a) Imposition of Liquidated damages (L.D.) @ 0.50% of the contract value per week, subject to maximum of 5% of the contract value. This may also include Forfeiture of Performance security.
 - b) Non-submission of final report by due date (unless the same is due to RLDA's administrative delays) may also attract levy of L.D. However, the same can be paid back to the Consultant for making good the default in subsequent target dates by non-slippage of the targets for subsequent/final activity.
 - c) Termination of the contract, in terms of Clause 7 below.
- 4.5. Extension of Time. Any delay/ non-performance arising out of / caused by reasons not attributable to and not under control of the Consultant, shall not attract the sanctions mentioned in Clause 4.4 above. If at any time during performance of the Contract, the Consultant encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify RLDA in writing of the fact of the delay, its likely duration and its causes. As soon as practicable, after receipt of the Consultant's notice, RLDA shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 4.6. Rates for extra work: Any extra work carried out by the Consultant on the instructions of RLDA which is not included in the scope of consultancy shall be executed as per man-days rates agreed upon between RLDA and the Consultant before execution of such items. The rates payable for such items shall be decided by RLDA and the Consultant in as short a period as possible after the need for the extra item has come to notice. The man-day rate of personnel indicated in Bid Form -10 of RFP shall be guiding factor for the same.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

5. Force Majeure

- 5.1. The Consultant shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 5.2. If a Force Majeure situation arises, either party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the RLDA in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 5.3. However, RLDA may terminate this Contract by giving a written notice of minimum 7 days to the Consultant, if as a result of Force Majeure the Consultant is unable to perform a material portion of the services for a period of more than 30 days. Material portion of the services for the purposes of this clause is defined in terms of deliverable and time frames mentioned in 'Terms of Reference' of the RFP. Termination pursuant to this Clause will not prejudice any pre-existing claims which either party may have against the other party.
- 5.4. Force Majeure Event includes the following events and/or circumstances to the extent that they or their consequences satisfy the requirements.
 - A. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Site.
 - B. Revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within the Site or near vicinity.
 - C. Nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Site and/or the Assets, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Site by the Consultant or any affiliate of the Consultant or any of their respective employees, servants or agents
 - D. Strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide, or political and affects the Site.
 - E. Any effect of the natural elements, including lighting, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within the site or near vicinity
 - F. Explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the Site or near vicinity.
 - G. Epidemic or plague within the site or near vicinity and
 - H. Any event or circumstances of a nature analogous to any events within the site or near vicinity.

6. Consultancy Fee

- 6.1. In consideration of the performance of the Service, the RLDA agrees to pay to the



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Consultant the sum of Rs[] representing the Consultant's fee as per the stage-wise payment schedule specified in Clause 8 of TOR of the 'RFP', subject to:

- 6.1.1. the Consultant delivers to RLDA the Report which meets the requirements specified in 'TOR' of the 'RFP' to the satisfaction of RLDA , and;
- 6.1.2. Receipt of an invoice from the Consultant at each stage, such invoice meeting the requirements of Ministry of Finance for Service Tax purposes.
- 6.2. No invoice shall be submitted by the Consultant for payment (and if submitted, the RLDA shall be under no obligation to pay such invoice) until such time as the Report satisfies the requirements of 'TOR' of the RFP.
- 6.3. The fee shall exclude the amount of Service tax payable as per extant stipulations of Ministry of Finance.
- 6.4. Marketing part of the any site may be opened to all the empaneled consultants and payment for success fee shall be as per payment terms defined in TOR. RLDA decision shall be final in this regard.**

7. Termination

- 7.1. Without prejudice to the succeeding provision of this clause, the Agreement shall stand terminated after the Consultant has rendered all the services to the satisfaction of the RLDA and the same are accepted by RLDA.
- 7.2. The RLDA may, by giving notice in writing, immediately terminate this Agreement if the Consultant or any of the Consultant's personnel:
 - 7.2.1. Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the Consultant within ten days of receipt of a notice from RLDA specifying the breach and requiring its remedy;
 - 7.2.2. Having remedied the breach referred to in sub-paragraph 7.2.1 further breaches the terms of the Agreement on two or more occasions;
 - 7.2.3. Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by RLDA of any Confidential Information;
 - 7.2.4. Commits any offence under the Prevention of Corruption Act 1988;
 - 7.2.5. Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning;
 - 7.2.6. Is guilty of delay in commencement of services or delay in performance of its contractual obligations.

7.3. RLDA may also terminate this Agreement in terms of Clause 5.3.

7.4. If in the opinion of the RLDA, Consultant becomes or is in jeopardy of becoming



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any of them RLDA shall be entitled to terminate this Agreement by notice to the Consultant. Consultant shall immediately notify RLDA should it be in jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.

7.5. Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.

7.6. RLDA also reserves the right to short close the Agreement any time after evaluation of Draft Report and/or Final Report. No compensation shall be payable beyond the services payable as per Payment Schedule.

8. Amendment/Waiver

8.1. No amendment, modification or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the parties, and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

9. Liability of Consultant to the Client

9.1. The Consultant shall be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Contract is established against him. The aggregate liability of the Consultant under this Agreement, or otherwise in connection with the services, in contract or tort, under statute or otherwise, shall in no event exceed the fees payable to the Consultant for its services.

10. Confidential Information

10.1. The Consultant agrees to treat all confidential information of RLDA as secret and confidential at all times.

10.2. The Consultant shall not, save for in situations falling under Clause 10.3 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the Consultant shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The Consultant agrees that the confidential information will not be disclosed by it or its personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause (i.e., Clause 10) shall survive the termination of this Agreement.

10.3. Without prejudice to Clauses 10.1 and 10.2 the Consultant may disclose confidential information to only those of its personnel who need to know it in order to provide the Service. However, in doing so the Consultant shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.

- 10.4. In the event any confidential information is disclosed by the Consultant or any of its personnel, RLDA will have the right to take action against the Consultant under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the Consultant and its personnel.
- 10.5. On termination of this Agreement (however such termination may arise) the Consultant shall deliver to the RLDA all working papers, computer disks and tapes or other material and copies provided to the Consultant by RLDA pursuant either to this Agreement or to any previous obligation owed to the RLDA regarding the Project.

11. Intellectual Property

- 11.1. The Consultant warrants that in providing the Services it shall not infringe copyright, patent, confidential information or any other intellectual property right of any third party and indemnifies the RLDA against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. In the event, the Consultant relies on or make use of any intellectual property right belonging to a third party, the Consultant would be solely responsible to negotiate and pay the royalty to the third party and no such expenditure would be payable by the RLDA.
- 11.2. The copyright including the database rights in all the works produced during the course of or in consequence of providing the Services shall belong to the RLDA absolutely. RLDA will be the owner of the copyright in the works produced during the course of providing service. RLDA has the right to use the same anywhere else, without paying extra compensation to the Consultant.

12. Disputes

- 12.1. Any disputes which may arise as to the terms of this contract will be dealt with in accordance with the provision of clause 12.
- 12.2. If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior managers or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.
- 12.3. If notwithstanding any steps taken by the parties pursuant to paragraph 12.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter will be referred to the Board of Directors/Board of Members of the respective parties, setting out the respective views on the issues and for the purpose of resolution of the dispute. If within fourteen (14) days, or such longer period as the parties may agree, of such



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

request they fail to meet or resolve the dispute then clause 12.4 will apply.

12.4. If notwithstanding any steps taken by the parties pursuant to Clause 12.3, the dispute remains unresolved within the time period previously agreed, then either party may serve notice on the other to require the dispute to be referred to arbitration. The Arbitrator(s) shall be appointed by Vice-Chairman of RLDA, from the panel of arbitrators of RLDA or otherwise, whose decision shall be final and binding. The arbitration proceedings shall take place at Delhi in accordance with the Arbitration and Conciliation Act 1996, as may be amended or re-enacted from time to time.

