



REQUEST FOR PROPOSAL DOCUMENT FOR

Project Management Consultancy for:

Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

Issued on 20-01-2017

NCB Bid Document No.: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC

**Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
MINISTRY OF RAILWAYS
COUNTRY: INDIA**

DISCLAIMER

The information contained in this Request for Proposal document (RFP Document / Bid Document) or subsequently provided to Consultant(s), whether verbally or in documentary or any other form by or on behalf of DFCCIL or any of their employees or advisors, is provided to Consultant(s) on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided.

This RFP Document is not a contract but an offer/ invitation by DFCCIL to the prospective Consultants or any other person for entering into a contract. The purpose of this RFP Document is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by DFCCIL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. This RFP Document may not be appropriate for all persons, and it is not possible for DFCCIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, statements and information contained in this RFP Document may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP Document and obtain independent advice from appropriate sources.

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

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

DFCCIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused or arising from reliance of any Consultant upon the statements contained in this RFP Document.

DFCCIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP Document.

The issue of this RFP Document does not imply that DFCCIL is bound to select a Consultant or to appoint the selected Consultant for the Project and DFCCIL reserves the right to reject all or any of the offers without assigning any reason whatsoever.

Each Consultant shall bear all its costs associated with or relating to the preparation and submission of its offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DFCCIL or any other costs incurred in connection with or relating to its RFP Document. All such costs and expenses will remain with the Consultant and DFCCIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Consultant in preparation of submission of its offer, regardless of the conduct or outcome of the tendering process.

CONTENTS

Disclaimer

SECTION 1 Notice Inviting 'Request for Proposal'

**SECTION 2 Instructions to Consultants, Data Sheet and
Evaluation & Selection Criteria**

SECTION 3 Proposal Forms (Technical & Financial)

SECTION 4 Terms of Reference

**SECTION 5 Form of Agreement, General Conditions of
Contract**

SECTION 1

Notice Inviting 'Request for Proposal'

Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

SECTION 1

NOTICE INVITING 'REQUEST FOR PROPOSAL'

No.: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC DATE: 20-01-2017

1. **Dedicated Freight Corridor Corporation of India Limited (DFCCIL)** invites sealed proposals on single stage two packet system, from experienced and reputed Consultants, that are registered in India, to provide **Project Management Consultancy Services** for execution of work involved in:

Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.
2. **Period of Completion for Consultancy Works: 24 months + 24 months defect liability (Notification) period.**
3. **Scope of Consulting Services:** The scope of the Project Management Consultancy Services required by DFCCIL for the above mentioned Project is detailed in Section 4 (Terms of Reference) of the RFP Document.
4. **RFP Documents:** The interested Consultants may obtain further information from the 'Request for Proposal Document (RFP)' which can be obtained between 10.00 hrs and 17.00 hrs on all working days from 20-01-2017 to 15-03-2017 in person from the DFCCIL Office at the address, given in paragraph 9 below, on payment of non-refundable document fee of **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft / Pay Order / Banker's Cheque from any Scheduled Bank / Nationalised Bank in favour of '**Dedicated Freight Corridor Corporation of India Limited**' payable at **Delhi/New Delhi**.
RFP Documents requested by post will be dispatched by courier on payment of an extra amount of Rs 1,000/- (Rupees One Thousand only).
5. RFP document can also be downloaded from Dedicated Freight Corridor Corporation of India Limited websites www.dfccil.gov.in and the bids can be submitted on the downloaded document along with a separate Demand draft/ Pay Order/Banker's Cheque for an amount of Rs.10,000/- (Rupees Ten thousand only) from any scheduled bank/ nationalised bank, in favour of 'Dedicated Freight Corridor Corporation of India Limited' payable at Delhi/New Delhi, towards the cost of RFP documents at the time of tendering in a separate envelope marked "cost of RFP document" failing which the offer will be summarily rejected. Please note that, if any drawings are referred to in the RFP document, the cost of such drawings shall be inclusive in the cost of RFP document. For viewing the drawings and to have a copy of the same, the Bidder can contact this office on any working day. It will be the responsibility of the bidder to check and see any addendum/corrigendum issued in this

regard from the website from time to time and ensure submission of bid along with all addendum/corrigendum. No Addendum/Corrigendum will be published in News Papers and will be hosted on DFCCIL website only.

6. **Bid Security:** The proposals must be accompanied by Bid Security of **INR 35 Lakhs** (Rupees Thirty Five Lakhs) in the form of FDR / Demand Draft / Pay Order drawn on any Scheduled Bank / Nationalised Bank in India. Non submission of the requisite Bid Security shall lead to summary rejection of the proposal.
7. **Receipt of Proposals:** Sealed proposals should reach DFCCIL at the address given in Para 8 below not later than **15:00 Hrs on 16-03-2017**. Bids will be opened on the same day at **15:30 hours** in presence of Consultants' representatives who choose to attend. Dedicated Freight Corridor Corporation of India Limited will not be responsible for any delay in receiving the RFP documents by the Consultant or in receipt of their proposals. DFCCIL reserves the right to accept/reject any or all proposals without assigning any reason thereof. **Proposals received after 15:00 Hrs on 16-03-2017 shall not be considered and shall be returned to the bidder unopened.**
8. The Consultancy firms will be selected based on fulfilling the eligibility criteria detailed in this RFP document.

9. **Address For Communication:**

Group General Manager/CO/EC,
Room No 508,
Dedicated Freight Corridor Corporation of
India Limited,
5th Floor, Pragati Maidan Metro Station
Building Complex, New-Delhi-110 001.

**Tel No. 011-23454690,
23454700**
Telefax No. 011-23454701
**Email:
mukeshjain@dfcc.co.in**

10. **Pre-Bid Meeting:** - A pre-bid meeting will be held on **14.02.2017 at 15:00 Hrs** in the Corporate Office of Dedicated Freight Corridor Corporation of India Limited, at 4th floor, Pragati Maidan Metro Station Building Complex, New Delhi- 110 001 to clarify any issues and answer any queries on any matter relating to the services, as stated in the clause 2 of ITC.

**Group General Manager/CO/EC
Dedicated Freight Corridor Corporation of India Ltd.**

SECTION 2

**Instructions to Consultant, Data Sheet and
Evaluation & Selection Criteria**

CONTENTS

Description

A Definitions

B INSTRUCTIONS TO CONSULTANTS

1 Introduction

1.1 General

1.2 Selection of Consultants

1.3 Familiarization of Site and other details of the Projects

1.4 Examination of RFP Documents

1.5 Conflict of Interest

1.6 Fraud and Corruption

1.7 Only one Proposal

1.8 Proposal Validity

1.9 Participation of Government Employees

2 Clarifications And Amendments To RFP Documents

2.1 Pre-bid Meeting

2.2 Clarifications

2.3 Addendum

3 Preparation Of The Proposal

3.1 Components

3.2 Language

4 The Proposal

4.1 General

- 4.2 Proposal
- 4.3 Documents Comprising Proposal Format
- 4.4 Proposal Content
- 5 Submission, Receipt And Opening Of Proposals**
- 5.1 Submission of Fully Responsive Proposal
- 5.2 Submission of Proposals
- 5.3 Deadline for submission of Proposals
- 5.4 Bid Security
- 5.5 Modifications and withdrawal of proposals
- 5.6 Opening of Proposals
- 6 Negotiations**
- 7 Confidentiality**
- 8 Notification Of Award**
- 9 Signing Of Contract**
- 10 Performance Security**
- 11 Contract Commencement Date**
- 12 Time Of Completion**

- C DATA SHEET (ANNEXURE-I)**
- D DATA SHEET ATTACHMENT 1
(CRITERIA FOR EVALUATION & SELECTION)**
- E DATA SHEET ATTACHMENT 2 (SITE FACILITIES)**

A. DEFINITIONS

- a) “Employer” means Dedicated Freight Corridor Corporation of India Limited.
- b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- c) “Contract” means the Contract signed by the Parties and all the attached Documents listed in Form of Agreement.
- d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) “Day” means calendar day.
- f) “Government” means the Government of India.
- g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides the interested Consultants with all information needed to prepare their Proposals.
- h) “Personnel” means professionals and support staff provided by the Consultant Or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Employer’s country;
- i) “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Employer’s country.
- j) “Proposal” means the Bid Security, Firm’s Credentials, Technical Proposal and the Financial Proposal.
- k) “RFP” means the Request for Proposal prepared by the Client for the selection of Consultants.
- l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- m) “Sub-Consultant” means any person or entity with whom the Consultant sub contracts any part of the Services.
- n) “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, expected results and deliverables of the assignment and liability to the Consultants.

B. INSTRUCTIONS TO CONSULTANTS (ITC)

1. INTRODUCTION:

1.1 General:

Ministry of Railways, Government of India has set up Dedicated Freight Corporation of India Limited (DFCCIL) to construct Dedicated Freight Corridors covering about 3338 route Kms on two corridors, Eastern Corridor from Ludhiana to Sonnagar / Dankuni and Western Corridor from Jawaharlal Nehru Port, Mumbai to Tughlakabad / Dadri along with inter-linking of the two corridors at Dadri. The project entails construction of mostly double-line railway track capable of handling 25/32.5 tonnes axle load, longer trains and also double-stack containers. Dedicated Freight Corridor Corporation of India Limited (DFCCIL) is a Government of India Enterprise setup for implementation of the DFC Project.

1.1.1 DFCCIL intends to engage Project Management Consultant (hereinafter referred as "Consultant" to obtain Project Management Consultancy Services (hereinafter referred as the "services") for –

Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

DFCCIL is in the process of engaging two separate agencies for execution of the works as follows:

(i) **Design, Supply and Construction of Track & Track related works including Testing & Commissioning for double track electrified railway line on Design Build Lump Sum Basis from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor,**

and

(ii) **Design, Supply, Construction, Installation, of 2x25 kV Electrification, Signaling and Telecommunication and associated works including Testing and commissioning for double track electrified Railway line on Design Build Lump sum basis from Mughalsarai to New Sonnagar and Chirailapathu stations (excluding New Karwandiya – New Durgauti section) of Eastern Dedicated Freight corridor.**

Providing integrated project management consultancy services for the above work contracts is in the scope of present consultancy contract.

1.2 Selection of Consultant:

1.2.1 DFCCIL invites bids consisting of Technical and Financial Proposal for engagement as Project Management Consultant under single stage two packet system. This Request for Proposal (RFP) document for engaging PMC describes the role of Project Management Consultant / scope of the consultancy services, terms and conditions, institutional arrangements, project information, formats for submitting technical proposal and financial proposals, General Conditions of Contract. DFCCIL reserves the right to change/ modify/ amend any or all of the provisions of this RFP Document. Any such change / modification/ addendum shall be uploaded on DFCCIL website www.dfccil.gov.in . Bidders are advised to visit DFCCIL website regularly for the above.

1.2.2 Eligibility and Minimum Qualification Criteria:

The firm has to qualify for the following:

- i) **Eligibility:** Only firms that are registered or incorporated in India are eligible to compete.
- ii) **Minimum value of eligible consultancy contract:-**The firms should have substantially* completed project management consultancy services involving Track laying, Railway Electrification and Signaling in last **5(five)** financial years and the current financial year up to the date of submission of proposal, of minimum value as indicated below –

No	Subject	Requirement	Single Entity	Joint Venture
1.	Eligible consultancy contract/ Eligible assignment	i) The applicant / JV Firm or lead member of the JV firm must have substantially* completed one contract of Project Management Consultancy services, in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of Rs. 8.0 Crores (Rupees Eight Crores only) - (a) Track Construction / linking Works on Railway / Metro Railway/ Suburban rail transit system, (b) Providing 25 kV / 2x25	Must meet requirement	Existing JV Must meet requirement Or Lead member of new JV firm must meet requirement

No	Subject	Requirement	Single Entity	Joint Venture
		<p>kV Railway electrification on Railway / Metro Railway / Suburban rail transit system,</p> <p>(c) Providing Signaling on Railway / Metro Railway / Suburban rail transit system.</p> <p>OR</p> <p>(ii) The applicant/JV firm or any member of the JV firm** must have substantially* completed Project Management consultancy services, in the last 5 (five) financial years and the current financial year up to the date of submission of proposal comprising :</p> <p>(a) At least one work of project management consultancy service having value of Rs. 2.7 Crores for carrying out Track Construction / linking Works on Railway / Metro Railway / Suburban rail transit system.</p> <p>(b) At least one work of project management consultancy service having value of Rs. 2.7 Crore for providing 25 kV / 2x25 kV Railway electrification on Railway / Metro Railway / Suburban rail transit system.</p> <p>(c) At least one work of project management consultancy service having value of Rs. 2.7 Crore for providing</p>	<p>Must meet requirement</p>	<p>Existing JV Must meet requirement</p> <p>Or</p> <p>Any member** of new JV firm must meet the requirement</p>

No	Subject	Requirement	Single Entity	Joint Venture
.		Signaling on Railway / Metro Railway / Suburban rail transit system.		

Note:

- 1) **** As long as the JV Firm or any member of the JV Firm meets with requirements, in one or more components of the work specified in para 1.2.2 (ii) 1(ii) above, and resultantly, all the members of the JV collectively, then meet the prescribed technical eligibility criteria, the JV shall stand technically qualified.**
- 2) **Substantially completed contract/Consultancy will be one in which 80% work satisfactorily completed in financial terms (i.e. payment equal to 80% of the contract/Consultancy value has been received).*
- 3) **The work shall be certified by the client for whom these works have been done/ are being done which should be a government or quasi-government organisation.**
- 4) *In case of payment received in foreign currency, the bidder shall state monetary amount, bidder should indicate the INR equivalent using rate of exchange determined as follows:*

For construction turnover or financial data required for each year – Exchange rate prevailing on the last day of the respective financial year (in which the amounts for that year is to be converted) was originally established.

Value of one work – Exchange rate prevailing on the date of the contract.

For the purpose of conversion of foreign currency to Indian Rupees (INR), the applicants shall use the reference rates of foreign currency published by Reserve Bank of India (available on website www.rbi.org.in).

In case a particular currency is not published by Reserve Bank of India, then the selling rate of the currency shall be taken from the web site– <http://www.oanda.com>.

In case the exchange rates are not available on the above website also, mid-market rate of such currency shall be taken from the alternate web site– <http://www.xe.com>.

- 5) *In case of an existing JV as bidder the technical and financial criteria may be satisfied by JV.*
- 6) *In case the applicant is a new JV firm Value of substantially completed work done/length by a member of JV in earlier JV firms shall be reckoned only to the extent of concerned member share in that JV firm for the purpose of satisfying its compliance to the minimum value of eligible consultancy contract criteria in Bid under consideration.*
- 7) *For the purposes of determining Conditions of Eligibility and for evaluating the Technical Offers under this Bid, project management consultancy services shall mean construction supervision/monitoring, design/design review/approval involving work of track construction / linking, railway electrification and signaling as the case may be.*
- 8) *In case the applicant is a partnership firm, the consultancy experience and contractual payments received shall be in the name of partnership firm only.*

iii) **Financial Eligibility Criteria:**

The contractual payments received by the consultant / JV firm or the arithmetic sum of contractual payments received by all the members of the JV firm in the previous three financial year and the current financial year up to the date of submission of application shall be at least **Rs. 35 Crores** (Rupees Thirty Five Crores) from Consultancy Services.

(a) The Contractual payments received for consultancy work by a member of JV in earlier JV firm shall be reckoned to the extent of concerned member share in that JV for the purpose of satisfying its compliance to the Financial eligibility criteria for the bid under consideration.

(b) In case the applicant is a partnership firm, consultancy/contractual payments received shall be in the name of partnership firm only.

iv) **Key Personnel:** The firm will be required to submit an **undertaking** at the time of submission of Proposal that personnel immediately required as indicated in the **notification of award fulfilling** the qualifications and experience as prescribed in Form 5A and as per Curriculum Vitae in Form 5C and summary in form 5B, as given in section 3, will be provided within a period of **40 days from** the issue of Notification of Award. Failure to submit the same shall entitle the employer to forfeit the bid security.

Balance Personnel: The balance personnel whenever subsequently required will be provided, fulfilling the qualifications as mentioned in Form – 10 within 40 days of receipt of such request.

The Firm is also required to submit an **undertaking** at the time of submission of proposal, that from the list submitted by them, and approved by DFCCIL, required personnel at required time as requested by DFCCIL, will be deployed within the period of 40 days from such request being made.

In case of failure of deployment of such persons, DFCCIL will be entitled to impose a penalty of Rs. 1500/- or 1.0% of the agreed monthly billing rate of the personnel, whichever is higher per day per person for each day of delay beyond 40 days.

v) **Staffing Schedule:** The firm will be required to submit an undertaking that consultant shall deploy the personnel as per DFCCIL's advice from the Staffing schedule which will be decided by DFCCIL.

vi) **Approach and Methodology:** The firm will require to submit a preliminary approach and methodology for the project with the Bid document which will be evaluated as per clause 1.4.3 of Data Sheet (Attachment 1- Criteria for Evaluation & Selection, Section 2).

However, after notice of award the consultant shall submit in detail approach and methodology for the project in consultation with Design & Build contractors and employer as per stipulation in the construction contract agreement for which the consultancy services are contemplated. It will be ensured that approach and methodology prepared, is in compliance to requirement in section 4 of the bidding document.

vii) **Responsiveness:** The firm should have submitted the proposal in accordance with the guidelines in the instructions to consultants and it should have required response as per check list given in Datasheet Attachment 1.