12.5. In case of court case, the jurisdiction of courts shall be Delhi only.

13. Status

13.1. Throughout the operation of this Agreement and upon termination the Consultant shall at all times have the status of a self-employed person and for the avoidance of doubt neither the Consultant nor the employees, agents or servants shall acquire the status of employee of the RLDA and shall not be entitled to any pension, bonus or other benefit (other than the fee payable under this Agreement) from the RLDA. The Consultant shall be and hereby undertake responsibility for all income tax liabilities or similar taxes and levies in respect of its fees and the Consultant hereby indemnifies the RLDA in respect of any claims that may be made by the relevant authorities against the RLDA in respect of income tax or similar contributions, taxes or levies relating to the Consultant's services pursuant to this Agreement.

14. Set Off

14.1. Whenever under this contract any sum of money shall be either overpaid to the Consultant by RLDA and therefore recoverable, or is otherwise payable by the Consultant to RLDA, then the amount due may be deducted by RLDA from any sum then due or which at any time thereafter becomes due to the Consultant under this contract. The exercise by RLDA of its rights under this provision shall be without prejudice to any other rights or remedies which are available to RLDA at any time under the contract, or otherwise in law or in equity.

15. Notices

15.1. Any notices to be served by the parties under this contract shall (subject to any contrary provision of this contract) be served by registered post or courier or facsimile transmission and any notice:-

15.1.1. to the RLDA shall be sent to Vice Chairman or to such other person/address as may from time to time be notified to the Consultant by the RLDA for the purposes of this paragraph;

15.1.2. to the Consultant, shall be addressed to the Consultant at the premises, or to such other person/address as may from time to time be notified to the RLDA by the Consultant for the purposes of this paragraph.

15.2. If a notice is served by:



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- 15.2.1. registered post or courier, it shall be deemed served on the second working day after posting;
- 15.2.2. facsimile transmission (FAX), shall be deemed served on the day of its transmission if transmitted prior to 6.00pm, or if it is transmitted after this time on the day in question then it shall be deemed served on the next working day;
- 15.2.3. either party may give notice to the other of change of address/telefax nos for Service of Notices in accordance with the provisions of this Section 15.

16. Governing Law

- 16.1. This Agreement shall be governed by and construed in accordance with the substantive laws of India.

17. Assignment

- 17.1. This Agreement is personal to the Consultant and any right or obligation arising under it may only be sub-contracted, assigned or otherwise transferred with the prior consent in writing of the RLDA, except to the extent mentioned elsewhere in this Agreement, more specifically in the 'Instructions to Applicants' of the 'RFP'.

18. Conflict of interest

- 18.1. An Applicant shall not have a conflict of interest with regard to this assignment. Any Applicant found to have such a conflict of interest shall be disqualified.
- 18.2. RLDA requires that the Consultant provide professional, objective, and impartial advice and at all times hold Authority's interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.
- 18.3. Without limitation on the generality of the foregoing, the Consultants, and any of its associates shall be considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:
 - (a) If there is a conflict among this and other consulting assignments of the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant. The duties of the Consultant depend on the circumstances of each case. While providing consultancy services to Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment.
 - (b) A firm which has been engaged by Authority to provide goods or works for a project, and any of its affiliates, will be disqualified from providing consulting services for the same Project. Conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and any of its



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.

- (c) An Applicant eventually appointed to provide Consultancy for this Project, as well as any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the construction and execution of the same Project (other than a continuation of the firm's earlier consulting services).

19. Entire Agreement

- 19.1. This Agreement together with the Schedules and Annexures attached thereto, as mentioned, constitutes the entire agreement of the parties in relation to its subject matter and supersedes any other agreement understanding or representation whether written or oral between the parties regarding it.

20. Severability

- 20.1. If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

21. Consultant's work on the Consultancy to be the property of RLDA

- 21.1. All deliverables (including the basis for various worksheets in soft form/any software) shall become the property of RLDA and shall be used by RLDA as deemed fit. Soft copies of deliverables shall also be furnished as required by RLDA.

22. Waiver

- 22.1. Any failure on the part of any party hereto to comply with any of its obligations, agreements or conditions hereunder may be waived in writing by the other party to whom such compliance is owed. In absence of such written waiver, no forbearance or other failure to insist on prompt compliance with any obligation, agreements or conditions hereunder shall be deemed to constitute a waiver of the rights of the party to whom compliance is owed.

AS WITNESS the signatures on behalf of the parties hereto

Signed on behalf of the

Rail Land Development Authority (RLDA) Authorised signatory

On this----- day of -----



(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Signed by the Consultant ()

On this----- day of -----

In the presence of the following witness

Witness signature

1. Witness name

Address

Occupation

Witness Signature

2. Witness name

Address

Occupation



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Annexure-1

Terms of Reference

(Part-II to be Reproduced)

NOT FOR BIDDING WITHOUT PAYMENT



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Annexure-2

Payment Schedule

(Clause 8.1 of TOR, to be reproduced)

All Forms of RFP submitted by the Consultant as part of tender to be part of the
Annexures to the Agreement



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Part-IV

Draft Terms of Reference

NOT FOR BIDDING WITHOUT PAYMENT



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Draft Terms of Reference (TOR)

Draft Terms of Reference described below will be applicable for the site to be assigned to the Consultant. However, it shall not be treated as final and RLDA may change it as per the requirement of the site. It should be read with the terms and conditions as indicated in the main contract of which this forms a part.

1 INTRODUCTION

- 1.1 Indian Railways (IR) has approximately 43,000 hectares of vacant land. Land, not required for operational purposes in the near future, is entrusted to RLDA by Railway Board in phases for commercial development. The size of plots varies from small plots to huge land parcels and in addition air spaces of Station buildings/Service Building etc. are also available for such commercial development/Colony Re-development.
- 1.2 The subject site under consideration for the consultancy is the vacant land/Railway Colony _____(the “**Project**”).
- 1.3 RLDA is following different models for commercial development of sites that are elaborated in Clause 5 of TOR.
- 1.4 In addition to the list of models indicated in Clause 5 of TOR, RLDA may adopt any other model or modify these models based on its experience, advice of its legal advisors and inputs provided by the Consultant(s). The Consultant while performing the Consultancy shall modify and supplement all its reports and deliverables, whenever required, so as to provide all financial and commercial data for implementation/execution of the model adopted by RLDA for appraisal
- 1.5 The standard parameters for some of the items to be used in financial analysis shall be given by RLDA initially. However, Consultant may adopt other parameters with justification thereof. Further, RLDA may issue, from time to time, uniform set of financial parameters to be followed by all financial consultants working for it on various project sites. Consultant shall adopt such parameters in all its financial computations even if it amounts to reworking of earlier reports of deliverables.

2 OBJECTIVE

- 2.1 The primary objective of this consultancy is to: -

A) For Architects and Real Estate Consultants

- (i) Study and survey the site, collect, and verify land records, prepare feasibility report.
- (ii) Preliminary design & architectural concept plans.
- (iii) All scope stated in Activity-1 & Activity-2

B) For Financial and Marketing Consultants

- (i) develop the financial model, suggest a project model.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- (ii) customise the bid documents based on RLDA's standard bid document.
- (iii) market the project; and
- (iv) assist RLDA in managing the bidding process for the commercial development of the project and selection of the developer / bidder generally through one stage two packet bidding system (unless there is a specific merit in going for two stage tendering system justified by the Consultant)
- (v) all scope stated in Activity-4 and / or 5.

in order to ensure: -

- (i) maximum participation and higher competition among prospective bidders.
- (ii) higher returns to RLDA with adequate safeguards against risks.
- (iii) attractive projects models for developers in terms of achievement of permitted FSI and realization of greater value for the site.
- (iv) that the bidding process is completed smoothly leading finally to signing of agreement with the selected Developer/Bidder.

3 SCOPE OF SERVICES

- 3.1 The services to be performed by the Consultant shall include but not be limited to the scope indicated in Clause 3 and 4 of TOR and/or any specific provision stated in the RFP. Consultant shall also perform all such services and activities which are not specified herein but that might be required for achieving the Objective of the Consultancy specified in Clause 2 above, framing of the reports and deliverables listed at Clause 6 & 7 of TOR and completing the Consultancy in terms of Clause 11 below.
- 3.2 **Meeting with the RLDA:** -The Consultancy requires close interaction with RLDA & Concerned Division Railway Officials for timely inputs, meeting and reviews, feedback/observation by RLDA. The Consultant shall actively associate in RLDA's reviews of various submissions and provide necessary clarifications, documents and back-up information for conducting the reviews at Delhi & Concerned Railway Division Offices. The respective Key Personnel of the Consultant shall be present in all important review meetings at RLDA office in Delhi as required by RLDA while other support personnel assisting the Key Personnel in the consultancy may attend other meetings.

4 Activities of the Services

- 4.1. **Activity-1:** Collection of data, Site Survey and Site Appraisal and scope stated in the RFP, if any, shall collectively be referred as Activity-1. The Consultant may also be supplied any information already available with RLDA. However, the Consultant is fully responsible for all activities stated below. Activity-1 shall also include following:

4.1.1. Collection of data:

Collection of details of title/ ownership of the Railway land (either from Railway or from the state revenue authorities), verification of the same from the Revenue Authorities



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

with respect to availability of title of the Railways and authenticated records from the same, superimposing of the proposed Site on the authenticated land records.

- (i) The Consultant shall collect relevant details, future plans from the concerned local bodies/departments and from the market regarding present and proposed planned development within the influence area of the site.
- (ii) Details of similar residential/commercial developments in the vicinity/city.
- (iii) Contact addresses with phone numbers of real estate developers active in the city, concerned officials of local bodies like Development Authority, Municipality, Revenue Authority, State Government, and others who are responsible/connected with land use/approval process.

4.1.2. Site Appraisal and Redevelopment:

- (a) The consultant shall carry out appraisal of the site with respect to its location area neighborhood developments and physical infrastructure like water supply, electricity, sewerage, roads etc.
- (b) Consultant shall ascertain requirement of roads/new roads. To study of present traffic flow and future impact on the proposed Re-development of Railway Colony and to give suggestion/design/specification to tackle future traffic flow.

4.1.3. Site Survey and Plans:

- (a) Carrying out site survey to locate the land boundaries including all topographical feature and obligatory points, surrounding roads/structures/drains etc. using modern surveying instruments and measure/plot the sides and diagonals of the site. Based on the survey, Consultant to prepare plan of the site showing all the details of the plot, existing structures, buildings as well as surroundings roads/buildings etc. The plan should also show the extent of all planned development features like building, roads etc. as well as details of encroachment, if any in consultation with Railways etc. Three copies of such plan in hard & soft form to be given.
- (b) All existing structure/ buildings and other components up to an area of 200m surroundings as per on ground. Detailed area/ tabulations of type of building structure and utilities etc. existing at site by giving their sizes, nos. etc. Collection of detail of site such as number of blocks and its area, number of units, service building, utilities etc., water supply sewerage, water tank, electric sub stations and distribution lines, etc. in liaison with concerned Railway Officials.
- (c) The following plans shall have to be prepared:
 - (i) By super imposing the site plan on the Google map or the like.
 - (ii) By super imposing the site plan on Master/Development/Land use plan.
 - (iii) Key plan showing the site and surroundings (Key Roads, approach, North Direction).
 - (iv) To show existing utilities, with dimensions by super imposing on the site plan.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- (v) By superimposing Khasra on site plan
- (vi) To show the redevelopment of existing infrastructure, by super imposing on the site plan and the land/built up area available/generated by redevelopment/relocation for residential/commercial development

4.1.4. Land use and Development Control Regulations/Bye-Laws etc.

- (a) To ascertain the existing permitted land use of the site, as per Master Plan provision or as confirmed by revenue/development authorities/local bodies including FAR/FSI and/or possible Built-up Area on the site setback provision, height restriction if any, permissible ground coverage as per Master Plan/Zonal Plan of the city/town and the applicable DCR/byelaws of the Local Development Authorities. This should also include prevailing rules on obtaining TDR, Premium FAR/FSI etc.
- (b) To ascertain the need and feasibility of change in land use (CLU) to residential/Commercial as per requirement (or the use recommended based on study by the Consultant) where the use is indicated otherwise in Master Plan. This shall include the process and the financial implication involved for change in land use. Time frame likely for such process may also be indicated with rationale.
- (c) Details of all clearances required (if any) for the proposed re- development of Railway Colony on the site.
- (d) One set of (Hard copy) Master Plan, applicable DCR Norms/building Bye-laws and any other relevant document to be/have been referred for the proposed re-development shall be made available to RLDA by consultant free of cost.

4.1.5. Real Estate Trends, Proposed Development and Land Value

- (a) To estimate cost of re-development of quarters & service building on required by Railway (details will be provided by RLDA). Along with these buildings/ structure cost of development of area & provision of services for re-development be also included in estimate for re-development.
- (b) To ascertain the FAR of site consumed in providing Railway Quarters & other service buildings & surplus FAR of site, available as per Bye-Laws / Master Plan which can be commercially exploited.
- (c) To carry out market survey and make demand assessment to assumed whether surplus FAR available with permissible product mix considering scope of re-development will be adequate to fund the redevelopment and whether there is demand for sale of FAR as per market scenario.
- (d) To ascertain the circle rate of the land for various uses in the area, market rate as per earlier transactions and as per Consultant's survey.

4.1.6. Recommendation of the Consultant about Feasibility of going ahead:

- (a) Based on collected data and site appraisal the Consultant shall prepare the preliminary estimates of cost of commercial development of railway land and expected lease premium from leasing of surplus/ remaining FAR for residential



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

development & other permitted use on lease basis (convenience shopping/commercial, institutional use etc.).

(b) The Consultant shall analyze considering (i) Circle rate (ii) Market rate, whether the Project is technically and financially feasible/viable for a private Developer and financially attractive enough for RLDA for carrying out the commercial development works.

(c) Based on above the Consultant shall submit a feasibility report for the Project specifically outlining its recommendations.

4.1.7. Based on the completion of Activity-1 above and submission of draft report thereon by the Consultant, RLDA will decide whether to go ahead with remaining part of consultancy. The decision would generally be based on the existing land use including feasibility of change in land use from local authorities and prima facie revenue potential of the site.

4.1.8. The consultant shall make power point presentation to RLDA of the architectural report at various stages. These reports shall be reviewed by RLDA. The consultant shall comply with the observation raised by RLDA and revise/modify the reports as may require from time to time.

4.2. **Activity-2:** Preparation of Architectural Plans/Layout Plan/Conceptual Master plan/re-development plan, as per the site condition & requirement and for the purpose of obtaining NOC or Sub-divisioning required, if any. Activity-2 shall also include following:

4.2.1. General

(a) The Consultant shall prepare the concept plans for Project/Redevelopment Project. The plans should be in conformity with the policy guidelines issued by the Ministry of Railways and the provisions of the local bye-laws and master plan to the extent the same is applicable to this Project. They are to be given in hard copy (3 numbers) as well as in soft form in editable format.

(b) To examine Master Plan/Building Bye-Laws provisions, directive/guidelines of local authorities as whether partitioning / sub-divisioning of land for re-development of railway colony and leasing remaining land/built up area for residential/commercial will be a pre-requisite and if so, the process thereof.