(viii) The Consultant shall be disqualified if:

- (a) The Consultant or any of its partners included in the RFP application has been banned for business with Ministry of Railways along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site ([http://www.indianrailways.gov.in/ Railway Board](http://www.indianrailways.gov.in/Railway Board)) of Civil Engg Directorate of Railway Board pertaining to Banning of Business, with the Banning being valid as on the last date of submission of the Bid.
- (b) Any previous contract of the consultant or any of its constituents had been terminated/rescinded for contractor's failure by Dedicated Freight Corridor Corporation of India Limited (DFCCIL) during the period of last 2 years before the deadline for submission of proposal;
Provided, however, there is no stay order or declaration by any Court against such termination or rescission of the Contract by the DFCCIL.
- (c) The consultant or any of its constituents has been imposed liquidated damages of 5% or more of contract value by DFCCIL due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of proposal, unless it has been set aside by the competent authority. (2 years shall be taken from the date on which the L.D. imposed has exceeded 5% of the contract price).
- (d) The consultant or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of proposal.
- (e) The consultant is found ineligible by the Employer, in accordance with ITC-1.7.
- (f) The consultant or its constituent(s) has been declared by DFCCIL to be a poor performer in any earlier contract and the period of poor performance is still in force on the deadline for submission of proposal.
- (g) The consultant or any of its constituent(s) has been issued a show cause notice for poor performance/banning/black listing of business or

order for suspension of business by the Competent Authority of DFCCIL. However if the consultant is exonerated of the default before completion of the technical evaluation of proposals, his proposal will be considered for evaluation.

- (h) The consultant or any of its constituents have changed their name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.

The Consultant shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause in Form 11 provided in Section 3. Non-submission of an affidavit by the consultant shall result in summary rejection of his proposal.

- 1.2.2.1 Consultants are advised that selection of Consultants will be entirely at the discretion of DFCCIL. Consultants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or the selection will be given.
- 1.2.2.2 Any information contained in the Bid shall not in any way be construed as binding on DFCCIL, its agents, successors or assigns, but shall be binding against the Consultant if the Consultancy work is subsequently awarded to that Consultant under the Selection Process on the basis of such information.
- 1.2.2.3 DFCCIL reserves the right not to proceed with the Selection Process at any time without notice or liability and to reject any Bid without assigning any reasons.

1.3 Familiarization of Site and other details of the Project:

- 1.3.1 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site.
- 1.3.2 The Design & Build Bid Documents and related drawings for the execution of track and system works; for which the present consultancy services are called for; are available in the Office of the Employer at the address specified in Data Sheet. The bidding documents for Design & Build work contracts are also available on the websites www.dfccil.gov.in along with all the addendum/corrigendum issued, if any. The Consultants may examine these documents in this Office at any time during the working hours if so desired or may refer the same from DFCCIL website.

1.4 Examination of RFP Documents:

In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the

information requested in the RFP documents may result in rejection of Proposal.

1.5 Conflict of Interest:

- (i) A Consultant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Consultant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DFCCIL shall forfeit and appropriate the EMD in full, without prejudice to any other right or remedy that may be available to the DFCCIL hereunder or otherwise.
- (ii) the DFCCIL requires that the Consultant provide professional, objective, and impartial advice and at all times, hold the DFCCIL’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 the DFCCIL.
- (iii) without limiting the generality of the above, a Consultant shall be considered to have a Conflict of Interest that affects the Selection Process, if such Consultant has a relationship with another Consultant, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Bid of either or each other, and if:
 - (a) A Consultant or its constituent/Member and any other Consultant or its constituent/Member have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Consultant or its constituent/Member (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Consultant or its constituent/Member, as the case may be) in the other Consultant or its constituent/Member is less than 5% (five percent) of the paid up and subscribed share capital of such Consultant or its constituent/Member; provided further that this disqualification shall not apply to a bank, insurance company, pension fund, mutual fund or any financial institution that is included under the FEMA (notification No. FEMA.131/2005-RB dated 17th March, 2005) (for avoidance of doubt the indirect shareholding shall be reckoned by multiplying the percentage shareholding in each successive layer); or
 - (b) a Single Entity Consultant is a constituent/Member of another Consultant; or
 - (c) a constituent/Member of such Consultant is also a constituent/Member of another Consultant; or
 - (d) such Consultant has the same legal representative for purposes of this Bid as any other Consultant; or

- (e) such Consultant or its constituent/Member has provided or is providing directly or indirectly services on the same Project(s) in detailed design and Bid planning such as FLS, geotechnical studies, soil testing, design/drawing, BOQ etc.; conversely the Consultant shall be disqualified for providing above services on the Project(s); or
- (f) such Consultant or its constituent/Member has provided or is providing directly or indirectly any form of services to the Contractor(s), conversely the Consultant shall be disqualified for providing above services to the Contractor(s); or
- (g) a firm which has been engaged by the DFCCIL to provide goods or works for a project 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 its constituent/Members, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Consultant or its constituent/Member and the Contractor(s) or its constituent/Member have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Consultant or its constituent/Member (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Consultant or its constituent/Member, as the case may be) in the Contractor(s) or its constituent/Member is less than 5% (five percent) of the paid up and subscribed share capital of such Contractor(s) or its constituent/Member; provided further that this disqualification shall not apply to a bank, insurance company, pension fund, mutual fund or any financial institution that is included under the FEMA(notification No. FEMA.131/2005-RB dated 17th March, 2005), provided further that its direct or indirect shareholding doesn't exceed 26% of the paid up and subscribed share capital of the Consultant or its constituent/Member, as the case may be (for avoidance of doubt the indirect shareholding shall be reckoned by multiplying the percentage shareholding in each successive layer).

1.6 Eligible Bidders

A Bidder shall be a private, public or Govt. owned legal entity or any combination of them in the form of joint venture (JV) with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). The bidder must ensure the following:

- a. In case of Single Entity:**
 - i. **The applicant should be an Indian firm**
 - ii. Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.
- b. In case of Joint Venture:**
 - i. Separate identity/name shall be given to the Joint Venture Firm.

- ii. Maximum number of partners in the JV shall be limited to 3 (Three).
- iii. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same bid.
- iv. The bid document can be purchased in the name of the Bidder/ JV Firm or Lead partner of JV firm.
- v. One of the members of the JV firm shall be its lead member who shall have majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with upto 3 members.
- vi. **In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.**
- vii. Bidder from a country may be excluded if as a matter of law or official regulations the Government of India (GOI) prohibits commercial relations with the country.
- viii. Joint And Several Liability – Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for consultancy in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- ix. Duration of the Joint Venture Agreement – shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability (Notification) period after the work is completed.
- x. Governing Laws – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- xi. The JV shall nominate a representative (from lead partner only) who shall have the authority to conduct all business for and on behalf of JV during the bidding process and subsequent stages.
- xii. **BID SECURITY shall be submitted by JV Firm/Lead Member of the JV Firm. BID SECURITY submitted by the Lead Member shall be deemed as BID SECURITY submitted by JV Firm.**
- xiii. A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- xiv. Once the bid is submitted, the MOU shall not be modified / altered / terminated during the validity of the bid. In case the bidder fails to observe/comply with this stipulation, the full Bid Security Deposit shall be liable to be forfeited.
- xv. Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of the JV Firm shall not be allowed to be modified except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall

continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.

- xvi. Similarly, after, the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- xvii. On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per bid conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- xviii. On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the DFCCIL before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation, the full BID SECURITY shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.
- xix. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the *written* consent of the other members and that of the employer (DFCCIL) in respect of the said bid/*contract*.
- xx. In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted
 - a) Notary certified copy of the Partnership Deed
 - b) Consent of all the partners to enter into the Joint Venture/Agreement on a stamp paper of appropriate value (in original).
 - c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- xxi. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be *enclosed* :
Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other *partners* to act on behalf of HUF.
- xxii. In case one or more members is/are limited companies, the following documents shall be submitted

- a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - b. Copy of Memorandum and Articles of Association of the Company.
 - c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

- xxiii. In case the applicant is a JV firm Value of substantially completed work done/length by a member of JV in earlier JV firms shall be reckoned only to the extent of concerned member share in that JV firm for the purpose of satisfying its compliance to the minimum value of eligible consultancy contract in Bid under consideration.

- xxiv Contractual payment received for consultancy work by a member of JV in earlier JV firm shall be reckoned to the extent of concerned member share in that JV for the purpose of satisfying its compliance to the turnover criteria for the bid under consideration.

1.7 Fraud and Corruption:

- 1.7.1 The Consultants are required to observe the highest standard of ethics during the procurement and execution of such contracts. In such pursuance of this policy, the following shall apply:
- (i) For the purposes of this provision, the terms are defined as set forth below as follows:
 - a) “Corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
 - (ii) Employer will reject a Proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and

- (iii) Employer will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, and the assignments awarded by DFCCIL.

1.8 Only One Proposal:

- 1.8.1 If a Consultant submits or participates in more than one Proposal, such proposals will not be considered and will be summarily rejected.

1.9 Proposal Validity

- 1.9.1 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date.
- 1.9.2 The Employer will make its best effort to complete evaluation within this period. In case of need, the Employer may request Consultants to extend the validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

- 1.10 Participation of Government Employees:** The government employees are not permitted to undertake any assignment without the approval of the government as per extant Govt. Rules' in addition, no close relatives of DFCCIL staff should be proposed for participation in the assignment.

2.0 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS

- 2.1 **'Pre-bid Meeting':** A pre-bid meeting will be held on the date and time specified in Data Sheet.
- 2.2 **Clarifications:** Consultants may request a clarification of any of the RFP documents up to three (3) days prior to pre-bid meeting date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Employer will respond by giving remarks on queries by uploading the same on DFCCIL website without identifying the source of inquiry. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed under Sub-Clause 2.3. The Bidders are requested to see DFCCIL website regularly for above.
- 2.3 **Addendum:** At any time prior to the submission of Proposals, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. Addendum shall also be uploaded on DFCCIL web site. To give Consultants reasonable time to take an amendment into account in their Proposals, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission. The bidders are requested to see DFCCIL website regularly for above.

3.0 PREPARATION OF THE PROPOSAL

3.1 **Components:** Consultant's Proposal will consist of separate Technical and Financial proposal of the firm in separate sealed envelopes which will be further enclosed together in an outer single envelop.

3.2 **Language:** The Proposal, as well as all related correspondence exchanged by the Consultants and the DFCCIL, shall be in English. All reports prepared by the contracted Consultant shall also be in English.

4.0 THE PROPOSAL

4.1 **General:** The Proposal should clearly demonstrate the Consultant's understanding of the requirements of the services, capability and approach for carrying out the tasks for the project management set forth in the Terms of Reference (TOR) through the nominated experts. In preparing the Proposal, Consultants are expected to take into account the requirements and conditions of the RFP documents. All information provided in Consultants' Proposal will be treated as confidential.

4.2 **Proposal:** The Proposal should include a Technical Proposal Submission Form (Form 1A) and a Financial Proposal Submission Form (Form 1B) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.

4.3 Documents Comprising Proposal Format

4.3.1 The consultants shall submit the proposal compiling all details and information as under:

S.N.	Particulars	Remarks
1.	Technical Proposal	In a separate sealed envelope superscripted "Technical Proposal" in accordance with clause 5 of section 2
	i) Technical Proposal submission Form	Form- 1 A
	ii) Power of Attorney Format	Form- 2
	iii) Consultant's Information Sheet	Form- 3
	iv) Detail of experience of PMC Contracts where consultant has rendered PMC services.	Form- 4
	v) Key Personnel Qualification and Experience	Form 5A

S.N.	Particulars	Remarks
	vi) Summary of Key Personal	Form 5B
	vii) Curriculum Vitae of Key personnel	Form 5C
	viii) Preliminary Approach & Methodology proposed for performing assignment	Form 6
	ix) Firms Financial Data	Form- 7
	x) Balance Sheets	For last 3 years
	xi) Bid Security (Bank Guarantee)	Form- 9 – Deleted
	xii) Proof of payment of : a) cost of RFP document b) Bid Security.	In separate envelopes superscribed “Cost of RFP document and Bid Security”. To be packed within the envelop superscribed “Technical Proposal”.
	xiii) Affidavit as per clause 1.2.2 (viii) of Section 2	Form-11
	xiv) EQC information sheet	Form -12
	xv) Joint Bidding Agreement (If applicable)	Form-13
2	Financial Proposal	In a separate sealed envelope superscribed “Financial Proposal” in accordance with clause 5 of section 2
	i) Financial Proposal submission Form	Form- 1 B
	ii) Remuneration : Proposed Billing Rates for Experts	Form- 10

4.3.2 The proposal must be submitted in hard copy.

4.3.3 Documents related to financial information: The Financial information requires completion of two forms namely Form 1B and Form 10, these are to be prepared as under:

- (i) Form-1B in Section-3, forming the covering letter for proposal.
- (ii) Form-10 shown in Section-3 relate to the costs of consulting services under Remuneration, office supplies, reports, office rent etc.
- (iii) Remuneration is divided into billing rate estimates for consultants.

- (iv) Form-10 specifies the proposed cost(s) and the figures provided therein will be read out aloud at the public opening of Financial Proposals.
- (v) Form-1 B and 10 should be typed on the Consultants' Letter Heads exactly in the same format of the forms.
- (vi) **In Form-1A & 1 B, an undertaking is to be given that, in preparation and submission of the Technical and Financial information, Consultants have:**
 - Not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents; and
 - Agreed to allow DFCCIL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.

4.3.4 **Proposal Prices:** The amount stated in Form-10 of Section- 3, Summary of costs shall be the proposal price.

4.3.5 **Currency:** Consultants have to submit their offer in INR.

4.3.6 **Tax Liability:** The consultant is liable to pay taxes as applicable. While the service tax will be reimbursed as applicable to the consultant by the Employer, all other taxes shall be payable by the Consultant. DFCCIL shall be deducting "tax to be deducted at source" as per Tax laws in India.

4.4 **Proposal Content:**

The Proposals and qualification details shall be furnished for in accordance with the formats given in Section-3 and elaborated in clause 4.3 of these ITC shall ensure the following:

- i) Each Partner must provide the relevant details;
- ii) The information shall be concise, relevant and complete;
- iii) Preliminary approach and methodology as per Form 6.

5.0 **SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

5.1 **Submission of Fully Responsive Proposal:**

5.1.1. The Consultant shall submit a fully responsive proposal including all the supporting documents requested in the RFP. Non-compliance with important requirements may result in rejection of the proposal. Once the proposals are received and opened, consultants shall not be required nor permitted to change the substance, the key staff, quoted fee and so forth except at the time of negotiations (if held) carried out in accordance with the provisions of the RFP. However, the Employer may ask in writing from the Consultant any clarifications/information based on the documents submitted

with the proposal considered necessary for evaluation, but not having any affect on the quoted fee and the substance of the proposal. Proposals must be delivered at the address given in the Data Sheet (Section 2) on or before the time and date stated in the Data Sheet or any new date established by the DFCCIL according to provisions of Sub-Clause 2.3 of this section.

5.1.2 The Consultants shall submit the proposals ensuring the following:

- (i) The RFP document issued by the Employer in full duly initialed on all pages by the authorized signatory shall be enclosed and forms part of Proposal.

Note: Forms 1B, and 10 in the RFP document issued by DFCCIL, should not be filled as the same are to be submitted in the Financial Proposal on the consultant's letter head typed in the format of the Form as available in the RFP and should be submitted in a separate sealed envelope super scribed "Financial Proposal".

- (ii) **The authorized signatory of the Consultant shall initial all pages of the hard copy of the Technical and Financial Proposal.**
- (iii) All the corrigenda/addenda issued pursuant to clause 2.3 must be serially enclosed with the Proposal duly initialed on all pages which will form part of the RFP document.
- (iv) Technical and Financial proposals shall be submitted in two separate sealed envelopes in accordance with clause 5.2.
- (v) Proof of having paid the cost of RFP documents and the Bid Security shall be enclosed in a separate envelope in the packet of Technical Proposal.
- (vi) The proposal shall be in single copy.
- (vii) The documents should be **serially numbered, hard bound** and an index provided at the beginning of the document.

5.1.3 Proposal (both Technical and Financial Proposals) shall contain no interlineations or overwriting, except as necessary to correct errors made by Consultants themselves. The person(s) who signed the Proposal must initial any such corrections, interlineations or overwriting.

5.2 Submission of Proposals:

5.2.1 The Proposal to be sent to the Employer shall be placed in a sealed envelope clearly marked "**PROPOSAL**" and should also mention the bid document No., Bid due on, Name of the work and Firm's name and address on the top of envelop.

5.2.2 The sealed envelope/packet shall contain two sealed envelopes/packets, viz.,

- i) Sealed Envelope/Packet containing Technical proposal superscripted **“TECHNICAL PROPOSAL”**. **This packet will contain Form-1A and all other forms (except Form-1B & 10)** and all other relevant data specified in this RFP documents. This envelope or packet should also include one envelope superscripted **“Cost of RFP document and Bid Security”**, containing proof of having paid for the cost of RFP document fee and Bid Security.
- a) Sealed Envelope/Packet containing financial proposal superscripted **“FINANCIAL PROPOSAL”** **This financial proposal packet will contain only Form 1-B & 10 :**
 These forms should be typed on Consultants’ letter head in the exact format of the Forms.
 All the envelopes must be addressed as below:-

<p>BID DOCUMENT NO.</p> <p>DUE ON :</p> <p><i>(Do not open before Due Date)</i></p> <p style="text-align: center;">TECHNICAL / FINANCIAL PROPOSAL (Tick the Appropriate)</p> <p>To</p> <p><i>(Address as specified in Data Sheet)</i></p> <p>From:</p> <p><i>(Name and address of Consultant).....</i></p>

5.3 Deadline for submission of Proposals:

Proposals must be received by the Employer at the address specified in Data Sheet in accordance with clause 5.2 of these ITC, not later than the time and date specified in the Data Sheet or extended date in accordance with clause 2.3 of ITC. Proposals received after this deadline will be rejected and returned to the Consultant unopened.

5.4 Bid Security:

5.4.1

- (a) **The bid security as stated in Data sheet may be furnished in the form of a FDR/ Bank Draft/ Pay Order drawn on a Scheduled/Nationalised Bank in India in favour of “Dedicated Freight Corridor Corporation of India Limited” payable at Delhi/New Delhi. FDR for Bid Security shall remain valid for a period of 90 days beyond the validity of the proposal.**

- (b) Non submission of requisite Bid security in the form as specified above will lead to summary rejection of the proposal and such proposal shall be returned unopened.

5.4.2 The Bid security of unsuccessful consultants will be returned as promptly as possible.

5.4.3 The Bid security may be forfeited:

- a) if a consultant withdraws its proposal during the period of proposal validity; or
- b) in case of a successful consultant, if the consultant fails to;
 - i) Sign the contract in accordance with clause 10 of these ITC
 - ii) Furnish Performance Security in accordance with clause 9 of these ITC.