(c) Detailed site appraisal and re-development/rehabilitation/relocation plan (wherever applicable) will have to be made.

(d) Phasing of re-development and proposed development including development periods, if any, in close liaison / association with RLDA and Railway officials. The phasing plan should be executable without disturbing the utilities of residence to the extent possible.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

4.2.2. Architectural Concept Master Plans / Layout Plans:

- (i) Consultant shall prepare architectural concept plans for the proposed development and re-development if required keeping in view of occupancy, utility, parks, community halls, parking, playground etc.
- (ii) To provide propose FSI/FAR, building coverage, permissible height, green and open spaces for redevelopment and development areas.
- (iii) To provide existing zones, infrastructure, accessibility, circulation pattern and parking for redevelopment works.
- (iv) Complete phasing of development/redevelopment areas which shall include master planning of proposed development in consultation with concerned railway officials and RLDA.
- (v) Preparation of concept master planning of the area showing zoning of various land uses and relevant details, development/redevelopment strategy for implementation.

4.2.3. The Consultant shall also advise RLDA on the feasibility of exploitation of full potential of FSI at the site including any phasing in case of phased development, the consultant shall prepare above mentioned plan for each proposed phase of construction.

Note: Activity-2 shall commence only after written direction of RLDA, based on satisfactory/approval of Activity-1 report.

4.3. Activity-3: Change in Land Use- Not a Part of this TOR

4.4. **Activity -4:-** Preparing Financial Model, determining Lease Period, analysing and suggesting Project Model and determining reserve price in terms of Clauses 4.4.1, 4.4.2, 4.4.3, 4.4.4 and 4.4.5 shall be collectively referred as Activity-4. The Consultant shall be given the copies of Activities 1, 2 & 3 above, if already completed by RLDA. Activity-4 shall also include: -

4.4.1. **Real Estate Market and Proposed Developments:** - Consultant shall analyse different real estate segments to arrive at understanding of the local market dynamics and assess latent potential for different components i.e. retails, office and hospitality sector. Consultant shall study each component to form a base while preparing development option for the project site. In addition to above market assessment, Consultant shall carry out a perception study to identify expected projects, feedback on demand potential, developer's perception of the proposed site, potential for alternate development and key concerns, etc. Based on market assessment and developer's perception, Consultant shall also hold preliminary discussions with local body/department to assess acceptability of various development options considering the overall Master Plan. The Consultant shall also analyse various developments in the vicinity and their impact on the proposed development on the subject site by RLDA. Impact of development control norms including the possibility of their modification for the subject site should also be carried out.

4.4.2. **Financial Model for Lease Premium:** - The Consultant shall develop a financial model for the project for finding out the reasonable lease premium (or percentage share of revenue) that a developer can afford to pay ensuring minimum post tax



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Project IRR of 18% and Equity IRR of 22.5% or other fixed by RLDA. While doing so the Consultant shall follow the uniform financial parameters provided by RLDA. The Consultant should bring out various assumptions for revenue, cost and others, including basis thereof, which are used by it in the financial model. Financial model shall be prepared in MS-Excel program and a simplified summary sheet of the entire financial analysis should be prepared showing key data rows as: Year, Construction Cost, Cost of Redevelopment for railway, Interest During Construction, Land Premium, Project Cost Equity, Debt, Capital Expenditure, Debt Due, Total Revenues, Total O&M Expenditure, Project Cash Flows, Pre Tax Project IRR, Interest Payment, Depreciation for Corporate Tax, Corporate Tax, Project Cash Flow After Tax, Project IRR After Tax, Debt Repayment, Equity Cash Flows, and Equity IRR in that order.

- 4.4.3. **Lease Period:** - The period of lease (for suggested development options) that is most optimum for revenue generation and in the best interest of RLDA (Railways) with reasons may be provided within the permissible limit of 45/60/99 years based on guidelines to be provided by RLDA.
- 4.4.4. **Project Model:** - The Consultant shall suggest the most suitable project model among the list provided at Clause 5.0 for the proposed development at the site. While doing so the Consultant may suggest modifications to the existing project model or a new project model that is required for the site. The project model finally approved by RLDA shall form the basis for development of Bid documents for the project.
- 4.4.5. **Reserve / Guidance Price:-** Based on the past & present market rates and circle rates of land duly taking suitable factors for discounting for lease deal, size and location of land, and the lease premium computed from the financial analysis in terms of Clause 4.4.2, the Consultant shall carry out a comparative analysis to verify the suitability or correctness of each of them and suggest the reserve/guidance price to be adopted by RLDA for bidding. Depending on the project model to be followed, the reserve/guidance price may be either in terms of total lease premium payable in installments or a percentage share of revenue to be offered to RLDA. In case of payment of lease premium in installments or for revenue share project models, the Consultant shall use the present value of guaranteed payment to RLDA at a discount rate of 15% for comparison purposes with the market rate and the circle rate.

The valuation submitted by the Consultant should be also signed by a registered Valuer duly registered under Section 247 of Companies Act, 2013. (For certification from registered Valuer, RLDA will not pay anything to the consultant, consultant can hire Registered Valuer.)

- 4.5. **Activity-5:** - Preparation of marketing plan, Marketing of the Project, preparation of Tender/Bid document and assisting RLDA in Bid process shall be referred collectively as Activity-5. Activity-5 shall also include following:
- 4.5.1. The Consultant will be provided RLDA's Standard Bid Document. Consultant is required to suggest changes in document to suit Railway Colony Re-development Project including Form-12. The Consultant shall, based on RLDA's Standard Bid Document, prepare the bid documents consisting of the RFQ/RFP, the lease agreement including all its appendices, annexure and forms of the bid process. RFQ and RFP with lease agreement shall be prepared separately in case two stage bid process is followed:



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- (a) The Consultant shall prepare the variable parts of the bid documents consisting of the ITB (Part III), SCLA (Part IV) and Schedules and Specifications (Part V) including all its appendices, annexure and forms of the bid process. Schedule and specification for railway quarters and other building are to be finalized based on railway standards in consultation with RLDA. The Regulations for Bids and Lease Agreement (Part I) and General Conditions of Lease Agreement (GCLA) (Part II) prepared by RLDA, which remains same for all bids for commercial development, will be provided to the Consultant. Typical Part III, IV and V of Bid Documents used in previous bids by RLDA shall be provided to the Consultant for general guidance and also available on website. Efforts to be made that whatever changes are required in Part-I & Part-II, they are enabled by making suitable provisions in Part-IV (SCLA) to override provisions of Part-I & Part-II (GCLA), and only in case where this not possible, only then changes in Part-I & Part-II to be suggested. Provision for complying RERA regulations have to be made in bid document and it is also to be ensured that bidders indemnify RLDA/ Railway against RERA provisions. However, it is clarified that RLDA has so far not invited any Bids for the nature, size and extent of re-development and the Consultant may have to design the same, if required, in consultation with RLDA. The Consultant shall prepare Bid documents with relevant changes based on RLDA's Standard Bid Document.
- (b) The Consultant shall interact and coordinate with RLDA for modification required for the project site and be responsible for integration of all the parts and customization for the project site. The final draft of bid document shall have to be got legally vetted by an experienced and professionally qualified legal adviser in commercial contracts for the soundness and completeness of the bid documents. The legal vetting should be got done from amongst empanelled lawyers of RLDA or other mutually agreed lawyer, at consultants' cost. The Consultant shall also assist RLDA in managing the bidding process. This would include (but not limited to) preparation and issue of suitable advertisement (cost of which would be borne by RLDA), anchoring of pre-bid conference(s), assisting RLDA in responding to queries, short-listing of qualified bidders, evaluating the bids received and recommending selection of the developer.
- (c) If required, the Consultant shall prepare Bid Document based on standard bid document of RLDA duly incorporating EPC contract elements for re-development of colony including services and public amenities etc. Parking and other works as required for colony re-development, to make colony habitable. This EPC portion of the project will have to be designed and constructed by the proposed developer and handed over to the RLDA/ Railway free of cost. The Project Model finally approved by RLDA will form the basis for development of bid documents for the project. This shall be finalized by the Consultant (including their Legal Consultant) in consultation with RLDA.
- (d) **Escrow Agreement:** -The consultant has to study escrow account practice of RLDA. As per practice, the SPC created by the Selected Bidder shall have to execute Escrow Agreement, as per the draft format specified in Annexure-A of LDHB Part-II [General Conditions of Lease Agreements], open & operate an Escrow Account in terms of SCLA and GCLA. Through operation of such an Escrow Account, 90% (**suitable percentage to be suggested**) of Project Revenue or maximum up to the total dues of RLDA, whichever is lower, shall be mandatorily set aside towards reconstruction of Railway Colony & developer part of construction as well as payment of outstanding installments of Lease Premium and Additional



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Lease Premium till all the payments against such outstanding installments are fully paid to RLDA. Only after completion of project and payment of all RLDA dues, the Escrow Account shall be terminated. The draft format of Escrow Agreement shall be finalized jointly by the Selected Bidder/Lessee, Lender Bank & RLDA duly incorporating the requirement of RERA, safeguards of RLDA, Lender, Sub-Lessees and provisions of any other Applicable Laws. The Selected Bidder/Lessee shall also submit a legal opinion on the draft Escrow Agreement from a reputed legal firm selected after discussion with RLDA.

The consultant has to suggest any change required in above and its water flow mechanism.

- (e) Sub-Lease Deed: - The consultant has to study standard format of sub-lease deed as per LDHB and considering re-development project, if any change is required consultant should submit the proposed draft sub-lease deed duly vetted by empanelled Lawyer of RLDA or other mutually agreed lawyer, at consultant's cost.
- 4.5.2. **Preparing Collaterals/PIM:** - The Consultant shall prepare Collaterals/ Project Information Memorandum for the Project site and get it approved from RLDA. While preparing PIM, the Consultant shall supplement the details already collected in above previous activities or available with the Consultant and other information such as Google maps, information about the city and its real estate/retail market etc. as may be required by the bidders for preparing their bids. Collaterals/PIMs shall be prepared by the Consultant in an attractive coloured form worthy of marketing the Project and required no. of coloured printouts (minimum 25 or as decided by RLDA) should be made available by Consultant to RLDA.
- 4.5.3. **Marketing & Contacting Prospective Bidders:** - The Consultant shall carry out requisite marketing exercise to elicit adequate response from developers and other interested parties and submit Expressions of Interest (EOIs) from end users, enabling developers to assess the profitability ahead of the tendering process, whom the Consultant has contacted in the course of the study as well as during the bidding process and who have indicated their interest in the proposed development. The format for submission of EOIs shall be submitted by the Consultant to RLDA for approval. The consultant shall send marketing experts for all formal site visits organized by RLDA for the prospective bidders and explain the site to the interested parties. The Consultant shall provide list of developers/investors (with address, email & phone nos.) who have been contacted for this site and also who have shown their interest in the bidding process at least 20 days before the date of submission of bid. The consultant shall coordinate with the respective zonal Railway's representatives and the interested bidders for arranging such site visits as may be required. The Consultant shall prepare and give presentation(s) during pre-bid or other meetings with developers, anchor the meetings and explain the merits of the site and features of tender document in each such pre-bid meeting for the prospective bidders. The Consultant shall compile the queries of Bidders in such pre-bid meetings or otherwise sent through emails or post and make suggestions to RLDA against each such query. The Consultant shall carry out other such necessary efforts for maximizing participation by prospective developers in the bidding process. The Consultant shall submit a list of developers likely to participate in the bid at least 10 days before the last date of submission of bid so that RLDA is assured of adequate response in the bid. The cost of pre-bid meeting shall be borne by RLDA, but the Consultant shall have to bear the cost on account of travel, hotel stay etc. of his team members.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- 4.5.4. **Bid Process Management and Selection of Developer:** - Generally a single stage two packet bid process is to be followed unless otherwise recommended by the Consultant with reasons and agreed to by RLDA. Technical bid will be opened on the due date of opening of the bid. The Consultant shall carry out the evaluation of the technical bids against the respective criteria specified in the Bid Documents including legal documentary compliances. The technical bid evaluation shall be completed by the Consultant within a maximum period of 3 calendar days of opening and submit its report to RLDA on conclusion of such evaluation. The report should cover the clarifications required to be asked from a bidder, if any. On receipt of clarifications from bidders, the Consultant shall verify them against the clarifications sought and submit its report within a day to RLDA. For evaluation of bids the Consultant shall depute adequate number of competent personnel at RLDA's office in Delhi.
- 4.5.5. **Negotiation and Execution of Lease Agreement:** - The Consultant shall assist RLDA in negotiations, finalization and entering into lease/authorization agreement with the selected developer/bidder. The consultant shall also provide consultancy in drafting / execution of Escrow Agreement, if required.
- 4.6. **Optional Activities:** - These following activities will be carried out by the Consultant after obtaining specific permission/request from RLDA in writing. The payment for these activities shall be based on the lump sum rates given in Clause 8.1 of TOR.
- 4.6.1. **Activity-6 (Updating of Valuation):** RLDA may ask the original Financial Consultants to carry out this activity in case there is a long gap between the original valuation and the bidding time due to any reason. This will include updating the Reserve Price by carrying out fresh market survey of real estate trends, circle rate, market rate and other developments prevailing at the time of resurvey. However, the Consultant shall be supplied with the original valuation reports. This activity has to be compulsorily done by the original Consultant if available on the list otherwise other Financial Consultants will be asked to carry out this activity. This activity shall have to be completed normally within 15 days.
- 4.6.2. **Activity – 7 (Financial Close):-** For the important and large sites, RLDA may be required to carry out the financial close of the project, preferably through the original Financial Consultant who has done the financial consultancy, if existing on the list. However, the Consultant shall be supplied with all required reports in this regard, if available with RLDA.
- 4.6.3. **Activity-8 (If required): (Providing, Erection & Fixing of display board at site):** - The consultant has to provide one to two display board at site for which he will be paid. The work will involve providing erection and fixing in position of display board at RLDA site, of size 2.44 x 1.80 meter, with high quality flex banner, welded in rolled steel box tubular section made of ISA 25x25x2/3 mm (or) 30x30x4 mm, all around and from top to bottom along the height at every 0.6m centre to centre, to be fixed on steel angle main frame with verticals & horizontal member size ISA 100x50x5 mm or ISA 75x75x6 mm, the steel angle frame to be fixed to two vertical posts of ISMC 200 welded together to form a box section going upto top of the frame and at lower level (1.5M height) each post to be supported by a strut of ISA 75x75x6 mm welded together to form a box embedded in suitable foundation, including earthwork, excavation of size 0.6x0.6x1.2 meter dully filled with sand of 15mm thick, CC concrete (1:3:6) of 15 cm thick and remaining filled with mass concrete of M20 mix. The ground



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

clearance of display board should be 1.5m. The painting of the entire MS section shall be made with approved quality paint of 2 coats over primer. On 2.44m x 1.80m board, the background colour and the names shall be written with approved quality of flex prints with approved content with letters of specified font and language, drawings, pictures etc., as approved by RLDA.