5.5 Modifications/ substitution of Proposals:

5.5.1 Modification/ Substitution of proposal shall not be permitted.

5.6 Opening of Proposals:

5.6.1 (a) The Employer will open the proposals at the time and place specified in the ITC Data Sheet. Consultant's representatives may attend the opening, and those who are present shall sign a register/sheet evidencing their attendance.

(b) No proposal shall be rejected at the proposal opening stage, except for the proposal received after due date and time of receiving the proposal which shall be returned unopened to the consultant pursuant to clause 5.3

(c) The sealed envelope/packet superscripted "TECHNICAL PROPOSAL" will be opened. The relevant details will be noted in the Register/sheet.

(d) The sealed envelope/packet superscripted "FINANCIAL PROPOSAL" will **NOT** be opened.

5.6.2 The Consultants names, and the presence or absence of

(a) Proof of payment of Cost of 'Request for Proposal's' Documents and

(b) Bid security, and such other details as the Employer may consider appropriate, will be announced at the opening.

5.6.3 The details of proof of payment of cost of RFP, bid security, details contained in the Technical proposals of the various consultants will be examined by the nominated Tender Committee to decide on the opening of financial bids of eligible Consultants.

Note: *The offers of Consultants who have withdrawn their offers, who have not given proof of payment of cost for RFP, who have not submitted bid security, who do not fulfil the eligibility criteria, whose offers are not responsive, as decided by the Tender committee will be rejected; the financial proposal of such Consultant, will be returned unopened on award of contract by DFCCIL and no further correspondence will be entertained.*

5.6.4 The Financial Proposal of the eligible Consultants, as decided by the nominated Tender Committee, will be opened in presence of Representatives of eligible Consultants who chose to be present at a specified venue, date and time. The eligible Consultants will be informed of specified venue, date and time of opening of their financial proposals appropriately.

5.6.5 (i) The financial proposals of the eligible Consultants will be opened before the Representatives of the eligible Consultants, at the specified venue, date and time. The representatives of the eligible Consultants may sign in the register in token of their presence during the opening of financial proposals.

(ii) The Employer's Representative will inspect the sealed envelope/packet containing "FINANCIAL PROPOSALS" of the eligible consultants to confirm that packets have remained sealed and unopened.

(iii) The Financial Proposals of consultants will then be opened. The name of the Consultant along with the relevant details in the financial bid will be written down in the Register.

(iv) The name of the consultant and details of the relevant portions of the Financial Proposals as decided by the Employer will be announced.

5.6.6 Review of Financial Information in the proposal

5.6.6.1 Proposals containing financial information will be reviewed to ensure that –
The commercial terms in each of the Technical and Financial Documents of the proposal are in compliance with the requirements set forth in the Data Sheet. For instance, the validity period of the Consultants' Proposals must accord with the validity period set down in the Data Sheet.

5.6.6.2 **The Evaluated Total Price (ETP)** for each Proposal will be determined as under:

(i) The financial offer shall be submitted in the format at Form-10 clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the consultants Authorised Signatory. In

the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and total shown in the Financial Offer, the lower of the two shall be taken into account.

(ii) While submitting the financial Offer, the consultant shall ensure the following:

- a) All the costs associated with the assignment, except for the equipment and services, if any, to be provided to the Consultant by the DFCCIL either directly or through a Contractor, shall be included in the Financial Offer. These shall normally cover remuneration for all the Personnel (in the field, office etc.), printing of documents, office consumables, etc. other than those included in D&B Contract document (Data Sheet-Attachment 2). The total amount indicated in the Financial Offer shall be without any condition attached or subject to any assumption, and shall be final and binding. **In case any assumption or condition is indicated in the Financial offer, it shall be considered non responsive and liable to be rejected.**

Cost of travel on duty of key personnel/ sub-key officials/ supervisors etc. from Mughalsarai-Sonnagar to Delhi/Lucknow(RDSO) / any other place, and back etc. shall be paid separately based on the specific approval of CPM/Mughalsarai, as per the details given below and shall not be included as cost in the Financial offer.

Reimbursable Expenses for PMC Services Outside Project Site Office – In case PMC Team Member is Required at DFCCIL Corporate Office for Discussion or Outside Project Area for inspection of Material, the Expert will be Entitled for Reimbursement of following expenses :

S. No.	Expert	Travelling Allowance	Lodging Allowance, Local Transport Allowance & Other incidental and Contingent Expenses (Rs.)		
			X Class cities	Y Class cities	Other Places
1.	Key Personnel/ Professional (A)	To and Fro, travelling charges for AC 2 tier from Project site Office to the place of inspection. In special case with the permission of Employer travel by Air (economy class) will be admissible.	6,000	4,000	2,000
2.	Sub-Key Personnel/ Professional (B)	To and Fro, travelling charges for AC 2 tier from Project site Office to the place of inspection. In	3,000	2,000	1,500

		special case with the permission of Employer travel by Air (economy class) will be admissible.			
3.	Other Member (C & D)	To and Fro, travelling charges for AC 2 tier from Project site Office to the place of inspection. In special case with the permission of Employer travel by Air (economy class) will be admissible.	2,000	1,500	1,000

Note: 1. X Class cities are Hyderabad (UA), Delhi (UA), Bengaluru (UA), Greater Mumbai (UA), Chennai (UA) and Kolkata (UA).

Y Class cities are Vijaywada (UA), Warangal (UA), Visakhapatnam (UA), Guntur, Guwahati (UA), Patna (UA), Chandigarh, Durg-Bhillai Nagar (UA), Raipur (UA), Ahmedabad (UA), Rajkot (UA), Jamnagar (UA), Bhavnagar (UA), Vadodara (UA), Surat (UA), Faridabad, Srinagar (UA), Jammu (UA), Jamshedpur (UA), Dhanbad (UA), Ranchi (UA), Belgaum (UA), Hubli-Dharwad, Mangalore (UA), Mysore (UA), Kozhikode (UA), Kochi (UA), Thiruvananthapuram (UA), Gwalior (UA), Indore (UA), Bhopal (UA), Jabalpur (UA), Amravati, Nagpur (UA), Aurangabad (UA), Nashik (UA), Bhiwadi (UA), Pune (UA), Solapur, Kolhapur (UA), Cuttack (UA), Bhuvaneshwar (UA), Amritsar (UA), Jalandhar (UA), Ludhiana, Pondicherry (UA), Bikaner, Jaipur, Jodhpur (UA), Kota (UA), Salem (UA), Tiruppur (UA), Coimbatore (UA), Tiruchirapalli (UA), Madurai (UA), Dehradun (UA), Moradabad, Meerut (UA), Ghaziabad, Aligarh, Bareilly (UA), Lucknow (UA), Kanpur (UA), Allahabad (UA), Gorakhpur, Varanasi (UA), Asansol (UA).

2. The allowances as indicated above (for X, Y and Other Class Cities) will be payable for stay at the destination per day for period exceeding more than 12 hrs. in a day. In case stay period is less than 12 hrs. and more than 6 hrs. in a day, 40% of allowances will be payable.

- b) The Financial Offer shall take into account all expenses and tax liabilities except Service Tax.
- c) Costs (including break down of costs) shall be expressed in INR.

6.0 NEGOTIATIONS

6.1 Normally Negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.

6.2 The technical negotiations (if held) will cover review of the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or Employer to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the TOR.

6.3 The financial negotiations will generally relate to the financial proposal like experts remuneration and other unit rates.

7.0 Confidentiality

7.1 Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Consultants who submitted Proposals or to other persons not officially concerned with the evaluation process until the winning firm has been notified and contract awarded.

8.0 Notification of Award

8.1 After completion of negotiations, prior to the expiration of proposal validity, the Employer will notify the successful consultant in writing through registered letter, fax and/or e-mail that its proposal has been accepted.

8.2 The notification of award will constitute the formation of contract.

9.0 Performance Security

9.1 Within twenty eight (28) days of the receipt of notification of award from the Employer, the successful consultant shall furnish the performance security for an amount as specified in Data Sheet in accordance with the Conditions of Contract, using the Form 8 provided in the Request for Proposals Section 3 or another form acceptable to the Employer.

9.2 Failure of the successful consultant to comply with the requirements of ITC Clause 9 or ITC Clause 10.0 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

10.0 Signing of Contract

10.1 After the Employer notifies the successful consultant that its proposal has been accepted and the consultant has furnished the performance security in accordance with Clause-9 of ITC, the Employer will send Form of Contract provided in the Request for Proposals, incorporating all agreements between the parties, to the consultant.

10.2 Within twenty eight (28) days of receipt of the Contract Form, the successful consultant shall sign and date the contract and return it to the Employer. By

mutual agreement, the contract signature date may be postponed by up to thirty (30) days.

11.0 Contract Commencement Date

11.1 The Data Sheet indicates the anticipated date for the commencement of the contract services.

11.2 The actual date of commencement shall be within fifteen (15) days of the notice to proceed given by the Employer in accordance with the provisions of the General Conditions of Contract in Section 5 of the bid document.

12 Time of Completion:

Time of completion of PMC is 24 months from Actual Date of Commencement + 24 months Defect Liability(Notification) period.

C. DATA SHEET (ANNEXURE 1)

S. No.	Clause Ref.	Item	Data
1.	1.2	Selection of Consultants.	As per provisions of Bid document
2.	1.2.2 (ii)	Minimum value of eligible consultancy contract/ Eligible assignment	Refer clause 1.2.2(ii) of Section – 2(ITC)*
3.	1.2.2 (iii)	Total Turnover of the firms	Refer clause 1.2.2(iii) of Section – 2(ITC)
4.	1.9	Validity of the Proposals	120 days from the deadline of submission of proposal.
5.	2.2	Representative/Contact person of the Employer and Address:	Group General Manager/CO/ Eastern Corridor, Room No. 508 Dedicated Freight Corridor Corporation of India Limited, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001. Telephone No. +91-11- 23454690 23454700 Tele fax No. +91-11- 23454701 Email address: mukeshjain@dfcc.co.in
6.	2.2	Name and Address of the Employer where correspondence concerning this Request for Proposal is to be sent:	Group General Manager/CO/ Eastern Corridor, Room No. 508 Dedicated Freight Corridor Corporation of India Limited, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001. Telephone No. +91-11- 23454690 23454700 Tele fax No. +91-11- 23454701 Email address: mukeshjain@dfcc.co.in
7.	2.1	Date, Time & Place of Pre-bid Meeting	On 14.02.2017 at 15:00 Hrs in Dedicated Freight Corridor Corporation of India Limited, Corporate Office, 4 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001.
8.	-	Facilities to be provided by the Employer	Employer will arrange to provide the facilities as indicated in the Data Sheet – (Attachment-2).
9	4.3.6	Local Taxation	Amount payable by Employer to the

S. No.	Clause Ref.	Item	Data
			consultant under the contract will be subject to local taxation. Income Tax will be deducted as Tax Deducted at Source (TDS). However, service tax as applicable will be paid extra.
10	Section 1 Clause 4	Cost of RFP Documents	Rs. 10,000/-
11	5.2	Address of Employer where Consultant must submit the proposal in a sealed cover containing the Technical Proposal, and Financial Proposal to be sent	Group General Manager/CO/ Eastern Corridor, Room No. 508 Dedicated Freight Corridor Corporation of India Limited, 5 th Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001. Telephone No. +91-11- 23454690 23454700 Tele fax No. +91-11- 23454701 Email address: mukeshjain@dfcc.co.in
12	5.3	Deadline for submission of Proposals	15.00 hrs on 16.03.2017
13	5.6	Opening of Technical Proposals	15.30 hrs on 16.03.2017
14	5.4	Bid Security	Rs. 35 Lakhs
15	-	Selection Criteria	Please refer to Data Sheet (Attachment 1).
16	Section 2 Clause 9.	Performance Security	5% of the Contract Value
17	11	Expected date for commencement of consulting services	May-June' 2017

Note -

- (i) *In the event of the dates referred to in this document happen to be a holiday, the next working day shall be applicable.*
- (ii) **For Clause Ref. 1.2.2(ii) Minimum value of Single contract, the Consultant should submit actual cost of the project management services completed.*

D. DATA SHEET (Attachment 1)

CRITERIA FOR EVALUATION & SELECTION

1.0 Selection Criteria:

1.1. Employer will examine the technical proposals on the basis of their responsiveness to the Terms of Reference as per required response given in format as below. A proposal will be rejected at this stage if it does not respond to important aspects to TOR and does not contain the prescribed desired qualification.

1.2. Responsiveness:

S. No.	Item	Required Response
1	Has the Consultant Paid the RFP document Cost?	Yes
2	Is Bid security furnished?	Yes
3	RFP Bid: Received prior to Deadline.	Yes
4	Is the Financial proposal in a separate sealed envelope ?	Yes
5	Whether all the pages of proposal are numbered and initialled?	Yes
6	Whether Power of Attorney is submitted?	Yes
7	Whether Balance Sheets of last 3 years have been submitted?	Yes
8	Is the Consultant registered in India?	Yes
9	Does the firm have specified turnover?	Yes
10	Has the firm submitted financial data in Form 4 & Form 7?	Yes
11	Has the Consultant participated in more than one proposal for this package?	No
12	Has the Consultant any conflict of interest?	No
13	Is the Consultant involved in any fraud and corrupt practices?	No
14	Has the consultant submitted affidavit that he is not disqualified under clause 1.2.2 (viii) of Section 2?	Yes

15	Whether Consultant has submitted technical proposal submission Form 1A?	Yes
16	KEY PERSONNEL: Whether undertaking to provide Key Personnel as stipulated in the bidding document has been submitted by the Consultancy Firm in Form 1A?	Yes

1.3. Evaluation:

- 1.3.1 Evaluation of the Technical proposal shall be based on the various criteria mentioned in Clause 1.2 of ITC of the RFP document for the consultants whose proposals have been found substantially responsive.
- 1.3.2 Financial Proposals of only those consultants will be opened who are found eligible and meet the minimum qualification criteria prescribed in clause 1.2.2 of ITC and 1.4 of Data Sheet (attachment 1) of the RFP document and financial proposals of consultants who are found ineligible as per aforesaid criteria shall be *returned unopened on award of contract*.
- 1.3.3 After the evaluation of the Technical Offers, DFCCIL shall short list the Consultants in terms of Clause-1.4.6 of criteria of evaluation for opening of their Financial Offers. Date, time and venue of opening of Financial offers will be notified to all Consultants. The opening of Financial Offers shall be done in presence of the respective representatives of Consultants who choose to be present. DFCCIL will not entertain any query or clarification from Consultants who fail to qualify at any stage of the Selection Process. The evaluation of Financial Offers and Final Selection of the Consultant would be carried out in terms of Clauses-1.4.7 and 1.4.8 of criteria of evaluation detailed later in this data sheet.

1.4 CRITERIA FOR EVALUATION

1.4.1 Evaluation of Technical Offers

- 1.4.2 Only those Consultants whose Tenders are found responsive in terms of Clause 1.2 and who meet the eligibility criteria specified in Annexure 1 of section 2 shall qualify for evaluation under this Section. **Tenders not meeting with the requirements at any stage as specified in Clause 1.2 shall be rejected.** Consultants will be evaluated on the basis of Consultant's relevant experience, preliminary approach and methodology, and the relevant experience of Key Personnel. **Only those Consultants whose Technical Offer score 70 points or more out of 100 shall qualify for further consideration.**

1.4.3 The scoring criteria to be used for evaluation shall be as follows:

Item Code	Parameter	Maximum Marks	Criteria
1.	Firm's Relevant Experience	25	Full Marks will be awarded to the Consultant having the highest number of Eligible Assignments in respect of project management Consultancy services among the Consultants, while the minimum number of Eligible Assignments required for Eligibility in terms of Para 1.2.2 of ITC will be awarded 50% of the full marks; other Consultants will be awarded marks pro-rata between above two extremes based on the number of Eligible Assignments undertaken by the Consultant. (If only one consultant meets minimum eligibility criteria it will be awarded full marks).
2.	Adequacy of preliminary approach and methodology	5	Evaluation will be based on the quality of submissions.
3	Relevant Experience of the Key Personnel	70	<p>Full Marks for each Key Personnel * will be awarded to the candidates of Key Personnel having the highest experience in terms of cumulative number of years in Eligible Assignments among all candidates proposed by various Consultants against that Key Personnel, while the experience of Eligible Assignments (as the case may be) required for minimum Eligibility in terms of Form 5A will be awarded 50% of the full marks; other candidates will be awarded marks pro-rata between above two extremes based on the number of Eligible Assignments undertaken by each of them. (If only one consultant meets minimum eligibility criteria it will be awarded full marks).</p> <p>The key personnel qualifications and competence shall be as given in Form 5A and in case there is any deficiency in the qualification/experience of key personnel, the same will be treated as disqualified and no marks will be awarded in such case.</p>
	Total	100	

Note *Sub Criteria for each Key Personnel is specified in Clause-1.5.

1.4.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Technical Offers under this Bid, project management consultancy services shall mean construction supervision/monitoring, design/design review/approval involving work as mentioned in clause 1.2.2 of ITC.

1.4.5 Deleted.

1.4.6 Short-listing of Consultants

Consultants ranked as aforesaid shall be technically pre-qualified and shortlisted for financial evaluation in the second stage. However, if the number of such short-listed Consultants is less than two, DFCCIL may, in its sole discretion, pre-qualify the Consultant(s) whose technical score is less than 70 but not in any case less than 50, provided that in such an event, the total number of pre-qualified and short-listed Consultants shall not exceed two. In other words for example if only one Consultant secures more than 70 and gets shortlisted, then the Consultant who has secured the highest score among those who have not got shortlisted (securing score between 50 and 70) shall be considered and short listed notwithstanding his score being less than 70. The Financial Offers of consultants whose technical offers did not meet above criteria will be returned unopened on award of contract by DFCCIL and no further correspondence would be entertained.

1.4.7 Evaluation of Financial Offers

1.4.7.1 Financial Offers of only the short-listed Consultants shall be opened.

1.4.7.2 For the purpose of evaluation, the total cost shall include all taxes and duties for which DFCCIL will make payments to the Consultant. Service tax shall be reimbursed.