5 Project Models being followed

- 5.1 **Upfront Lease Premium Model with BG's** – Bidding criteria is the lease premium, and the development agreement and lease deed are to be signed after payment of 1st installment of lease premium and submission of bank guarantees for the remaining installments along with interest @10.5%p.a. on the outstanding amount.
- 5.2 **Lease Premium Model with or without marketing rights** – Bidding criteria is the lease premium, and the development agreement is to be signed after payment of 1st installment of lease premium. The Developer has to pay lease premium in 4-6 installments spread over 3-6 years depending upon size of the project. The Developer shall be given license rights only for construction and marketing & the lease rights through execution of lease deed shall be given after it pays the full amount of lease premium or submits bank guarantees for the remaining installments to RLDA. If the marketing rights are given during the license period, the realization of installments from Developer shall be through Escrow A/c mechanism.
- 5.3 **Revenue Sharing Model** – Bidding criteria is the percentage revenue share, and the development agreement is to be signed after payment of fixed amount of payment to RLDA. The Developer has to pay the quoted percentage share from the revenues earned from utilization or sub-leasing of the spaces within the project subject to a payment of a minimum guaranteed amount every year through Escrow A/c mechanism.
- 5.4 **Annual Payment model** – Bidding criteria is the Annual Payment to be made from the first year of operation (with provision for built-in escalation) and the development agreement is to be signed after payment of initial fixed amount of payment to RLDA. The Developer has to pay the minimum guaranteed amount every year as the developer has bid through Escrow A/c mechanism.
- 5.5 **For the projects involving the development of railway station along with commercial development of land/air space or any re-development works:** - The cost of development/re-development shall be borne by the developer from the revenue generated from the commercial development of land/air space as such the financial model should have to include this aspect.
- 5.6 RLDA may adopt any other model of development as suggested by the Consultant on merits.

6 Preparation and presentation of Reports

- 6.1. The Consultant shall prepare and deliver the Consultancy Report in draft before final report. The report shall be prepared site-wise or clubbed together.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- 6.2. To submit comprehensive report or detailed project report (DPR) including existing and proposed development/redevelopment.
- 6.3. The consultant shall make power point presentation to RLDA of the architectural report at various stages. These reports shall be reviewed by RLDA. The consultant shall comply with the observation raised by RLDA and revise/modify the reports as may require from time to time.
- 6.4. The Consultant shall prepare a Project Information Memorandum (PIM) for the information to the bidders bringing out salient features of the site.
- 6.5. All reports (draft as well as final) should be submitted in coloured print in spiral bound form each in 03 copies along with Soft Copy. All drawing should be submitted in A-3 size paper.
- 6.6. In pursuance of this TOR, the Consultant shall prepare and deliver the Consultancy Report in draft as well as final stage.
- 6.7. The name of the consultant who shall be doing valuation and name of the consultant who will be reviewing the valuation shall have to be disclosed in the Valuation report submitted to RLDA.
- 6.8. **For All Activities:** - The Consultant shall make power point presentation of the draft report (Architectural/Financial) to RLDA, in which all Key Personnel should be present. Each of these reports shall be reviewed by RLDA and discussed in formal meetings at RLDA office with the Key Personnel of the Consultant and observations shall be forwarded to the Consultant subsequently. The Consultant shall comply with these observations and revise/modify the reports as may be required from time to time to the satisfaction of RLDA. If required, the Consultant may submit supplementary reports to clarify or modify some parts of the earlier submitted report. The final report as approved by RLDA shall form the basis for the bid documents. The Consultant shall prepare a Project Information Memorandum (PIM) for the information to the bidders bringing out salient features of the site.
- 6.9. All reports (draft as well as final) should be submitted in coloured print in spiral bound form each in 02 copies.

7 Deliverables and Tentative Time Frame

- 7.1 All deliverables mentioned are of the Consultant unless otherwise specified therein shall be as given below:-

Item (Refer Clause 4.0 of TOR)	Deliverable	Time Frame
Activity-1	Draft Report	6 weeks
	Approval by RLDA	2 weeks
	Final Report after consultation with	2 weeks



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Item (Refer Clause 4.0 of TOR)	Deliverable	Time Frame
	concerned railway Officials and RLDA	
Activity – 2	Draft Report (Architect Concept Plan/Layout Plan/Master Plan along with do-ability as per site condition)	6 weeks
	Approval by RLDA	1 week
	Making changes as per RLDA directives and submission of final report	1 week
The start date of Activity-1 will be reckoned from date of issue of LOA.		
Activity – 4	Draft Report (Financial) & submission of list of Prospective Developers along with the Marketing Plan	4 weeks
	Approval by RLDA	2 weeks
	Final Report	2 weeks
Activity – 5	PIM & Draft bid documents	2 weeks
	Approval by RLDA	1 week
	Final Bid documents	1 week
	Call of bids	1 week
	Award of LOA	10-15 weeks
	Signing of Lease Agreement (X)	8 - 20 weeks
Optional Activities		
Activity – 6	Draft Report (Financial)	2 weeks
	Approval by RLDA	1 week
	Final Report	1 week
Activity – 7	Financial Close	2-4 week
Activity – 8	Providing Erection and fixing of display board.	17 week (parallel to Activity 2)



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

- 7.2 The Consultant should simultaneously give presentation to RLDA, outlining the proposals, with alternatives, financial and other implications etc. at Activity-1, Activity-2, 4 & 5 stage, if required as per directions of RLDA.
- 7.3 Evaluation of tenders including invitation and evaluation of clarification leading to issuing of Acceptance Letter to the Developer shall be the responsibility of selected F&M consultant and shall be completed within the period specified above from the date of issue of Letter of Acceptance of this consultancy assignment. In case tender submission date is extended by RLDA or re-tender is required due to any administrative or legal reasons, RLDA would extend the above period accordingly and the Consultant shall complete the respective activities within such extended period without any extra payment.
- 7.4 All deliverables (including the basis of various worksheets in soft-form/any software) shall become the property of RLDA and shall be used by RLDA as deemed fit. Soft copies of deliverables should also be furnished as required by RLDA.
- 7.5 The development/ lease agreement including Escrow Agreement if required (duly improved/customized by the Consultant as required) will be executed by RLDA with the selected Developer/Bidder. The Consultancy shall continue till the execution of the development/ lease agreement. The completion time of each consultancy shall as per the Letter of Acceptance or within such time as may become necessary due to extension in tender submission date, re-tender, legal matters or such other administrative matters contingent upon such bidding.

8 Tentative Schedule of Payment

- 8.1 Under the terms of the contract, payments to the Consultant will be made periodically in accordance with the deliverables above and as per schedule below:

Sl. No.	Stage of Payment	Payment Amount {% of quoted Fee in Bid form for future bidding}
1	Activity-1: On submission of Draft Report	05%
2	Activity-2: On submission of Final Report	15%
3	Activity-4: On Completion of Activity-4 and submission of list of prospective developers	15%
4	Activity-5	
a.	Submission of Final Bid Documents along with submission & approval of PIM and attending of Pre-bid Meeting	5%
b.	Upon receipt of minimum two eligible bids duly recommending the F&M consultant or without any recommendations*	5%
c.	Upon issue of LOA	5%



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

Sl. No.	Stage of Payment	Payment Amount {% of quoted Fee in Bid form for future bidding}
d.	After receipt of 1st instalment of Lease Premium	10%
	Upon signing of Development Agreement and Escrow Agreement (if required)	40%
6	Optional Activity – 6 (Updating of Valuation)	5% of quoted amount
7	Optional Activity – 7 (Financial Close)	5% of quoted amount
8	Optional Activity -8: Providing, Erection & Fixing of display board at site	As per actual or as decided by RLDA on mutual basis
Note: *In case one Eligible bid is received then payment admissible is 2.5 %		

8.2 Depending upon the requirement, site, and other factors, RLDA may be at liberty to get executed any or all activities from the consultant.

8.3 All post bid activities to be necessarily done by the nominated F&M consultant.

9 Marketing and Success Fees

9.1. Marketing part of the any site may be opened to all the empaneled consultants and payment for success fee shall be as per payment terms defined in TOR. RLDA decision shall be final in this regard.

9.2. The consultant selected by RLDA for F&M consultancy of a particular site shall be responsible for valuation, product and model suggestion as per market survey, documentation, marketing, liasoning with prospective bidders, pre-bid conferences, bid evaluation and hand holding upto Appointed date. Since their quote is for entire consultancy and they accept the success fee conditions at the time of quoting, they will be liable to continue upto the end of consultancy as per TOR/Agreement.

9.3. Payment of Success Fee:-

9.3.1. For Commercial Development work:- Success fee shall be calculated and payable to the F&M Consultant based on Upfront Lease Premium quoted by the selected developer.

9.3.2. For Railway Colony Re-development Works: - Success fee shall be calculated and payable to the F&M Consultant based on total consideration i.e. Upfront Lease Premium quoted by the selected developer + Cost of Re-development Works as indicated in RFP with the rider that success fee component of Re-development cost shall be paid to F&M Consultant only after completion of Re-development works.

9.3.3. Based on the upfront lease premium offered by the bidder, the total success fee will be paid by RLDA shall be calculated as follows:



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

S. No.	Upfront lease premium offered by the Bidder	Success fee
1.	More than Rs. 50 Crore & upto Rs.100 Crore	Rs.30 lakh plus 0.25% of the amount by which upfront lease premium amount exceeds Rs. 50 Crore.
2.	More than Rs. 100 Crore & upto Rs. 300 Crore	Rs.42.50 lakh plus 0.1% of the amount by which upfront lease premium amount exceeds Rs.100 Crore
3.	More than Rs.300 Crore & upto Rs.500 Crore	Rs.62.50 lakh plus 0.05% of the amount by which upfront lease premium amount exceeds Rs.300 Crore
4.	More than Rs. 500 Crore & upto Rs.1000 Crore	Rs.72.50 lakh plus 0.025% of the amount by which upfront lease premium amount exceeds Rs.500Cr.
5.	More than Rs. 1000 Crore	Rs.85.00 lakh plus 0.025% of the amount by which upfront lease premium amount exceeds Rs.1000 Crore subject to a maximum amount of Rs.2 Crore..

9.4. Payment of Success Fee

A. Payment of Success Fee if marketing is opened to all empanelled consultants

- The Selected Developer/bidder will be required to indicate the name of the empaneled consultancy firm who has facilitated bidding in Form-2 or Form-12 of the RFP for leasing of the site. Part success fee for the site shall be payable to the consultant recommended by the selected developer for having facilitated her / his bid.
- RFP documents and PIM will be shared to all empanelled consultants.
- Success fee, as specified vide clause 9.3 of the TOR, shall be payable to the F&M consultant nominated by RLDA, as well as other empanelled consultant recommended by the selected developer in the ratio of 40%:60%, or as defined by RLDA from time to time. The distribution of success fees shall be as follows:
 - 30% of the amount of Success Fee within 30 days after receiving of first installment of the Lease Premium by RLDA from the selected Developer/Bidder, and
 - 70% of the amount of Success Fee on signing of the Development/Lease Agreement and/or Escrow Agreement with the Developer/Bidder.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

NOTE :In case of withdrawal from the contract by selected Developer/Bidder after issue of Letter of Acceptance, no success fee will be payable to Either of the Consultant.

- iv. In case the selected Developer / Bidder specifies the name of F&M consultant nominated by RLDA for the site, 100% Success fee due as per the table above, or as specified by RLDA for the specific site, shall be payable to the nominated F&M consultant. The payment shall be made as per in Clause 9.4A(iii).
- v. In case the selected developer recommends the name of an empanelled consultant other than the F&M consultant nominated by RLDA for the site, 60% of success fee due as per the table above, or as specified by RLDA for the specific site, shall be payable to the consultant whose name is mentioned in RFP Bid Form-2 or Bid Form-12. 40% of success fee payable as per the table above, or as specified by RLDA for the specific site, will be paid to the nominated F&M consultancy firm for the said site, provided at least one of the other bidders have recommended the name of the nominated F&M consultant. The payment shall be made as per in Clause 9.4A(iii).

B. In case the Selected bidder does not recommend the name of any consultancy firm, 40% of the success fees shall be paid to the nominated F&M consultancy firm of the subject site, provided at least one of the other bidders have recommended the name of the nominated F&M consultant. The payment shall be made as per in Clause 9.4A(iii).

9.5. Payment of Success Fee if marketing is done by nominated consultant only:-

- i. Financial and Marketing Consultant shall be entitled to receive 100 % Success Fee from Rail Land Development Authority (RLDA) in the following manner:
 - (a) 30% of the amount of Success Fee within 30 days after receiving of first installment of the Lease Premium by RLDA to the selected Developer/Bidder, and
 - (b) 70% of the amount of Success Fee on signing of the Development/Lease Agreement and/or Escrow Agreement with the Developer/Bidder.
- ii. In case of withdrawal from the contract by selected Developer/Bidder after issue of Letter of Acceptance, no success fee will be payable to the Consultant.
- iii. Any stage payment of success fee will be effected only after getting 1st instalment of **lease premium** from the developer. So, if at any stage LOA needs to be cancelled due to default of the developer before paying 1st instalment, no success fee will be paid to consultant.

9.6. Incentive for the nominated F&M consultant:

In case, the nominated F&M Consultant can get more than 3 Technically suitable bids with the developer duly recommending the name of the F&M consultant for a particular site, an incentive shall be payable as per details below: -



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

a.	3 (Three) bids	No Incentive
b.	4 (Four) bids	2.5% (Two Point Five Percent) of the success fee ordinarily payable to the F&M consultant or Rs. 05 (Five) lakhs whichever is lower
c.	5(Five) bids or more	5% (Five percent) of the success fee ordinarily payable to the F&M consultant or Rs. 10 (Ten) Lakhs whichever is lower

Note: - Incentive will only be payable after signing of Lease Agreement (LA).

9.7. Failed Attempts:

- 9.7.1. When marketing part is opened to all consultants then for each failed marketing attempt, i.e., when no bid duly recommending the name of the nominated F&M consultant is received, no success fee shall be payable to the F&M consultant for the particular bid.
- 9.7.2. For cases, where the selected bidder withdraws or does not deposit 1st instalment of Upfront Lease Premium, the payment assigned i.e., success fee payable to the Financial & Marketing Consultant for future bids shall be reduced by 10% (Ten Percent) of his success fee component in first attempt and cumulatively for 3 (Three) failed attempts, shall be reduced by 30% (Thirty Percent) of his success fee component.
- 9.7.3. This will be applicable only when bidding is done after the site being recommended as feasible by the consultant and the **positive** variation between final value suggested by the consultant and Reserve Price finalized by RLDA remains within 10% (Ten percent).

10 Consultancy Team and Project Office of the Consultant

- 10.1. The Consultant shall form a multi-disciplinary team (the "Consultancy Team") for undertaking the RFP. The consultancy team shall consist of experts who have the requisite experience.
- 10.2. The Consultant shall be allowed to replace the Key Personnel having experience not lower than the minimum eligibility condition with the approval of RLDA.

11 Completion of services

- 11.1 Consultancy services should be completed as per the time specified in each RFP.
- 11.2 **Extension:** - The Consultant must complete the Consultancy as per time frame given in the clause 7.1 above. However, upon request of the Consultant and seeing the overall progress, RLDA may or may not grant the extension with / without Liquidated Damages. If no request for seeking the extension is received from the Consultant, it shall be presumed that the Consultant is not interested in the Consultancy and the RLDA shall take further necessary action in terms of the Contract Agreement and may or may not initiate the process for fresh selection of the Consultant. After completion of the scheduled time, if the consultancy is not going



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

ahead due to any reasons attributable to RLDA / Railways then the Consultant can make request of closing the consultancy without any liability on the either side after the scheduled period of the completion of the Consultancy.