1.4.7.3 DFCCIL will determine whether the Financial Proposals are complete, unqualified and unconditional. **If there are conditions attached to any Financial Offer, which shall have bearing on the total costs as indicated in the Offer, DFCCIL shall reject such Offers as non-responsive Financial Offer.** The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant.

1.4.8 Final Selection

Financial offers will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and next higher and so on will be ranked as L-2, L-3 etc. the least cost proposal (L-1) will be considered for invitation of negotiation (if required) and award of contract.

1.4.8.1 The negotiation (if required) with the Selected Consultant, i.e. L-1 will be carried out as specified in Clause 6 ITC Section 2.

1.5 Sub Criteria for Key Personnel for Technical Evaluation

1.5.1 Maximum marks that can be awarded to a candidate for a position of Key Personnel shall be as follows:

Item * Code	Criteria	Marks
A1	Project Manager/Team Leader	16
A (2 to 5)	Resident Engineer (i) Civil (2 Nos.) (ii) S&T (iii) Electrical	13 (6.5 each) 8 8
A (6 to 10)	Experts - (Track Design Expert, Design Expert OHE, Design Expert Traction Supply, Signal Design Expert, Design Expert Train Management System)	25 (5 for each expert)
	Total marks	70

Note-*: Item Codes are detailed in Form 10 of Section 3.

E. DATA SHEET (Attachment 2)

SITE FACILITIES FOR THE EMPLOYER AND THE ENGINEER- Site facilities for the Employer and the Engineer will be provided by System Contractor. If the System contractor is not in place at the time of the issue of LOA to the consultant, the consultant will be allowed to have office for Project Manager on hire, till such time System Contractor is in place.

The provision for the site facilities provided in System Contract is detailed below:

1.0 GENERAL

- 1.1 The approximate number of Engineer’s staff for Track & System Contract is expected to be about 40 including the Resident Engineers (RE). In addition, one room of similar specifications and facilities as Project Manager shall be provided for the Employer’s Representative.
- 1.2 The System Contractor shall provide accommodation for the sole use of the Engineer and his staff, and the item of Engineer’s Staff Compound shall comprise office for Project Manager and Resident Engineers and his staff.

Main Office	Satellite Office
Office for the Project Manager, Resident Engineers (4 Nos.) and Other Officials (approx.. 20 Nos.) (Office and suitable Resting Facilities)	Office for the Engineer’s Other Officials (approx. 10 Nos.) (Office and suitable Resting Facilities)

- 1.3 Any modification/adjustment/change between main office and satellite office if required should be done in consultation with the engineer and employer.
- 1.4 The main staff compound shall be sited adjacent to but separate from the Contractor’s main Site offices, in a compound established by the Contractor.
- 1.5 The Contractor shall provide and properly maintain fully-furnished, serviced, cleaned, equipped and air-conditioned/cooled staff compound and satellite staff compounds for the Engineer, his staff and the Employer’s representatives. The compounds shall be properly fenced for safety and security. The plans for each compound shall be designed/ arranged by the Contractor and forwarded to the Engineer for approval prior to construction.

2.0 FACILITIES - MAIN STAFF COMPOUND

The Engineer’s offices shall have a minimum plan area of 400 m² for the Main Office and satellite office.

2.1 Room requirements

The Main and Satellite Offices will require providing the office space for following Engineer’s staff:

- 1) Project Manager
- 2) Resident Engineers – 4 Nos.
- 3) Employer's Representative
- 4) Field Engineers
- 5) Design Experts
- 6) Safety officer / Engineer
- 7) Quantity Surveyors
- 8) Administrative Assistant

In addition, the accommodation at these locations will be required for the following facilities:

- 1) Guest Room
- 2) Conference room sufficient to seat 20 persons
- 3) First Aid room
- 4) Other facilities (kitchenette / messing facilities, adequate WCs and showers, two storage rooms, changing room)

At the Engineer's main and satellite staff compounds, the Contractor shall provide hard covered sheds sufficient for twenty (20) Engineers/ Engineer's visitors' vehicles respectively.

3.0 GENERAL REQUIREMENTS

- 3.1 Materials used for the construction of the offices shall be of good quality and finish. Materials shall be chosen such that the buildings when erected shall give good heat and sound insulation. Both external and internal walls shall be sound proof.
- 3.2 Windows to each room shall be of an area not less than 10% of the wall area. All windows to ground floor offices shall be fitted with burglar bars firmly attached to the structure of the building. All windows shall be fitted with mosquito netting. All windows shall be fitted with venetian blinds.
- 3.3 Internal doors shall be hollow core flush doors and shall be fitted with door closers, lever latches, mortise lock and keys.
- 3.4 External doors shall have barrel bolts both at top and bottom of one leaf and a Yale lock on the other leaf. External doors shall be of solid external quality and hung with heavy-duty hinges. All sets of keys shall be delivered to the Engineer.
- 3.5 All buildings shall be supplied with continuous (24 hour) running potable water to the kitchens and wash rooms. The toilets may use raw water for flushing, shall be equipped with water closets and sitting type stools and shall be adequately ventilated. The Contractor shall also arrange for the constant and hygienic disposal of all effluent, sewage and rubbish from the buildings. Storage tanks will be required due to restricted water supply at most locations.
- 3.6 All buildings shall be supplied with electricity at 220 voltage and 50 Hz that shall be distributed to each room in accordance with the regulations. Lighting and electrical power points shall be provided in each room. The disposition

and location of light and power points will be as directed by the Engineer. A backup generator is required to be provided to meet the full power load in case of power disruption.

- 3.7 Each kitchen shall be provided with worktops, a 2 drainer stainless steel double sink, cupboards beneath the worktop and mounted on the walls, a cooker with 2 gas rings and a microwave oven and a 200 L refrigerator. Tea/Coffee making facilities for 20 persons shall be provided. Tiling shall be provided to the walls above the kitchen table top.
- 3.8 Fire fighting equipment shall be provided in accordance with the recommendations of the local fire brigade station.
- 3.9 Offices shall be at location agreed by the Employer.
- 3.10 In case the contractor wants to hire the Engineer's accommodation, it can be done with the approval of the Engineer. However, the facilities mentioned in this appendix shall be provided.
- 3.11 The office accommodation shall be retained until the expiry of the Defects Notification Period unless otherwise instructed to the contrary by the Engineer.
- 3.12 Prior to commencing the erection of the Engineer's accommodation the Contractor shall obtain the consent of the Engineer to the accommodation, including layout, equipping, electrification plan and furnishings proposed by the Contractor.
- 3.13 The Contractor shall make such reasonable amendments to the layout and furnishings as the Engineer may request.
- 3.14 Till such time System Contract is in place, the Consultant shall hire the office accommodation for which separate monthly lump sum payment will be made by Employer to the Consultant.
- 3.15 Unless otherwise permitted by the Engineer, the Contractor shall complete the accommodation and provide all equipment and furnishing in time to allow the Engineer to occupy the offices prior to the commencement of excavation or any Permanent Works. Till such time the Engineer's accommodation is ready for occupation, the contractor shall hire alternate sufficient space for the office accommodation for the Engineer. The accommodation shall be maintained in a clean, stable and secure condition and shall be cleaned at least daily.
- 3.16 Equipment provided for the use of the Engineer shall be maintained in a clean and serviceable condition and all consumables shall be replenished when required.
- 3.17 Measuring and testing equipment shall be calibrated before they are used and at regular intervals to which the Engineer has given his consent.
- 3.18 Survey equipment shall be maintained by the service agent and shall be regularly checked but the overall responsibility shall rest with the Contractor.
- 3.19 Equivalent replacements shall be provided for equipment which are not in working order or otherwise are not in a serviceable condition or are being repaired or serviced.

3.20 The consent of the Engineer shall be obtained before accommodation or equipments are removed.

4.0 Furniture & Equipment

The Contractor shall supply the new furniture and equipment to the Engineer's offices in the manner required by the Engineer. Given below is the indicative list of items required for Engineer's office in the main and satellite subsidiary compounds.

S.N	Description
	General Office Requirement
1.	Conference table (size = 2000mm x 800mm)
2.	Conference chairs
3.	Glass-fronted lockable bookcase
4.	Double pedestal desk (size 1500 mm x 900 mm)
5.	Single pedestal desks (size 1200 mm x 900 mm)
6.	Swivel office chair with armrests
7.	Swivel office chair without armrests
8.	Typist chair
9.	Visitors chair
10.	3-shelf bookcase
11.	4-drawer filing cabinet
12.	Plan chest (A1 size)
13.	Tables (size 1500mm x 900mm)
14.	lock-able cupboard 6 ft high with internal shelves
15.	AO size drawing hanger for 1000 drawings
16.	A0 Digital document System (Xerox 8830 DDS or similar) capable of printing, scanning, copying, reduction and enlargement in RE Office
17.	Floor mounted safe (size – 750mm x 450mm x 600mm)
18.	First aid kits for up to 30 persons
19.	Safety helmets
20.	Safety harness

S.N	Description
21.	Pairs steel toed construction boots sizes to be advised
22.	Day glow waistcoat
23.	Pairs steel handling gloves
24.	Pairs industrial safety goggles
25.	Potable water dispenser with hot/cold taps and paper/plastic cups
26.	15 piece dinner service
27.	Fire extinguishers

5.0 Personnel

In addition to the above listed items, the Contractor shall supply the following personnel for full duration of contract-

- | | | |
|----|---------------------------|---------------------------|
| a. | Field / Office Attendants | 6 No |
| b. | Drivers | As per Vehicle Provisions |
| c. | Messengers | 2 No |
| d. | Watchmen/Security Guard | 2 No (24 x 7) |

6.0 TRANSPORT FOR THE ENGINEER

6.1 General

The Contractor shall provide road transport as described in this document for the use of the Engineer and his personnel.

6.2 Road Transport

- (i) **The vehicles shall be new and delivered and maintained by the Contractor in good roadworthy condition. The vehicle shall be replaced with a new vehicle after a maximum run of 100,000 km or Three years, whichever is earlier.**
- (ii) The vehicles shall be licensed and insured for use on the public highway and shall have comprehensive insurance cover for any qualified driver authorized by the Engineer together with any authorized passengers and the carriage of goods or samples.
- (iii) The Contractor shall provide fuel, oil and maintenance in conformity with the vehicle manufacturer's recommendations and all relevant toll and parking charges incurred in connection with the Works. The vehicles provided under this Contract are likely to log an average of 3,500 km and 300 hours/per month (the average will be worked out considering all the vehicles provided by the Contractor and operated over a period of six months).

- (iv) The vehicles shall be provided by the Contractor for use of the Engineer during the day or night as required by the Engineer.
- (v) The Contractor shall organize daily cleaning of the vehicles from inside and outside as required during the currency of the Contract.
- (vi) In case of any defect requiring major repairs and grounding of the vehicle for more than 24 hours, a suitable replacement shall be provided by the Contractor for such vehicle. In case the Contractor fails to provide vehicle(s) or substitute vehicle(s) [In case of grounding of vehicle for over 24 hours] the same shall be arranged by the Engineer from other source. An amount of Rs. 2,000 per day for each vehicle (that the Contractor has failed to provide) or as per actual, whichever is higher, shall be recovered from the Contractor.
- (vii) The Contractor shall employ and make available competent drivers fully licensed to operate the vehicles as and when required by the Engineer and his personnel. The Contractor shall replace drivers at the request of the Engineer.

6.3 Type of Vehicles

The Contractor shall provide the following vehicles of each type as and when directed by the Engineer:

Type		Employer, Engineer and his personnel (Vehicle months)
Type A	Air-conditioned four wheeled vehicle of a type and colour approved by the Engineer and having no trade name displayed except the name of the Manufacturer of the vehicle. The vehicle shall have an engine capacity of at least 1800 cc and have at least 4 seats	144 vehicle months.
Type B	Non-air conditioned Tata Sumo or similar type vehicle with seating capacity of not less than 5 seats	324 vehicle months.

Note: The vehicles will be mobilised as per the instructions of the Employer, specially for pooling of the vehicles.

6.4 Transport Requirements

Transport for the, Engineer and his Personnel shall be provided as per the mobilization of the PMC Team for field work from Project Office.

6.5 Records

Records of journeys shall be kept in logbooks signed by the Employer, Engineer and their personnel. Records shall include details of the times and purpose of journeys with appropriate odometer readings and distances travelled. The person using the transport or authorizing the journey shall sign against the log book entries. Logbooks shall be presented for inspection when required by the Engineer and all completed logbooks shall be handed over to the Engineer.

7.0 For defect liability period of 24 months vehicle for consultant will be provided by Employer.

8.0 Vehicles for PMC shall be provided by Employer till such time System Contract is not in place.

SECTION 3

PROPOSAL FORMS

(Technical & Financial)

CONTENTS

FORM NO.	Description
Form – 1 A	Technical Proposal Submission Form
Form – 1 B	Financial Proposal Submission Form
Form – 2	Format For Power Of Attorney For Authorised Signatory
Form – 3	Consultant's Information Sheet
Form – 4	Details of experience of Project Management Consultancy /Construction Contract where Consultant has rendered PMC services
Form – 5A	Key Person's Qualification and Experience
Form – 5B	Summary of information on Proposed Key personnel.
Form – 5C	Curriculum Vitae of Key personnel
Form – 6	Preliminary Approach & Methodology Proposed For Performing The Assignment
Form – 7	Firm's Financial Data
Form – 8	Form of Performance Security (Bank Guarantee)
Form – 9	Form for Bid security – Bank Guarantee (Deleted) .
Form – 10	Remuneration proposed billing rates for experts/Site Supervision Team
Form- 11	Format for Affidavit to be submitted by Consultant along with the proposal
Form – 12	EQC Information Sheet
Form – 13	Joint Bidding Agreement for members of JV
Form – 14	Form 14 – Format of Bank Guarantee for Mobilisation Advance

TECHNICAL PROPOSAL SUBMISSION FORM

(On letter head of the Consultant)

From:

.....
.....

To:

The Group General Manager/CO,
Dedicated Freight Corridor Corporation of India Ltd.
Eastern Corridor,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi-110001

Dear Sir,

**Sub: Project Management Consultancy for -
Design, Supply and Construction of Track, Signaling & Telecom works,
Traction Power Supply, SCADA, OHE, General Electrical Works and
Testing & Commissioning for double track electrified railway line from
Mughalsarai to New Sonnagar and Chirailapathu (excluding New
Karwandiya – New Durgauti Section) of Eastern Dedicated Freight
Corridor.**

Ref: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated.....

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide project management services for the above named works in conformity with the contracts being awarded to Execution contractors up to the stage of completion of works and up to DLP as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 28(Twenty eight) days of issue date of letter of award.
 - (ii) Enter into the contract agreement within 28 (Twenty eight) days of issue of Draft Contract Agreement papers.

3. Unless and until a formal agreement is prepared and executed, this proposal together with letter of award thereof, shall constitute a binding contract between us.
4. **Deleted**
5. I/We undertake that:
 - (i) In competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 - (ii) We will deploy required Key personnel & other personnel from the list submitted by us and approved by DFCCIL within a period of **40 days** of issue of request by DFCCIL, as per the staffing schedule decided by DFCCIL.
 - (iii) We will decide the **detailed** Approach and Methodology for the project in consultation with Design & Build contractors and Employer as per stipulations in the construction contract agreement(s) for which the consultancy services are contemplated. It will be ensured that the approach and methodology prepared is in compliance to requirements in section 4 of the bidding document.
 - (iv) We certify that we do not have any conflict of interest in submission of this proposal nor we will take up any assignment in future which will be in conflict with the present assignment, in accordance with ITC clause 1. 5.
6. We certify that in preparation and submission of Technical information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
7. I/We agree to allow DFCCIL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
8. Our proposal is valid for **120 days** beyond the date of opening of technical proposal and will be binding on us.
9. We have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if Notification of Award has been issued.
10. **We declare that we are not liable to be disqualified in accordance with clause 1.2.2 (viii) of ITC and for this we have furnished the affidavit prescribed in form 11 of the bid document.**

11. *I/We* understand that, the Dedicated Freight Corridor India Limited is not bound to accept any proposal that the Dedicated Freight Corridor India Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of Consultant

(Seal)

Address:

.....

.....

Enclosures: As per ITC, **except for Form 1B & Form 10**

FINANCIAL PROPOSAL SUBMISSION FORM

(On letter head of the Consultant)

From:

.....

.....

To:

The Group General Manager/CO/EC,
Dedicated Freight Corridor Corporation of India Ltd.
Eastern Corridor,
5th Floor, Pragati Maidan Metro Station Building Complex,
New Delhi-110001

Dear Sir,

**Sub: PROJECT MANAGEMENT CONSULTANCY FOR -
Design, Supply and Construction of Track, Signaling & Telecom works,
Traction Power Supply, SCADA, OHE, General Electrical Works and
Testing & Commissioning for double track electrified railway line from
Mughalsarai to New Sonnagar and Chirailapathu (excluding New
Karwandiya – New Durgauti Section) of Eastern Dedicated Freight
Corridor.**

Ref: HQ/EN/EC/Track-Systems/MGS-DGO&KWDN-SEBN-CPBH/PMC dated

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide project management services for the implementation of the above named works in conformity with the contracts being awarded to Execution contractors up to the stage of completion of works and up to Defect Liability (Notification) period as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:
 - (i) Furnish performance security within 28 (twenty eight) days of issue date of letter of award.
 - (ii) Enter into the contract agreement within 28 (twenty eight) days of issue of draft Contract Agreement papers.

3. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract between us.
4. I/We (Name of the Consulting Firm) submit herewith our Financial Proposal for selection of our firm/organization as Project Management Consultant for the above mentioned Project.
5. i) Our attached financial proposal is for the sum of Rs. (Rupeesonly) inclusive of all local taxes, but exclusive of Service Tax.

ii) Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of the proposal, i.e. 120 days beyond the date of opening of Technical Proposal and will be binding on us.
6. If negotiations are held during the validity of the Proposal, we undertake to negotiate on the basis of proposed staff. Our proposal is binding upon us and subject to modifications from contract negotiations.
7. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
8. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
9. I/We agree to allow DFCCIL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
10. **Our financial proposal shall be binding on us subject to modifications resulting from negotiations up to expiry of the validity period of the proposal i.e. 120 days beyond the date of opening of technical proposal and will be binding on us.**
11. We have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if Notification of Award has been issued.

12. //We understand that, the Dedicated Freight Corridor India Limited is not bound to accept any proposal that the Dedicated Freight Corridor Corporation of India Limited may receive.

Yours faithfully,

.....

Signature of authorised signatory of Consultant

(Seal)

Address:

.....

.....

Enclosures: As per ITC **Form 1B & Form 10**

Note: Form 1B and Form 10 shall be submitted in separate sealed envelope / packet superscripted “FINANCIAL PROPOSAL”

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF
SINGLE ENTITY/ JV AS APPLICABLE**

POWER OF ATTORNEY*

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

Know all men by these presents, we (Name of Consultant with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to “Project Management Consultancy” for :

Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

including signing and submission of all documents and providing information/responses to Group General Manager/CO/EC, DFCCIL representing us in all matters, dealing with Dedicated Freight Corridor Limited in all matters in connection with our bid for the said project”.

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

Dated this the day of 2017

.....
(Signature of authorised Signatory)

.....
(Signature and Name in Block letters of Signatory)
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

- ◆ *To be executed by Single entity where the competence of the authorised signatory is not supported by a Board Resolution or General Power of Attorney for such acts (copy of Board Resolution/GPA to be attached).*
- ◆ *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.*
- ◆ *In case of JV, power of attorney for the authorised signatory shall be issued by lead member of JV.*
- ◆ *For single entity/Lead Member of JV constituted in India, Form 2 is to be executed.*
- ◆ *For single entity/Lead Member of JV constituted outside India, equivalent document; executed and issued overseas; should be submitted. The document executed and issued overseas shall be got notarized in jurisdiction where it is being issued and also be legalized by the Indian Embassy of the issuing country. However, documents issued from countries that have signed the Hague legislation 1961 and also carrying a confirming apostille certificate is not required to be legalized by the Indian Embassy.*

CONSULTANT'S INFORMATION SHEET**Consultant's Information**

Consultant's legal name	
Consultant's country and year of constitution	
Consultant's year of Registration in India, if not constituted in India	
Consultant's legal address in country of constitution and as Registered in India	
Details of Consultant's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

The Consultant shall attach copies of the following original documents with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above.
2. Certificate of Constitution/Registration in India.

Authorised Signatory

Name.....

Address.....

Seal.....

**DETAILS OF EXPERIENCE OF PROJECT MANAGEMENT
CONSULTANCY CONTRACTS WHERE CONSULTANT HAS
RENDERED PMC SERVICES**

Fill up one form per contract of PMC Contract where Consultant has rendered PMC services.

Contract No.		Contract Name	
Award Date		Actual Completion Date	
Category of work (tick as applicable)	Track works/ OHE works / Signaling works		
Total Consultancy Contract Amount	INR		
If partner in a JV specify participation in total Consultancy contract amount/ Construction Contract amount where Consultant has rendered PMC services	Percent share of Total:	Share Amount: INR	
Employer's Name, Current Address and Current Telephone/Fax Number, E-mail			
Description of the work in accordance with Criteria 1.2.2 of Section 2			
Detailed Narrative Description of work: (Give Details of Work that defines the scope relevant to the requirement)			

The Consultant shall attach copies of Certificate of substantial completion/Completion issued by the Employer with the form, failing which the claim of the Consultant shall be liable to be rejected. **Experience certificate issued by Government/ Quasi-government only shall be considered.**

For the purposes of determining Conditions of Eligibility and for evaluating the Technical Offers under this Bid, consultancy assignments in respect of project management services shall mean construction supervision/monitoring, design/design review/approval involving the works mentioned in clause 1.2.2 (ii), ITC, Section 2 under the heading "Requirement".

Use separate form for each work.

Note: The key personnel qualifications and competence shall be as below and in case there is any deficiency in the qualification/experience of key personnel, the same will not be considered for evaluation and no marks will be awarded in such case.

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Project Manager/Team Leader	Master / Bachelor Degree in Civil / Electrical Engineering	15 years	Should have led project management team for one eligible assignment* for a minimum period of 5 years or Should have worked on one eligible assignment* at least as JAG Scale or equivalent in Govt. or Public Sector Units for a minimum period of 5 years.

Note:

- (i) ***Eligible assignment for this purpose shall be considered as “Project construction/supervision of Highways/ Railways / Metro Railway/ suburban rail transit systems”.**
- (ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation, highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- (iii) *The proposed person should not be older than 68 years as on deadline for submission of bids.*

. Authorised Signatory

Name.....

Address.....

Seal.....

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Resident Engineer / Civil – I	Bachelor Degree in Civil Engineering	10 years	Should have worked at least as Construction manager/ Resident Engineer for one eligible assignment* for a minimum period of 5 years or Should have worked on one eligible assignment* at least as JAG Scale or equivalent in Civil Engineering Department in Govt. or Public Sector Units for a minimum period of 5 years.

Note:

- i) **Eligible assignment for this purpose shall be considered as “Supervision/ construction of Track Linking / Construction in Railway /Metro/ Suburban Rail Transit System”.*
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

Authorised Signatory

Name.....

Address.....

Seal.....

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Resident Engineer / Civil – II	Bachelor Degree in Civil Engineering	10 years	Should have worked at least as Construction manager/ Resident Engineer for one eligible assignment* for a minimum period of 5 years or Should have worked on one eligible assignment* at least as JAG Scale or equivalent in Civil Engineering Department in Govt. or Public Sector Units for a minimum period of 5 years.

Note:

- i) **Eligible assignment for this purpose shall be considered as “Supervision/ construction of Track Linking / Construction in Railway /Metro/ Suburban Rail Transit System”.*
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

Authorised Signatory

Name.....

Address.....

Seal.....

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Resident Engineer / Electrical	Bachelor Degree in Electrical Engineering	10 years	Should have worked at least as Construction manager/ Resident Engineer for one eligible assignment* for a minimum period of 5 years or Should have worked on one eligible assignment* at least as JAG Scale or equivalent in Electrical Department in Govt. or Public Sector Units for a minimum period of 5 years.

Note:

- i) **Eligible assignment for this purpose shall be considered as “Supervision of construction of Railway Electrification Work (25 KV / 2x25 KV) in Railway /Metro/ Suburban Rail Transit System”.*
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

Authorised Signatory

Name.....

Address.....

Seal.....

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Resident Engineer / S&T	Bachelor Degree in Electronics / Electrical Engineering	10 years	Should have worked at least as Construction manager/ Resident Engineer/S&T for one eligible assignment* for a minimum period of 5 years or Should have worked on one eligible assignment* at least as JAG Scale or equivalent in S&T Department in Govt. or Public Sector Units for a minimum period of 5 years.

Note:

- i) **Eligible assignment for this purpose shall be considered as – construction supervision of signal and telecom installation in Railway /Metro/ Suburban Rail Transit System”.*
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

Authorised Signatory

Name.....

Address.....

Seal.....

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Track Design Expert	Bachelor Degree / Diploma in Civil Engineering	10 years for Degrees holders or 15 years for Diploma holders.	Should have worked at least as Track Design Expert for one eligible assignment* for minimum of 5 years or Should have worked on one eligible assignment* at least as Senior Scale or equivalent in Civil Engineering department in Govt. or Public Sector Units for minimum of 5 years

Note:

- i) **Eligible assignment for this purpose shall be considered as designing of track including yards, curves, LWR etc. in Railway /Metro/ Suburban Rail Transit System.*
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Design expert(OHE)	Bachelor Degree/ Diploma in Electrical Engineering	10 years for Degrees holders or 15 years for Diploma holders.	Should have worked at least as Design Expert OHE for one eligible assignment* for minimum 5 years. or Should have worked on one eligible assignment* at least as Senior Scale or equivalent in Electrical department in Govt. or Public Sector Units for minimum 5 years

Note:

- i) **Eligible assignment for this purpose shall be considered as design of OHE (25 kv/ 2x25 kv) works. in Railway /Metro/ Suburban Rail Transit System*
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cummulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Design Expert(Traction Supply)	Bachelor Degree /Diploma in Electrical Engineering	10 years for Degrees holders or 15 years for Diploma holders.	Should have worked at least as Design Expert (Traction Supply) for one eligible assignment* for minimum 5 years. or Should have worked on one eligible assignment* at least as Senior Scale or equivalent in Electrical department in Govt. or Public Sector Units for minimum 5 years

Note:

- i) ***Eligible assignment for this purpose shall be considered as design of Traction Supply (25kv/ 2x25 kv) in Railway /Metro/ Suburban Rail Transit System**
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Signal Design Expert	Bachelor Degree/ Diploma in Electronics/ Electrical Engineering	10 years for Degrees holders or 15 years for Diploma holders.	Should have worked at least as Signal Design Expert for one eligible assignment* for minimum 5 years. or Should have worked on one eligible assignment* at least as Senior Scale or equivalent in S&T department in Govt. or Public Sector Units for minimum 5 years

Note:

- i) ***Eligible assignment for this purpose shall be considered as design of interlocking plan, interlocking table and signaling circuits for SSI/RI/PI in Railway /Metro/ Suburban Rail Transit System.**
- ii) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- iii) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

KEY PERSONNEL QUALIFICATION AND EXPERIENCE

Name: _____

Date of Birth: _____

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
Design Expert (Train Management System)	Bachelor Degree/ Diploma in Electronics/ Electrical Engineering	10 years for Degrees holders or 15 years for Diploma holders.	Should have worked at least as Signal Design Expert/Train Management System Expert for one eligible assignment* for minimum 5 years. or Should have worked on one eligible assignment* at least as Senior Scale or equivalent in S&T department in Govt. or Public Sector Units for minimum 5 years

Note:

- iv) ***Eligible assignment for this purpose shall be considered as design of interlocking plan, interlocking table and signaling circuits for SSI/RI/PI in Railway /Metro/ Suburban Rail Transit System.**
- v) *For the purpose of scoring criteria under clause 1.4.3 Section – 2, criteria of evaluation highest experience in terms of cumulative numbers of years in eligible assignment shall be awarded full marks. While the candidate having experience of only 5 years of eligible assignment shall be awarded 50% of the full marks.*
- vi) *The proposed person should not be older than 65 years as on deadline for submission of bids.*

FORM 5B

SUMMARY OF INFORMATION OF PROPOSED KEY PERSONNEL:

Name of Project: Project Management Consultancy for:

Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailpathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

S.N	Name	Proposed position for the project	Nationality	Name of the Firm	Employment Status with Firm (Full time regular staff or other)	Education/Degree (Year/Institution)	CV Signature (by Expert/by authorised Signatory)

Signature of Consultant,
Authorized signatory,
Seal

Full Name.....
Title.....
Address.....

**FORMAT FOR CURRICULUM VITAE (CV) TO BE SUBMITTED WITH PROPOSAL
FOR KEY PROFESSIONAL**

Name of Project: PROJECT MANAGEMENT CONSULTANCY FOR -

Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

1. PROPOSED POSITION :
2. NAME :
3. DATE OF BIRTH :
4. NATIONALITY :
5. PERSONAL ADDRESS :
- TELEPHONE NO. :
- FAX NO. :
- E-MAIL ADDRESS :
6. EDUCATION :
- (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. COUNTRIES OF WORK
11. EXPERIENCE :

- 11 (a) EMPLOYMENT RECORD/ LENGTH OF PROFESSIONAL SERVICE Starting with present position, list in reversed order every employment / professional service held and state the start and end month/year of each employment/ professional service.

S.No.	From	To	Employer Client	Name of Project	Position Held ¹	Description Of Duties	Detailed Tasks Assigned ²

- 11(b) Details of eligible assignment and period.

S.N.	From	To	Employer Client	Name of Project	Position Held ¹	Description Of Duties	Details of experience which qualify for eligible Assignment as per form 5-A for which CV is submitted

Notes:

1. Under column 'Position held', clearly state if you were an employee of any Firm / department along with your designation or have worked as a consultant or an adviser.
2. In this column list tasks one by one and support each task by project experience.

12. CERTIFICATION (Please follow exactly the following format. Omission will be seen as noncompliance)

I, the undersigned Certify that, to the best of my knowledge and belief, this bio-data correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I am willing to undertake the assignment if the Consultancy contract is awarded to the firm and ensure my availability for the duration of the assignment.

13. Certified that:

- a) I have no history of involvement in Vigilance/CBI/Police Case, resulting in punishment. Or

- b) I have a history of involvement in Vigilance/CBI/Police case, which has not yet been finalized. Or
- c) I had history of involvement in Vigilance/CBI/Police Case, resulting in imposition of ___ No. of minor penalties. Or
- d) I had history of involvement in Vigilance/CBI/Police Case, resulting in imposition of Major penalty.

(Note: Items not applicable from (a) to (d) above must be scored out.)

Signature : _____

Date of signing : _____ day _____ Month _____ Year _____

First name and seal of authorised signatory of JV.

Authorised Signatory

Name.....

Address.....

Seal.....

PRELIMINARY APPROACH & METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

Name of Project: **PROJECT MANAGEMENT CONSULTANCY FOR -**

Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.

The approach and methodology will be detailed under the following topics:

1. Understanding of the assignment
2. Work Breakdown structure.
3. Composition of the Team
4. Designated Experts and responsibilities- Link item 3
5. Duties and responsibilities of Project Manager and other key personnel.
6. Organizational set up and methodology for supervision and monitoring of the work of contractor
7. QA System
8. Documentation and procedures to be prepared, adopted and furnished to DFCCIL.
9. Reporting Procedure

Authorised Signatory

Name

Address.....

Seal.....

Note:

- (i) The approach and methodology should be precise and relevant to the assignment and should not exceed 5 pages excluding Bar charts if any.

Firm's Financial Data for immediately preceding three financial years and current year:

S.N.	Particulars	Fee from Consultancy Services
1	2013-14	
2	2014-15	
3	2015-16	
4	2016-17	
	Total Consultancy payments received	

Notes:

1. Please provide Balance Sheets/Profit & Loss Accounts in support of Information given above.
2. **Form 7 should also be certified by Chartered Accountant.**
3. In case of JV, separate sheet for each partner shall be submitted duly giving details as per note 4 below.
4. Contractual payment received for consultancy work by a member in earlier JV firm shall be reckoned to the extent of concerned member share in that firm for the purpose of satisfying its compliance to the turnover criteria for the Bid under consideration.
5. In case the applicant is a partnership firm, the consultancy experience and contractual payments received shall be in the name of partnership firm only.
6. In support of the above, Certificate from client showing the details of payment received in a particular financial year, duly attested by Notary and/or TDS certificates/the audited balance sheets and/or Photostat of TDS certificates/the audited balance sheets clearly indicating the contractual amount received for consultancy can also be submitted. All documents, either original copy or photocopy should be duly attested by Notary.

Authorized Signatory

Name.....

Address.....

Seal.....

**EXAMPLE FORM OF PERFORMANCE SECURITY
(GUARANTEE) BY BANK**

(Clause 9 of ITC)

This deed of guarantee made this day of Between Bank of (hereinafter called the “**Bank**”) of the one part, and Dedicated Freight Corridor Corporation of India Limited called the “**Employer**” of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract for (Hereinafter called the Contract) to (Hereinafter called the **Consultant**). (Name of the **Consultant**)

AND WHEREAS the **Consultant** is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs..... (Amount in figures and words). Now we the undersigned(Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of(full name of the Bank), hereby declare that the said bank will guarantee the Employer the full amount of Rs.(Amount in figures and words).

After the **Consultant** has signed the aforementioned Contract with the Employer, the Bank is engaged to pay the Employer, any amount up to and inclusive of the aforementioned full amount of the Performance Security upon written order from the Employer to indemnify the Employer for any liability of damage resulting from any defects or shortcomings of the **Consultant** or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Employer immediately on demand without delay and demur and without reference to the **Consultant** and without the necessity of a previous notice or of judicial; or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the **Consultant**. The Bank shall pay to the Employer any money so demanded notwithstanding any dispute/disputes raised by the **Consultant** in any suit or proceedings pending before any court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal.

This guarantee is valid till(the initial period for which this Guarantee will be valid must be for at **least 6 months (six months) longer than the anticipated expiry date of Defects Liability (Notification) Period as stated in GCC.**

At any time during the period in which this guarantee is still valid, if the Employer agrees to grant a time extension to the **Consultant** or if the **Consultant** fails to complete the Works within the time of completion as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated in the Contract, or fails to discharge himself of the liability or damages or debts as stated in the Contract, it is understood that the Bank will extend this guarantee under the same conditions for the required time on demand by the Employer and at the cost of the **Consultant**.

The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the **Consultant**.

The neglect or forbearance of the Employer in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Bank of their liability under this deed.

The expressions "**the Employer**", "**the Bank**" and "**the Consultant**" hereinbefore used shall include their respective successors and assigns.

Notwithstanding anything contained herein:

Our liability under this bank Guarantee shall not exceed Rs.....(Rupees).

This bank guarantee shall be valid up to

We are liable to pay the guarantee amount or part thereof under this bank Guarantee only and only if you serve upon us a written claim or demand on or before.....

In witness whereof I/We of the Bank have signed and sealed this guarantee on the day of (Month) being herewith duly authorized.

For and on behalf of

Thebank

Signature of Authorized bank Official

Name

Designation

Stamp/seal of the Bank:.....

Signed, sealed and delivered

For and on behalf of the

Bank of the above

Name_____

In the presence of :

Witness 1.

Witness 2.

Signature

Signature

Name

Name

Address

Address

FORM OF BID SECURITY (Bank Guarantee)

STANDS DELETED

(On letter head of the Consultant)

Financial Offer**I) Remuneration: Billing Rates for Key Personnel, Sub-key Personnel, Field Staff/Supervisors and Office Staff Team.**

S N	Expert/Site Supervisors Team (By Designation)	Required Man month	Total Man months	Billing Rate (in Rs.)	Amount (in Rs.)
(A)	Key Personnel/Professional				
1.	Project Manager (PM)	1x36	36		
2.	Resident Engineer (RE) Civil-I	1x24	24		
3.	Resident Engineer (RE) Civil-II	1x24	24		
4.	Resident Engineer (RE) Electrical	1x36	36		
5.	Resident Engineer (RE) S&T	1x36	36		
6.	Track Design Expert	1x18	18		
7.	Design Expert OHE	1x12	12		
8.	Design Expert Traction Supply	1x12	12		
9.	Signal Design Expert	1x27	27		
10.	Design Expert (Train Management System)	1x3	3		
(B)	Sub-key Personnel/ Officials				
1.	Track Construction Expert	1x24	24		
2.	Electrical Expert (OHE)	1x24	24		
3.	Electrical Expert Traction Supply	1x24	24		
4.	Signal Construction Expert	1x36	36		
5.	Telecom Construction Expert	1x27	27		
6.	Telecom Design Expert	1x27	27		
7.	Electrical Expert Transmission	1x9	9		
8.	Electrical Expert SCADA	1x15	15		
9.	Contract Specialist	1x24	24		
(C)	Field Engineer/Supervisors				
1.	Asstt. Expert Railway Operation and Safety	1x18	18		
2.	Field Engineers Civil/P Way	4x18+2x24	120		
3.	Signal Design Supervisor	1x24	24		
4.	Field Engineers Signal	1x24+1x36+2 x8	76		
5.	Field Engineers Telecom	1x24+1x36+1 x8	68		
6.	Field Engineer Electrical General	1x12	12		
7.	Field Engineer OHE	1x18+1x30	48		

8.	Field Engineers Traction Supply	1x18+1x30	48		
9.	Field Engineer SCADA	1x15	15		
10.	Quantity Surveyor	1x18	18		
11.	Quality Control Engineer	1x24	24		
(D)	Office Staff Team:				
1.	Office Manager/Project Accountant	1x30	30		
2.	Computer Operator cum Stenographer	1x18+2x27	72		
3.	Clerk cum Record cum Store Keeper	1x18+2x27	72		
4.	CADD Operator	1x27	27		
	Total				

Total amount in words: Rupees. _____ only

Note:

1. *The remuneration for person shall include inclusive of all the payments, expenditure allowances, overheads & profit, and all Taxes and cess thereon (excluding service tax). Other reimbursable expenditures as stipulated in bidding document will be over and above this.*
2. *Employer reserves the right to reduce the numbers and estimated person of key Personnel, Sub-Key Personnel Staff, Field Engineers/Supervisors and Administrative Support Staff/Office Staff Team etc. without any claim on either side.*
3. *For the purpose of arriving at payment for services rendered by personnel a part of month, the man-month rate shall be divided by 30 and multiplied by number days.*

The Employer may instruct the Consultant to mobilize additional site personnel or support in any category specified here above or to increase the total man-months against any category subject to such variation shall be as per the limit stated in clause 4.2.6 of Section 5 of GCC. For all such additional man-months Consultant shall be paid at the rate specified here above and the total cost of services shall get modified accordingly.

4. Sub-key Personnel/Officials Qualification –

Sub-key Personnel/Officials qualification mentioned in Form-10, (B) should be graduate in Engineering (Civil Engg. for Sl. B1, Electrical Engg. for Sl. B2, B3 & B7, Electrical/Electronics Engg. for B8, Electronics and Telecommunication Engg. for Sl. B4, B5 & B6) with minimum 5 years professional experience or diploma holder with minimum of 10 years of professional experience in relevant field.

Contract Specialist Form 10, (B) Sl. 9 should have cumulative relevant experience of 15 years in the field of contract management, Law, procurement, preparation of Bid documents of works contracts / turn-key contracts.

5. **Field Engineers/Supervisors Qualification -** *Field Engineers/Supervisors qualification mentioned in Form-10, (C) should be graduate engineer in*

respective engineering branch with at least 3 years of experience or should be a diploma holder with 6 years experience in respective field, except item (C)1. Item (C) 1 should have experience of 7 years in relevant field of working in Railways/ Metro/ Suburban Rail Transit System.

6. The Key personnel, Sub-key personnel, Field staff / Supervisors and Office staff engaged by Project Management Consultant shall be in physical fit condition to perform the job proposed to be assigned to him.

II) Schedule of Payment for Office Supplies, Utilities and Communication (Fixed Cost) :

No.	Item	Months	Monthly rate	Amount
1	Office Supplies/ Consumables	30		
2	Drafting supplies	30		
3	Computer Running Costs and compatible Software	30		
4	Domestic Communication	30		
Total				

III) Schedule of Payment for Reports and Document Printing (Fixed Cost) :

S.No.	Description	No. of volume	Per Volume Cost	Total Cost
1	Monthly progress report (5 copies)	30		
2	Quarterly progress report (5 copies)	8		
3	Supervision Manual (5 copies)	1		
4	Inception Report (5 copies)	1		
5	Sectional completion report (5 copies)	1		
6	Final Completion Report with CD (6 copies)	1		
Total Cost				

IV) Office Rent (Fixed Cost) Rental Only :

S. No.	Description	No. of months	Rent per month	Total Cost
1	Office of Project Manager, REs and other officials	6		
Total				

V. Summary of costs in Indian Rupees :

	Description	Amount in INR
I.	Remuneration for Key Personnel, Sub-key Personnel, Field Staff/Supervisors and Office Staff Team.	
II.	Payment for Office Supplies, Utilities and Communication (Fixed Cost)	
III.	Reports and documents printing	
IV.	Office Rent (Fixed Cost) Rental Only	
	Total Cost	

Total amount in words: Rupees _____ only

Authorised Signatory

Name

Address.....

Seal.....

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY THE CONSULTANT
ALONGWITH THE PROPOSAL**

*(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder)***

I (Name and designation)**..... appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. _____ (hereinafter called the bidder) for the purpose of the Bid for the work of _____ as per the bid No. _____ of DFCCIL, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. That the Consultant or any of its constituents has not been **Blacklisted/banned** for business dealing with Ministry of Railways along with any of its attached and its subordinate offices through an order issued by Ministry of Railways as per list available on web site. (<http://www.indianrailways.gov.in/railwayboard>) of Civil Engineering Directorate of Railway Board pertaining of banning of business in force as on the deadline for submission of bids.
2. That none of the previous contracts of the Consultant or any of its constituents had been terminated/rescinded for Contractor's failure by DFCCIL Ltd. during the period of last 2 years before the deadline for submission of bids.
3. The Consultant or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by DFCCIL due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bid, unless it has been set aside by the competent authority. [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price].
4. That Consultant or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor there is a case of insolvency pending before any Court on the deadline of submission of the bid.
5. We declare that the consultant or any of its constituents have not either changed their name or created a new business entity as covered by the definition "allied firm" under para 1102(iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealing or suspended business dealing or having been declared as poor performer.
6. The bidder is not ineligible in accordance with ITC clause 1.7
7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

- 8 We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
- 9 We understand that if the contents of the affidavit are found to be false at any time during bid evaluation, it will lead to forfeiture of the bid security. Further, we and all our constituents understand that **we shall be liable to be blacklisted** from award of any future contract for a period of **five years** from the date of submission of the bid.
- 10 We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Blacklisting, from any award of future contracts for a period of five years from the deadline for submission of bids.

SEAL AND SIGNATURE OF THE CONSULTANT

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE CONSULTANT

*** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Consultant.*

Attestation before Magistrate/Public Notary

ELIGIBILITY QUALIFICATION CRITERIA INFORMATION SHEET

Item	Details of value of Consultancy work and References (Folio No.) of Documents through which criteria against each item is being met.
Eligibility and Minimum Qualification Criteria (Clause 1.2.2 of Section 2)	
a) Execution of Project Management Consultancy as per Clause 1.2.2 (ii) 1 (i) of Section 2.	
b) Execution of Project Management Consultancy as per Clause 1.2.2 (ii) 1 (ii) of Section 2.	
c) Total turnover of immediately preceding last three financial years as per Clause 1.2.2 (iii) of Section 2	
d) Key Personnel undertaking as per Clause 1.2.2 (iv) of Section 2	
e) Staffing Schedule undertaking as per Clause 1.2.2 (v) of Section 2	
f) Approach and methodology undertaking as per Clause 1.2.2 (vi) of Section 2.	
g) Affidavit Form-11 submitted as per Clause 1.2.2 (viii) of Section 2.	

Note :

Each Consultant should submit details/references as to how eligibility criteria are being met by the Consultant against each item of Eligibility qualification criteria.

Authorised Signatory

Name.....

Address.....

Seal.....

JOINT BIDDING AGREEMENT

(To be executed jointly by all the Members of JV)

Whereas, DFCCIL acting through _____, (hereinafter referred to as the “ Employer”, which expression shall, unless it be repugnant to the subject or context thereof, include its, successors and assigns) has invited Bids (the “Bids”) for Project Management Consultancy for _____ (name of the Project(s)) (the “Consultancy”).

Whereas, _____, _____, _____ and _____ are interested in jointly bidding for the Consultancy in accordance with the terms and conditions of the Bid Document in respect of the Consultancy, and

Whereas, it is necessary as per the Bid Document for constitution of a JV among all the firms jointly applying for the Consultancy and entering into an agreement for jointly bidding for the Project.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

1. We, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter individually referred to as the “Members” which expression shall, unless it be repugnant to the subject or context thereof, include the respective successors and assigns) do hereby irrevocably decide and constitute a JV (the “JV”) for the purposes of jointly applying and participating in the bidding process for the Consultancy.
2. Members hereby undertake that if the JV is selected for the Consultancy, they would jointly enter into the Contract with the Employer and subsequently carry out all the responsibilities as the Consultant in terms of the Contract for the Consultancy.
3. Members do further undertake to have the shareholding in the JV as follows:

Members do hereby undertake that a minimum of 51% equity in the JV shall be held by the Lead Member and a minimum of 20% equity by each of the other Members (whose experience has been utilized by the JV for selection for the Project in terms of the Bid Document) till the signing of the Contract for the Consultancy.

4. Members hereby undertake to have roles and responsibilities as described below:

(i) Lead member: _____ (name of the Lead Member)

Responsibilities: _____

Key Personnel Provided: 1. _____

2. _____

(ii) Other Member(s): _____ (name of the Member)

Responsibilities: _____

Key Personnel Provided: 1. _____

2. _____

(Note: Authorised Member shall be the Lead Member and shall have the power of attorney of all Members for conducting all business for and on behalf of the JV during the bidding process and after award of the Consultancy.)

5. Members do hereby undertake to be jointly and severally responsible for all obligations relating to the Consultancy in accordance with the terms and conditions of the Bid Documents till the execution of the Contract and thereafter jointly execute the Contract if the Consultancy is awarded to the JV.
6. Members do hereby undertake to participate in the tendering process only through this JV and not participate in any other JV constituted for this JV either directly or indirectly through any of their associates, so that a conflict of interest doesn't get created in terms of the Bid Document.
7. This Agreement shall be valid till the time JV gets the Consultancy awarded to it and executes the Contract jointly. However, in case of JV either doesn't get selected for the award of the Consultancy leading to return of the EMD by the Employer, the Agreement will stand dissolved on return the EMD by the Employer.

IN WITNESS WHEREOF WE THE MEMBERS ABOVE NAMED HAVE EXECUTED THIS AGREEMENT ON THIS _____ DAY OF _____ 2017

For _____ (Name of Lead Member)

(Signature)

(Name & Title)

For _____ (Name of Other Member(s))

(Signature)

(Name & Title)

Witnesses:

1.

2.

(Executants: To be executed by all the Members of the JV)

Notes:

- The mode of execution of the JV Agreement 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.
- Each JV Member should attach a copy of the extract of the charter documents and documents such as a resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and the authority to execute this Agreement on behalf of the JV Member.
- The document executed and issued overseas shall be got notarized in jurisdiction where it is being issued and also be legalized by the Indian Embassy of the issuing country. However, documents issued from countries that have signed the Hague legislation 1961 and also carrying a confirming apostle certificate is not required to be legalized by the Indian Embassy.

**FORMAT OF BANK GUARANTEE FOR MOBILISATION
ADVANCE**

(Sub-Clause 6.3.1 of Section 5)

Bank guarantee made on this Between
(hereinafter called “**the Bank**”) of the One Part and Dedicated Freight Corridor Corporation of India Limited. (hereinafter called “**the Employer**”) of the other Part.

WHEREAS Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for “.....” (hereinafter called “**the Consultant**”), having its registered office at

AND WHEREAS vide Clause 6.3.1 of Section -5 , General Conditions of Contract, Mobilization Advance up to ---% (--- percent) of the original contract value of Rs..... is payable to the consultant against Bank Guarantees, the consultant hereby applies for Mobilization Advance of --% (--- percent) amounting to Rs...../- (Rupees.....) of the Contract Price,

Now, we the undersigned, Bank of, being fully authorized to sign and to incur obligations for and on behalf of and in the name of Bank ofhereby declare that the said Bank will guarantee the Employer the full amount of Rs.-/- (Rupees.....) as stated above.

We, Bank of, do hereby unconditionally, irrevocably and without demur guarantee and undertake to pay the Employer immediately on demand any or all money payable by the consultant to the extent of Rs.-/(Rupees.....) without any demur, reservation, context, recourse or protest and/or without any reference to the consultant. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the consultant on any dispute pending before any court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

This guarantee is valid till

At any time during the period in which this guarantee still valid of the consultant fails to fulfil its obligation under the Contract, it is understood that the Bank will extend this guarantee under the same condition for the required time on demand by the Employer at the cost of the consultant.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of the Bank or of the consultant.

The neglect or forbearance of the Employer in enforcement of payment of any money, the payment whereof is intended to be hereby secured or the giving of time by the Employer for the payment hereof shall in no way relieve the Bank of their liability under this Deed.

The expressions "the Employer", "the Bank" and "the consultant" hereinbefore used shall include their respective successors and assigns.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs...../-
(Rupees.....)

this bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee).

In witness whereof we of the Bank have signed and sealed this Guarantee on theday of being herewith duly authorized.

For and on behalf of the Bank of.....

Signature of Authorized Bank Official

Name _____

Designation _____

Stamp/Seal of the bank _____

Signed, sealed and delivered for and on

Behalf of the bank by the above named

..... in the presence of

Witness 1
Signature _____

Name _____

Address _____

Witness 2
Signature _____

Name _____

Address _____

SECTION – 4

TERMS OF REFERENCE

CONTENTS

S. No.	Description
1	Introduction & Background
2	The Consultants
3	Objective of Consulting Services
4	Scope of Consultancy Services
5	Detailed Terms of Reference
6	Implementation Arrangements
7	Consultant's Organization & Staffing
8	Annexure -1 Safety aspects specified for execution of Works Contract
9	Annexure-2 Scope of Works' Specified for execution of Works Contract

TERMS OF REFERENCE

for

SERVICES TO BE PROVIDED BY PROJECT MANAGEMENT CONSULTANTS

1 Introduction & Background

1.1 These Terms of Reference (TOR) define the Services required from the Consultants to be engaged to assist Dedicated Freight Corridor Corporation of India Ltd.(DFCCIL) in implementation of the Project.

1.2 The Project is located in the State of Bihar and UP. The Project Management Consultancy Services are for execution of the works involved in **Design, Supply and Construction of Track, Signaling & Telecom works, Traction Power Supply, SCADA, OHE, General Electrical Works and Testing & Commissioning for double track electrified railway line from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.**

The Contracts for Design & Construction will be procured under national competitive bidding on Design & Build lump sum basis.

The works included in the contracts are to be carried out close to the running tracks and public utilities; therefore, safety of running trains and the public is paramount. The specified Safety and Security measures have been detailed in Annexure -1 to this Section. The Scope of the main works to be executed by the Works Contractors is detailed in Annexure– 2 of this Section. For complete details of these works contract along with corrigenda, the Bidding Document of the track works Contract may be referred which is available in office. The system contract shall also be on design build basis.

1.3 The scope of works described in Annexure 2 will be executed under Competitive Bidding and the tenders for the same have been invited/ being invited by the **Employer. Total two agencies, one for track work and one for System works including Railway electrification, General Electrical and Signaling and telecomm works will be engaged by DFCCIL. PMC for both these contracts is in the scope of work of the Consultant.**

1.5 These Terms of Reference (TOR) define the services required from the 'Consultants' who are to be engaged to assist Dedicated Freight Corridor Limited (DFCCIL) for Project Management Consultancy for the project work specified in Para 1.2 & 1.3 above.

1.0 **The Consultants:**

- 2.1 The Consultants shall be a firm registered or incorporated in India (see clause 1.2.2 of ITC).
- 2.2 The Consultants' team of key personnel will comprise of Project Manager, Resident Engineers and Experts in different disciplines, having requisite experience of similar type of works. The Consultant will have to deploy only personnel who have the specified relevant qualification and experience.

3.0 **Objective of Consulting Services:**

- 3.1 The objectives of obtaining the presently offered consulting services, are
 - a) to assist the Employer in implementation of the above mentioned Project, from the present stage of verification/establishment of reference points/data provided by the Employer, to the stage of successful completion of all the contemplated works of the Project through the Agency/Agencies employed for execution/Supply of materials, with the specified Safety and Security, testing and commissioning of the Project and handing over the completed Project to DFCCIL, duly ensuring safety at work sites, Safety of running trains, people, structures and properties adjacent to work sites, by proper verification/deployment/suggestion of methods and means in tune with contract conditions duly following the provisions of Share Holders Agreement, regulations, policies, procedures & guidelines, Railway's Rules, Regulations, procedures, Local Laws, Bye laws & Rules and Regulations, etc., within the specified time schedule, with the appropriate use of provisions in the works contract agreement, to achieve overall economy. This also includes the works like getting 'as built/completion' drawings prepared, preparation/ processing of the required applications and documents for obtaining the sanction of Commissioner of Railway Safety and Government Electrical Inspector and getting such required sanctions, exercising supervision on the execution of works, arranging for traffic blocks, where necessary, making measurement of works done for arranging payments to the concerned Agency/Agencies, effecting various recoveries statutory or otherwise from the running bills of the concerned Agency/Agencies, interaction and co-ordination with Railway Administration, and various Governmental/other Bodies/Agencies involved.
 - b) To ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the employer's requirements as detailed in the Design & Build Contract document, technical specifications and other contract documents within the stipulated time period.
 - c) In a nutshell the objectives of the consulting services are to assist the Employer to implement the Project in conformity with Railways' rules and regulations ; and codes Local laws, bye laws, regulations, rules etc.

3.2 The Consultants shall ensure:

- (i) That the Project is implemented up to the last detail for commencement of commercial operations by the DFCCIL administration and provide assistance to the Employer up to the end of 'Defect Liability Period' under the Contract. This may include coordination with Commissioner of Railways Safety (CRS) and Electrical Inspector of Govt. (E.I.G) in accordance with rules for opening of new railway lines.
- (ii) That the Contractor's are observing due diligence and prevailing standards in the performance of the assignment.
- (iii) Compliance of all rules of railways related to the execution of the project. Special care will be taken in imposing necessary speed restriction, caution, arranging necessary traffic blocks & OHE blocks, where necessary etc. in order to ensure safety at all times.
- (iv) Accuracy, quality of workmanship safety of the works being carried out by the contractors.
- (v) High standards of quality assurance in the execution of works;
- (vi) Completion of work in the prescribed time schedule
- (vii) That the Project Management Consultant's personnel are experienced in modern methods of contract management and construction supervision, ensuring professional construction supervision adhering to quality, target completion dates, compliance with the drawings, technical specifications and various requirements of the work's contract documents including safety;
- (viii) That the Project Management Consultant assists the Contractor and the Employer for the required coordination with the railway administration and any other agencies, till the assets are handed over to the DFCCIL for operation.
- (ix) The application of reasonable and consistent design requirements in construction.
- (x) Minimizing claims disputes and assist in resolving them.
- (xi) The works requiring prior CRS/EIG sanction shall only be taken after obtaining CRS/EIG sanction.
- (xii) Optimal utilization of resources/contractual provisions with a view to bring economy in execution.
- (xiii) Accurate measurement of work done for payment, record and verification.
- (xiv) Timely payments and recovery of advances, various securities and liabilities including statutory recoveries.
- (xv) Implementation of various Labour Rules, Regulations and welfare measures as per the rules in force and laid down provisions in the Agreement.

- (xvi) Assessment of material requirements to be arranged by contractor.
- (xvii) No variations, other than specifically permitted, shall be allowed to be executed.
- (xviii) Appraising the Employer through progressive reports mentioned in Para 5.8.
- (xix) All mandatory testing as per the codal provision and instructions, for Track, Signaling & Electrical (OHE/PSI/SCADA & General) works.
- (xx) All machinery and equipment purchased by the contractor, against which either he has availed excise duty/custom duty exemptions or purchased against advance released by DFCCIL, should be available at site and should not be allowed to be removed from site without prior written permission from the Employer.

4.0 Scope of Consultancy Services:

4.1 The status and the scope of works to be executed by the contractors under this Project are given in Annexure 2 of these Terms of Reference.

4.2 The scope of the consulting services includes but is not limited to the following:

4.2.1 Consultant's Role:

(i) The consultants will nominate a Project Manager to act as the Engineer's representative on site and deploy other personnel as per requirement of Employer for provision of services. The construction and completion period for the work's contract for which consultancy services are to be provided are as follows-

- a) For Design and construction of track – 24 months from the date of issue of notification of award plus 12 months of Defect Liability period**
- b) For system contract – 24 months from the date of issue of notification of award of contract plus 24 months Defect Liability period.**

4.2.2 The contract for the project management consultancy shall be up to the end of Defect Liability period. The consultant will act as the Engineer for the purpose of the works contract as specified in the same.

4.2.3 **Consultant's Authority:** The Consultant shall exercise such authority, in his capacity as the 'Engineer' defined in the construction contract documents subject to the Consultant having no authority for:

- (l) Amending the 'Contract' awarded to the Contractor of track work and system work .

- II) Agreeing or determining an extension of time and/or additional cost for any reason.
- III) Issue of Performance Certificate.
- IV) Approving a proposal for Variation submitted by the Contractor, Contractor Claims for extension of time and/or additional payment.
- V) Agreeing or determining a new rate/extra item.
- VI) Relieving the Contractor of his duties, responsibilities and obligations stated in their contract agreements.
- VII) Exercising authority for items other than those provided in these terms of reference and stipulated in the consultant's contract agreement.
- VIII) Exercising authority for items requiring Employer's prior consent as specified in respective DB contract.

Notwithstanding the obligations, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with provisions of construction contract.

In case the emergency mentioned in above Sub Paras occurs on account of failure of Contractor, by way of not adhering to the approved scheme of work or not taking adequate safety precautions or by any other reason attributable to the contractor, then no additional amounts shall be paid to the Contractor for attending to such emergencies and the Contractor shall be liable for Employer's claims".

4.2.4 Consultant's Responsibility:

The Project Management Consultant shall be responsible for the following:

- a) Review Project Management Plan within 30 days from the commencement of consultancy contract in the format specified by Consultant and/or Employer using Project Management Software as specified in the works contract.
- b) Developing systems and procedures to administer the construction contracts and ensure that the contractual requirements, with respect to both quality and quantity of work, are respected and the works are

constructed in accordance with the provisions of the construction contract. The consultant shall finalize these within 45 days from the commencement of the consultancy contract. This includes job related to proper accountal of the material both supplied by the contractor and the old released one.

- c) Maintaining copies of all reference documents, specifications, and drawings in a systematic manner in the office of the Project Manager and provide relevant documents forms and stationery to site supervision personnel.
- d) Mobilising the experts/engineers as per the requirement of Employer. The consultant shall provide competent staff in full complement.
- e) Making all engineering decisions required for the successful and timely implementation of the construction contract.
- f) The consultant shall arrange to train its Personnel who are deployed for the Management of the Project, from time to time, as may be required, for efficient Management.
- g) Project Planning, Project coordination, Project interfacing or linkages using Project Management Software as specified in the works contracts.
- h) Preparation and submission for Employer approval all those plans and documents which are required for the execution of the work.
- i) Expeditious completion of work to ensure the required time schedule
- j) Supervision of all construction work.
- k) Conflict management and Change Management.
- l) Making all necessary measurements and certify payments as per DFCCIL procedure order with latest amendment. In addition PMC is required to certify provisional interim payment of the contractor within 2 days after receiving statement & supporting documents from the contractor, and certify interim payment certificate after detailed check within 28 days after receiving statement & supporting documents from the contractor.
- m) One level of checking of various drawings, plans, designs, documents prepared by construction contractor before submission to employer for their approval. This will include carrying out required alterations in the drawings in the process of approval. This also includes arranging various drawings (prints or tracings, as a case may be) from employer for reference or for alterations/modification required for execution of the work. Approval of Employer to various plans, design, documents etc. shall be arranged by the Consultant.
- n) Ensure preparation of CRS/EIG applications and the related follow-up work in railways and CRS/EIG office.
- o) Ensuring compliance to all safety requirements while progressing the work.

- p) To propose a viable phase working plan for the work, if situation warrants.
- q) PMC will carry out consignee inspections, testing and acceptance test required for acceptance of work/equipment/goods/materials as per terms and condition of respective DB contract/as per instructions of DFCCIL and intimate DFCCIL/Contractor regarding test result conducted by PMC. PMC shall also evaluate the cross acceptance proposals and forward these to DFCCIL for further approval of the relevant authorities as per conditions of the respective two contracts
Note: 1. Any mandatory inspection as per RDSO guidelines at factory/ Firm's premises shall be done by RDSO/RITES/Employer/Other agency.
2. DFCCIL may also decide to carry out other inspections also by RDSO/RITES/Employer/Other agency.
- r) Ensuring consignee inspection, receipt of materials at site, accountal, (including materials procured through Supply contractors) and proper storage by Works Contractor.
- s) Project monitoring for the implementation of the Project up to commissioning of the project and during the defect liability period .
- t) Testing of complete signaling installation as per the various provision in the codes, manuals and Railways instructions and recording of complete testing data of the same to the client. The testing includes indoor testing like functional test, testing of panel with reference to approved locking table, square sheet, break test of circuits. Outdoor testing includes testing of points for obstructions, track circuits voltages, signals, axle counter, block working etc. to ensure safe working. During testing, consultant will liaison with Railway/DFCCIL for any correction/modification, if required in the Railways/DFCCIL approved drawing to ensure safety in Train operation.
- u) Preparation and submission of monthly and quarterly reports as per formats specified by the Consultant and/or Employer.
- v) Ensuring compliance of the works contractor to all relevant laws as specified in the works contract.
- w) Approving/recommending all designs and drawings in consonance with the role assigned to the Engineer in the Sub-Clause 3.1 of PCC/SCC of respective Works Contracts.
- x) Approving/recommending Documents and training plan and maintenance plan etc.

4.2.5 **Employer's duties and authority** will in principle comprise the following:

- i) To approve the Contractor's Detailed Design and Drawings as required in the Sub-Clause 3.1 of PCC/SCC of respective Works Contracts.
- ii) Payment of the Contractor's Bills.
- iii) Granting extension of time to the Contractor.
- iv) Ordering suspension of work.
- v) Instructing additional work and / or variations in items.
- vi) To supervise functioning of PMC and monitor services rendered by them

5.0 Detailed Terms of Reference:

5.1 Activities to be taken up by consultant before commencement of work by the works contractor

5.1.1 Consultant shall study the information provided by the Employer such as drawings, designs, reference points etc. He shall also study various rules, regulations, codes, practices etc., applicable to Railway working and rules, regulations and bye laws of state and central government as applicable to project under implementation including the agreement entered in to with the agency/agencies entrusted by the Employer for execution of works for project completion. He shall also study the conditions of the Bid document and detailed specifications to identify and decide:

- a) The Methods and The Means to be employed for execution of works.
- b) The detailed programme given by the works Contractor for implementing the various activities of the project including stage working, if any, for achieving the Employer defined mile stone progress during the execution of project leading to successful completion of all works under the project including putting the created assets to use.
- c) The requirement of men, machinery and material for the desired progress at different stages of project execution in advance, so that the project gets implemented without any hindrances as per the above mentioned programme.
- d) Scheduling and ensuring the availability of machinery and materials at site in consultation with the Employer and their proper utilization and accountal.
- e) Checking along with the works Contractor, the correctness or otherwise of the Employer provided reference points, data, drawings and take corrective action by way of modifying/rectifying/supplementing the available reference points/data/drawings and to remove any inconsistencies/redundancies/voids (gaps) in the execution plan/schemes for safe and economical execution of works.
- f) Planning for the various checks and supervisory/managerial functions to be performed in-house for the Project Management Consultancy, and providing competent, qualified and experienced staff including

support staff to ensure implementation of various obligations of the works contract.

- g) Planning for maintenance of Records to be kept e.g. checks to be carried for passing of materials/works at various stages, measurement of works/materials used, Accountal of materials etc.
- h) Planning for submitting various documents required for works requiring EIG/CRS's sanction, checking of Completion drawings, plans, work closed statements etc.

5.1.2 Review: The Consultant shall

- (i) Review the detailed construction drawings and the contract for the project work. The review shall identify any defects or omissions that compromise the completeness or consistency of the design including checking of design or affect the viability, accuracy or implementation of the construction contract.
- (ii) Review the adequacy of the contractor's quality management system and contractor's proposed personnel specified in the construction contract.
- (iii) Checking of designs/drawings as to functionality, general layout, adherence to specifications and provisions of relevant codes, constructability and construction impacts, maintainability and aesthetics;
- (iv) Approve drawings and specifications for construction including approval of design changes during progress of work. Drawings not included in the construction contractor's scope including those required for phase working shall be prepared by the consultant. He shall arrange approval of various drawings from concerned railway. Railway authorities as and when required. The drawings and design work has to be followed till the submission of as made (i.e. completion) drawings to DFCCIL.
- (v) Review proposals for S&T disconnections, block working, non-interlock working which require "Commissioner of Railways' Safety's" (CRS) approval/Electrical Inspector to Government (EIG) (wherever required), sanction/certification before the proposals are forwarded to CRS/EIG.
- (vi) Review arrangements during non-interlock working and ensure smooth progress of work and train operation with the required co-ordination with concerned Agencies.
- (vii) Liaison between various contractors, designers, such that the designs for these sub-systems, that in particular their civil works, such as ducting, pedestals, cabins, poles and supports will be integrated properly into the overall project works.
- (viii) Review proposal for acceptance by RDSO under the guidelines of cross acceptance for any equipment or system proposed by the contractor for execution of the work.

5.2 Quality Assurance: The Consultant shall:

- a) Prepare a Quality Assurance Manual, detailing the consultant's quality assurance/control procedures, to be submitted within 30 days of commencement of services.
- b) Assist the contractor to evolve a system of Quality Assurance for the works, including but not limited to, establishing testing frequencies and acceptance criteria for all materials and construction activities in accordance with the specifications. The system should specify the prescribed quality checks and their frequency to be performed, acceptable limits for each quality check and do's and don'ts for all important activities, in appropriate format acceptable to the Employer, so that the same can be provided to the concerned field officers responsible for supervision of respective items for ready reference.
- c) Ensure that the procurement of materials and equipment are from the authorised sources and are duly inspected by the nominated agencies.
- d) Inspect and approve all materials received at site proposed to be incorporated in works;
- e) Check concrete mix designs proposed by the contractors and approve/suggest modifications to the mix designs, laying methods, sampling, testing procedures and quality control measures to ensure the required standards and consistency in quality at the commencement of activities;
- f) Inspect the quality of the works with regard to workmanship, compliance with the specifications and all necessary testing required for acceptance of any item of work;
- g) Assess and check the laboratory and field tests carried out by the contractor, and carry out independent tests in the site laboratory, wherever necessary;
- h) Maintain records of all testing, including cross referencing to items of work to which each test refers and the location from which any samples were obtained for testing.
- i) Issue orders to the contractor to remove or make good any work which is found to be:
 - a) Not in accordance with the drawings.
 - b) Not in accordance with the specifications in terms of either work methods or materials specifications.
 - c) Covered prior to inspection for acceptance or after rejection as unacceptable.

5.3 Project Control:

- 5.3.1** The consultant shall monitor the project covering all aspects of the project but not limited to:

- Progress in accordance with schedules with the objective of taking remedial measures to ensure project completion date and costs.
- Critical Interface requirements particularly when different agencies are involved whether under different contracts or within the same contract for works.
- Cost Control
- Quality Control

5.3.2 The Consultant shall develop systems to professionally manage the project implementation. The system to include the physical and Financial Progress vis-à-vis program and forecast cash flow. Project Management Software, as mutually agreed with the Contractor and the Employer. The Program must identify the milestones, interface requirements and program reporting elements. The consultant shall supply a soft copy of program (macro) developed. The output shall be updated every month.

5.3.3 Project Management control to include cost, schedule, quality control, technical performance and reporting for the entire project, up to the end of the defect liability period of the contract.

5.3.4 The consultant shall take actions as may be necessary for expeditious completion within the contract period.

5.4 Construction Supervision:

5.4.1 The Consultant shall:

- (i) Ensure adequacy, stability and safety of all personnel and construction works being executed by the contractor during the construction, operation and maintenance up to the end of the defect liability period, including ensuring the safety of the running trains in the vicinity of the project site.
- (ii) Ensure that the works to be carried out on running lines are coordinated, planned meticulously and executed without exceeding the traffic and power block, ensuring that Railway operations are not disturbed by duly coordination with Railway authorities. He shall also ensure safety of workers, Railway assets, Rolling stock and Railway users.
- (iii) Conduct site visits to review progress in implementation, including physical progress, contractor performance, and adequacy of contractor's supervision.
- (iv) Assist the Employer for liaison and co-ordination with the relevant authorities to remove all obstacles and encumbrances from the project site, including utility relocation, if required.
- (v) Assist the Employer in coordination with different agencies and hold meetings for proper and timely implementation of the project.
- (vi) Assist the Employer in the proper monitoring of progress of the works through computer aided project management techniques.
- (vii) Check contractor setting out for conformance with the drawings.

- (viii) Maintain close liaison with State Electricity Board and other power utilities to ensure modification of overhead power lines, liaison with Division for S&T and electrical work modification.
- (ix) Prepare/issue modified drawings required for variation orders, or any other change, agreed by the Employer.
- (x) Approve contractor's proposed designs/drawings and documents for permanent & temporary works.
- (xi) Inspect at regular intervals the contractor's plant and facilities, including the workers' accommodation at site, to ensure conformity with the construction contract and all government/state regulations.
- (xii) Inspect the contractor's safety measures, including labour welfare, and immediately notify both the Employer and the contractor of any infringement or violation.
- (xiii) Maintain records, working/as-built/completion drawings, test data, details of variations, correspondence, and diaries in the formats approved/specified by the Employer.
- (xiv) Verify lines and levels to ensure works are being executed as per the approved drawings/layouts, alignments and levels.
- (xv) Check all hidden measurements through Project Manager/Resident Engineer which shall be recorded by Experts before covering the works.
- (xvi) Ensure that the materials used meet the specifications.
- (xvii) Ensure that the quality of workmanship and the temporary arrangements/structures made for carrying out the works meet the requirement of specifications and safety standards.
- (xviii) Ensure that the reinforcement provided is as per the approved drawings tied properly with cover blocks and chairs as required.
- (xix) Inspect the works or any part of the works, at substantial completion and advise the Employer and the contractor of any outstanding work, including defect, to be completed/remedied during the defect liability period.
- (xx) Inspect the works at appropriate intervals during the Defect Liability Period.
- (xxi) Ensure "as-built/completion" drawings, as true record of the works as constructed, are documented and kept in a systematic manner by the contractor.
- (xxii) Prepare an inventory of the completed works, in a format agreed with the Employer, for use by the maintaining authority.
- (xxiii) Maintain accountal of various materials and machinery as stated below.

- (xxiv) Maintaining material at site account for (a) all materials to be issued by the Employer free of cost, (b) all released materials till they are handed over to the DFCCIL/re-used.
- (xxv) Maintaining accounts of (a) material brought to the site by the Contractor for which secured advance has been paid and the use of such material; (b) other materials brought to the site by the Contractor for which part payments are arranged and the use of such material; (c) other materials brought to the site by the Contractor for which, no payment will be made till they are laid and use of such material for execution of works.
- (xxvi) Effective utilization of machinery made available by the Employer to the Contractor, either free of cost or otherwise,
- (xxvii) Submission of monthly statement of material consumed and material balance available to employer and review the consumption.

5.5 CONTRACT MANAGEMENT FRAMEWORK

A Contract Management Framework (CMF) will govern the execution of works. The main features of CMF are described below:

- i) To administer the contracts, the DFCCIL will be the Employer. There will be a Field Unit headed by the Chief Project Manager/Mughalsarai (CPM/MGS) The Field Unit will interact with the Consultants and Contractors and shall be reporting to the Group General Manager in Corporate office for Civil works, GM/Electrical/EC for Electrical work and GM/S&T/EC for Signaling and Telecommunication works at the Head Office. The payments for the consultancy works shall be released by CPM/MGS office.
- ii) The Chief Project Manager will have authority to give directions to the Supervision Consultant in all routine matters related to the contract management/administration which will include among other things application of correctives for any laxity in respect of slow progress and poor quality level of execution, examination of the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants.

The Chief Project Manager will examine invoices of both the consultant and contractors and make the eligible payments. Both the Chief Project Manager and Supervision Consultants shall interact with each other on regular basis and Chief Project Manager will make prompt decisions as required in routine technical and contractual matters. All communications/ directions at CPM level to the Supervision Consultants shall be made by Chief Project Managers except in the absence of Chief Project Manager, when such duties will be discharged by a technical officer of CPM like AGM/DGM/Manager duly authorized for this purpose.

- iii) The Project Management Consultant will be a part of the Contract Management Framework and will assist the Employer in all matters pertaining to contract management, as required.

- iv) The Employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Engineer for taking necessary action. The Employer or his representative may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Engineer and the Contractor. Chief Project Manager himself or through his designated officer will associate with the Team Leader of the Supervision Consultant in test checking of Quality Control tests as per the extant policy instructions of DFCCIL in vogue.
- v) The Engineer/Engineer's representative must satisfy himself before submitting a bill (payment certificate) to the Chief Project Manager for payment that the work or supply billed for has actually been carried out/completed in accordance with the terms and conditions of the contract. He should personally inspect all works of any magnitude before authorising final payments in connection therewith.
- vi) In addition to the above, certification of work by PMC shall be as follows -
 - a) 100% test check by PMC (Field Engineer)
 - b) 20% test check by Resident Engineer of PMC
 - c) 5% test check of every alternate IPC by Project Manager
- vii) The Chief Project Manager and/or his designated officers will carry out random test check of the measurements, including test checking of hidden items of the works (Hidden item is one, which is not exposed for measurement after completion such as earth work, foundation works of other structures, etc.). The test measurement shall be in the presence of the Project Manager/Resident Engineer or other authorized personnel of the Supervision Consultant, for verifying the veracity of the bills and for checking the quality of the works. In case the check measurement is carried out by the designated officer, the Chief Project Manager will countersign the check measurements. The test checks shall be as per the extant policy instructions of DFCCIL.
- viii) For the purpose of test check, "measurements" means the "corresponding monetary value of measurements of work done."

5.5.1 Conflict and change Management:

- 5.5.1.1 Any disputes with regard to works being executed by the contractors shall be resolved in the most amicable manner in accordance with the provisions of the contract.
- 5.5.1.2 The proposals for variations shall be processed in the shortest possible time duly coordinated with the Contractors and the Employer

5.6 Measurement and Payment:

5.6.1 The Consultant shall:

- i) Take measurements (including plotting of cross sections for earthwork) and keep measurement records, in measurement books issued to him by the Employer.
- ii) Issue interim certificates for progress payments.
- iii) Certify completion of part or all of the works.
- iv) Review and ensure continuity of the contractor's sureties in approved formats.
- v) Prepare quarterly cash flow projections for the Employer in a format acceptable to the Employer. Cash flows should identify budget estimates for all outstanding work.
- vi) Maintain records of all plant, labour and materials used in the construction of the works.
- vii) Check and agree the contractor materials ordering schedule.
- viii) Analyze claims submitted by the contractor and prepare a report for the Employer addressing the contractual basis, in terms of both technical and financial issues, for the claims and recommendations for a response to the contractor.
- ix) Assist the Employer in providing clarifications/explanations to the observations made from time to time by auditors.
- x) Co-operate and assist the Central Vigilance Commission and other organizations as instructed by the Employer in the event that the construction of the Project is subject to review.
- xi) Adhere to DFCCIL's procedure for measurement and payments, with latest amendments, and also adhering to provisions in specifications and Bill of Quantities/ milestones as detailed in the construction contract.

5.7 Project Completion:

5.7.1 The Consultant shall issue the relevant certificates as may be required in the construction contract documents.

5.7.2 Consultant shall be responsible to obtain all records of completion drawings and completion documents from the contractor and prepare completion estimates in accordance with provisions of relevant Codes. This shall be submitted within six months of issue of taking over certificate.

5.8 Reports:

5.8.1 The Consultant shall prepare and issue to the Employer six (6) copies of the following reports, the format and content of which are to be acceptable to the Employer:

- (i) An inception report (5 copies) in English shall be submitted by Consultant to DFCCIL within 21 days of commencement of the consultancy contract presenting an initial technical appreciation of the services requirement and identifying both the overall work plan and analytical steps to complete the work.
- (ii) Project Management Plan: Within 30 days of the commencement of consultancy contract.
- (iii) Systems and Procedures duly covering quality and safety plan: Within 45 days of commencement of consultancy contract of services along with necessary proformas, stationery for smooth functioning.

5.8.2 In addition to the above the Consultant shall provide the following reports in a format approved by the Employer.

- i) A daily report including significant events, if any, on the previous day. The report shall be sent by e-mail or fax the Employer's representative at site. This report will also include any event/happening which is likely to affect the progress, quality of work and safety. Weekly report shall be submitted to the Employer's head office and Employer's representative at site.
- ii) A brief monthly progress report to be submitted within 7 days of the end of each month. This report should include details on progress of checking of designs/drawings/approval of drawings and specifications for construction, deployment of technical and supervisory staff by the Contractor and progress of construction work with reference to the targets.

The report should also include:-

- a) List of approval sought and given.
- b) Measures aimed at course corrections – their requirement and their implications.
- c) Unresolved claims their genesis, justifications and recommendations on the same.
- iii) A detailed Quarterly Report, to be submitted within 14 days of the end of each quarter. Quarterly reports should include a description of project activities illustrated by progress/completion photographs, status of any delays and detailed plan to make up any shortfall or deficiency, status of contractual claims, and details of all latest financial projections;
- iv) A detailed Contract Completion Report with completion documents within 6 (six) months of completion and date of commissioning.
- v) Any other report as sought be the Employer from time to time.

6 Implementation Arrangements:

- 6.1 It is anticipated that the consulting services defined under this TOR are anticipated to commence as specified in Data Sheet in Section 2 hereof. The actual commencement date will be confirmed by DFCCIL and will be dependent upon progress towards the award of the construction contracts.
- 6.2 The period of services has been derived on the basis of the consulting services commencing in the same month as the commencement date of the Track works contract and extending 24 months into the Defect Liability Period

of System contract. However, neither the Commencement Date(s) nor the end of the Defect Liability Period shall be construed as necessary conditions of either commencement or completion of the consulting services.

6.3 Chief Project Manager, Mughalsarai nominated by the Employer, will be the Employer's Representative.

7 Consultant's Organization & Staffing

7.1 Organization:

7.1.1 The Employer's require the projects to be managed as given below:

- Project Manager
- Resident Engineer
- Experts (Discipline wise)
- Supervisors (discipline wise)
- Office Staff

7.2 Estimate of Personnel -

Sl.	Expert/Site Supervisors Team (By Designation)	Required Man month	Total Man months
(A)	Key Personnel/Professional		
1.	Project Manager (PM)	1x36	36
2.	Resident Engineer (RE) Civil-I	1x24	24
3.	Resident Engineer (RE) Civil-II	1x24	24
4.	Resident Engineer (RE) Electrical	1x36	36
5.	Resident Engineer (RE) S&T	1x36	36
6.	Track Design Expert	1x18	18
7.	Design Expert OHE	1x12	12
8.	Design Expert Traction Supply	1x12	12
9.	Signal Design Expert	1x27	27
10.	Design Expert (Train Management System)	1x3	3
(B)	Sub-key Personnel/ Professional		
1.	Track Construction Expert	1x24	24

Sl.	Expert/Site Supervisors Team (By Designation)	Required Man month	Total Man months
2.	Electrical Expert (OHE)	1x24	24
3.	Electrical Expert Traction Supply	1x24	24
4.	Signal Construction Expert	1x36	36
5.	Telecom Construction Expert	1x27	27
6.	Telecom Design Expert	1x27	27
7.	Electrical Expert Transmission	1x9	9
8.	Electrical Expert SCADA	1x15	15
9.	Contract Specialist	1x24	24
(C)	Field Engineer/Supervisors		
1.	Asstt. Expert Railway Operation and Safety	1x18	18
2.	Field Engineers Civil/P Way	4x18+2x24	120
3.	Signal Design Supervisor	1x24	24
4.	Field Engineers Signal	1x24+1x36+2 x8	76
5.	Field Engineers Telecom	1x24+1x36+1 x8	68
6.	Field Engineer Electrical General	1x12	12
7.	Field Engineer OHE	1x18+1x30	48
8.	Field Engineers Traction Supply	1x18+1x30	48
9.	Field Engineer SCADA	1x15	15
10.	Quantity Surveyor	1x18	18
11.	Quality Control Engineer	1x24	24
(D)	Office Staff Team:		

Sl.	Expert/Site Supervisors Team (By Designation)	Required Man month	Total Man months
1.	Office Manager/Project Accountant	1x30	30
2.	Computer Operator cum Stenographer	1x18+2x27	72
3.	Clerk cum Record cum Store Keeper	1x18+2x27	72
4.	CADD Operator	1x27	27

7.3 Consultants Key Personnel - Role & Responsibility:

7.3.1 While the role and responsibility of the personnel have to cover the provisions of the TOR, details of role responsibility for Project Manager are given below for the guidance of Consultants

Project Manager: Shall:

- a) Be the overall charge and control of the project contract.
- b) Be the nodal person for the Employer.
- c) Perform the role and responsibility envisaged for the consultant in these TOR and Contract agreement as a whole.
- d) Be the leader for contract management, contract administration (post award) which also includes site supervision, Quality Control in accordance with provision of these TOR.
- e) Comply with the instructions given by the Employer for proper execution of the project.

7.4 Facilities for the PMC Personnel:

- (a) The Consultant shall provide mobile phones for communications to all the personnel at his own cost. In case of failure of the Consultant to do so, the Employer may purchase and provide the same and recover double the cost incurred from the bills of Consultant.
- (b) The facilities to be provided to the PMC by the Contractor/Employer are specified in data sheet attachment 2 of Section 2.

Annexure 1 (Section 4)

Safety aspects specified for execution of Works Contract for which presently Project Management Consultancy Services are called for.

Employer's requirement regarding Safety aspects are stipulated in the Bid Documents for the work for

“Design, Supply and Construction of Track & Track related works including Testing & Commissioning for double track electrified railway line on Design Build Lump Sum Basis from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor.”

AND

“Design, Supply, Construction, Installation, of 2x25 kV Electrification, Signaling and Telecommunication and associated works including Testing and commissioning for double track electrified Railway line on Design Build Lump sum basis from Mughalsarai to New Sonnagar and Chirailapathu stations (excluding New Karwandiya – New Durgauti section) of Eastern Dedicated Freight corridor.”

1 Safety and Security

1.1 The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor/his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway/ Engineer/Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

1.2 Working near running line

1.2.1 The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works in parallel railway line and supply of ballast for new or existing rail line, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer for permission giving the type & number. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work/movement. The Railways/Employer/Engineer or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flag men & supervisor and will give written permission giving names of road vehicle drivers, contractor's flag men and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

- 1.2.2 Road vehicles can ply along the track after suitable cordoning off track with minimum distance of 6 metres from the centre of the nearest track. For working of machinery close to the running tracks or plying of road vehicles during night hours, the contractor shall apply to the Engineer in writing for permission, duly indicating the site details in a neat sketch and safety measures proposed to be taken. Subject to the approval of concerned Railway authorities/DFCCIL the Engineer or his authorised representative will communicate permission to the contractor/contractor's representative. The contractor and his men shall strictly adhere to the instructions given along with such permissions.
- 1.2.3 Nominated vehicles and drivers shall be utilized for work in the presence of at least one flag man and one supervisor certified for such work. In order to monitor the activities during night hours, additional staff may have to be posted based on the need of the individual site.
- 1.2.4 The Contractor' machinery, equipment and vehicles shall normally operate 6 m clear of track. Any movement/work at less than 6m and up to a minimum of 3.5m clear of track centre, shall be carried out only in the presence of a person (as defined in contract document for the works contracts) authorized by the Engineer. No part of the road vehicle shall be allowed at less than 3.5m from track centre. Procedure for working within 3.5 mtr from IR track shall be as per provision of contract conditions mentioned in track& system work contract.
- 1.2.5 The Contractor's machinery and equipment like Cranes, Flash Butt Welders, Ballasting machinery, Compactors, Track Laying Systems, OHE wire laying cranes etc., are required to operate close to the existing line carrying traffic. Contractor is fully responsible for operating these machinery without endangering the safety of the running line and traffic.
- 1.3 Safety Fencing:**
- a) Before commencing any work close to the running track, the Contractor shall provide safety fencing and obtain the specific permission of Engineer to commence the work in that stretch.
- b) The Contractor shall maintain the safety fencing in good working condition throughout the period till the work in a given stretch is completed. He can remove the fencing after getting the approval of Engineer. The fencing material will be the property of the Contractor. Serviceable materials obtained from the released fencing can be re-used for providing fencing in subsequent stretches.
- 1.4 Deleted**
- 1.5.** The work of Installation of Track, OHE and Signals has to be done adjacent to running IR traffic. The contractor shall ensure that the safety of the running lines and running traffic is not endangered, because of his work.
- 1.6.** Any traffic/traction blocks, temporary speed restrictions and caution orders required in this connection shall also be got sanctioned from the Railway authorities well in advance, through the Engineer. The contractor shall have to

schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay/inconvenience/loss on this account shall be entertained by the Employer.

- 1.7. The contractor shall provide at site at his own cost, all protection measures including exhibition and lighting of all Temporary Engineering Signals as per Railway rules, instructions and norms. All lights provided by the contractor shall be screened so as not to interfere with any signal light on the Railways or with any traffic or signal lights of any local or other authority.
- 1.9. The contractor remains fully responsible for ensuring safety. In case of any accident, the Contractor shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers.
- 1.10 Suitable barricading to forewarn road vehicle driver shall be provided by the contractor. The luminous tape, strung on bamboo or steel poles can be considered for such barricading. Barricading arrangement should be got approved by the Engineer.

1.11 Indemnity by Contractor

The Contractor shall indemnify and save harmless the Railway/Employer/Engineer from and against all actions, suit proceedings, losses, costs, damages, claims, and demands of every nature and description brought or recovered against the Railways/Employer/ Engineer by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

- 1.12. Damage to Railway Property or Life or Private Property The contractor shall be responsible for all risks to the works and for the trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives of persons or property of others from whatsoever cause in connection with the works until they are taken over by the Employer and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway/Employer/Engineer shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of Workmen's compensation act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid, by reason of any act, or any negligence or any omissions on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/Employer/Engineer may incur in reference thereto, shall be charged to the contractor. The Railway/Employer/Engineer shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the

propriety of any such payment, defence or compromise, and the incurring of any such expense shall not be called in question by the Contractor.

1.13. Safety of Public

- a) The Contractor shall be responsible to take all precautions to ensure the safety of the Public whether on Public or Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
- (b) The Contractor shall provide effective barricading around foundation pits, trenches, erection sites, demolition sites etc., to prevent accidents and injuries to the public. He shall erect barricading duly leaving safe passage for the movement of the public as per the directions of Engineer.
- (c) No payment will be made for providing such barricading and the rates quoted by the Contractor shall be inclusive of such safety measures.

1.14. Reporting of Accidents

The Contractor shall report to the Engineer details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer and the Employer immediately by the quickest available means.

1.15 Life-saving Appliances and First-aid Equipment:

The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer. The appliances and equipment shall be available for use at all time

1.15 Security Measures

- (a) Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements as specified and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.
- (b) Contractor's as well as Sub Contractor's employees and representatives shall wear helmets, gum boots and other safety/protection gadgets/ accessories provided by the Contractor.
- (c) All vehicles used by the contractor shall be clearly marked with the Contractor's name or identification mark.
- (d) The contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfil these obligations. The requirements of security measures shall include, but not be limited to, maintenance of Law and Order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the

works continuously throughout working and non-working periods including nights, Sundays and holidays, for the duration of the contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as proposed by contractor and approved by Engineer shall be provided.

- (e) No separate payment will be made for providing security measures and will be deemed to be included in the rates quoted by the contractor.

1.16 The above provisions are indicative, the work shall be done as per the detailed provisions given in contract document of respective contractors.

Scope of Works Specified for execution of Works Contract for which Project Management Consultancy Services are called for.

1.0 SCOPE OF WORK

1.1 The Employer's is in the process of engaging two agencies one for track works and other for System works as follows:-

(1) "Design, Supply and Construction of Track & Track related works including Testing & Commissioning for double track electrified railway line on Design Build Lump Sum Basis from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – New Durgauti Section) of Eastern Dedicated Freight Corridor."

AND

(2) "Design, Supply, Construction, Installation, of 2x25 kV Electrification, Signaling and Telecommunication and associated works including Testing and commissioning for double track electrified Railway line on Design Build Lump sum basis from Mughalsarai to New Sonnagar and Chirailapathu stations (excluding New Karwandiya – New Durgauti section) of Eastern Dedicated Freight corridor."

1.2 The tender for the track work 1.1(1) has already been called and is under process of finalisation. The tender for system works 1.1(2) is being called shortly.

1.3 The contemplated works as a part of above bid consists of but not limited to:-

- (i) Laying & Linking of Track.
- (ii) Design, Supply & installation of S&T equipments