- 11.3 The Consultant shall provide all support services in the nature of advice and clarifications to RLDA in respect of any issue that may come up during the period between issue of LOA and the signing of the Lease Agreement.
- 11.4 All the study outputs including primary data shall be compiled, classified, and submitted by the Consultant to the authority in soft form apart from the deliverables indicated in Clause 6 above. The study outputs shall remain the property of the RLDA and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of RLDA.
- 11.5 In case of any re-tendering, extension of tender submission dates, delay in inviting tenders, etc. due to administrative / legal reasons, RLDA reserves the right to discontinue the service of the present Consultant without any claims whatsoever
- 11.6 Both the valuation and marketing personnel and Architectural / Master Planning personnel shall work in close Coordination with each other. The Financial and Marketing personnel will provide necessary support for the Urban Designing and Master Planning and coordinate regularly with architectural personnel & RLDA for master planning/phasing and will provide feedback/suggestions as per market requirements. Accordingly, the financial model/valuation shall have to be carried out as per the requirements of Master Planning/Phasing in parts or for complete area, wherever required.
- 11.7 The Financial Consultant may also be asked to carry out the valuations for different lease periods of 45-99 years without any extra cost. The valuations may have to be carried out either in parts or in full and for various uses such as Residential / Commercial / Mixed etc. as decided by RLDA.
- 11.8 The financial model / valuation shall have to be carried out as per the requirements of Master Planning / Phasing in parts or for complete area, wherever required. In case of phased development requirements, the consultancy fee / success fee shall be paid on pro-rata basis as per outcome of master planning.
- 11.9 **Delays:** Any delay by the Consultant in the commencement or delay in performance of its contractual obligations shall render the Consultant liable to any or all of the following:
- 1) Imposition of Liquidated damages (L.D.) @0.50% of the contract value per week, subject to maximum of 5% of the contract value. This may also include Forfeiture of Performance security.
 - 2) Non-submission of final report by due date (unless the same is due to RLDA's administrative delays) may also attract levy of L.D. However, the same can be waived off and refunded to the Consultant for making good the default in subsequent target dates by non-slippage of the targets for subsequent/final activity.
 - 3) Termination of the contract, in terms of Clause 12 below.



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

11.10 **Extension of Time:** Any delay / non-performance arising out of / caused by reasons not attributable to and not under control of the Consultant, shall not attract the sanctions mentioned in Clause 11.9 above. If at any time during performance of the Contract, the Consultant encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify RLDA in writing of the fact of the delay, its likely duration, and its causes. As soon as practicable, after receipt of the Consultant's notice, RLDA shall evaluate the situation and may at its discretion (which shall not be unjust / unreasonable) extend the Consultant's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

12 Fore-closure of Consultancy-

12.1 RLDA reserves the right to foreclose the consultancy at any stage of the Consultancy for administrative reasons. RLDA decision shall be final and binding on the Consultant in this regard and no claim of any kind shall be admissible in this regard.

13 Special Terms of Reference for the Consultancy:

13.1 The Consultant shall carry out the Consultancy as per TOR, ITA and Application and Proposal Forms & Special Terms of Reference as given below:

13.2 The area of the site is approximate and will be finalized during the consultancy. However, any variation in the site area will not have any impact on the consultancy fee i.e., consultancy fee will not change because of change in the site area.

13.3 Consultant has to prepare all the documents required for submission of application for CLU/NOC (if required). The required number of copies of various documents/drawings in requisite size and two additional sets are to be provided by the consultant.

13.4 The site is "as is where is" basis.

13.5 If the quarters/service building existing in the present site are to be re-located to a new railway site as proposed by zonal railways., the consultant shall develop Concept Layout Plan or Zoning for railway quarters as required by zonal railways.

13.6 **Completion Time:** - The Completion Time of the consultancy is 18 months from the issue of Letter of Acceptance (LOA) or within such time as may become necessary due to extension in Tender submission date, re-tender, legal matters, or such other administrative matters contingent upon such bidding for selection of the Developer.

13.7 RLDA reserves the right to foreclose the consultancy at any stage of the Consultancy for administrative reasons. RLDA decision shall be final and binding on the Consultant in this regard and no claim of any kind shall be admissible in this regard.

13.8 Before starting the work on Activity 2, 4, 5, 6, 7 & 8 prior approval of RLDA shall be taken and no financial expenditure shall be admissible till then.

13.9 In addition, the Marketing Consultant may also be asked to carry out the valuations for different lease periods of 30-99 years and NPV at different rates of discount, without any extra cost. The valuations may have to be carried out either in parts or in full and for various uses such as Residential / Commercial / Institutional etc. as decided by



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India

(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)

RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

RLDA.

- 13.10 Maximum Number of assignments which a Financial & Marketing Consultant can carry out at one point of time as an enlisted consultant is restricted to 16 (Sixteen) assignments. The consultant carrying out 16 (Sixteen) Nos. of ongoing assignments through this empanelment of RLDA at the considered point of time, shall not be entitled to get their further bid considered in evaluation of such tenders. The site for which the consultant has submitted final valuation report after presentation and incorporating the suggestions of RLDA shall be treated as Completed assignment on getting certification from Concerned nodal officer to that effect only. This limit of 16 Consultancies can be varied by RLDA as per its requirements at any point of time. The decision of RLDA shall be final and binding for all consultants.**

14 Variation:

- 14.1 The Consultancy shall be carried out as per the scope, TOR, and Schedule. Notwithstanding anything, RLDA may increase / decrease the scope of the consultancy for the use of optional activities, other than stated in the deliverables of TOR. However, the variation in the Scope / Fee shall be limited to 50% of the Consultancy Fee. Notwithstanding the above, if the Consultancy is delayed on account of RLDA / variation, the Consultant will be allowed additional time as may be reasonably required. No other compensation will be paid whatsoever.**



Empanelment of Financial & Marketing Consultants for Various Sites / Railway Colonies of Indian Railways Located PAN India
(PANEL-1 FOR SITES VALUING MORE THAN Rs. 300 Crore)
RFE No. RLDA/RFE/CT- 49 of 2022 Dated: 06.12.2022

BID FORM FOR FUTURE BIDDING
RFP No. RLDA/RFP/CT- / FINANCIAL PROPOSAL
(PANEL -1 FOR SITES VALUING MORE THAN RS. 300 CRORE)

We, the undersigned, offer to provide the consultancy services in accordance with your Terms of Reference of the RFP. We also accept, without any deviation, the terms and conditions of the above tender. Our *Lump-sum fee* (exclusive of GST but inclusive of all other taxes and levies) for the services would be as under:

Assignment	Engagement of Consultant from Empanelled Consultants for providing consultancy services for [Name of site]
Site Name
Approx. area
Site Code
Estimated Cost
Consultancy Fee	
In Figures (Rs.)	
In words (Rs.)	

Note :

- (1) In case of any discrepancy between words and figures, the former will prevail i.e., in words shall prevail.
- (2) We understand clearly that you are not bound to accept any Application you receive. We also understand that incomplete or conditional offers would be summarily rejected.
- (3) The inter-se ranking shall be worked out only on the basis of consultancy fee offered by the consultant. Any other condition added shall be treated as conditional tender and shall be summarily rejected.
- (4) Any discount offered in success fee shall be treated as conditional tender and shall be summarily rejected.
- (5) Zero and Negative quotes will not be accepted.
- (6) Incomplete offers would be summarily rejected.

Yours Faithfully
Authorized Signatory
Name
Seal of the Company

Dated: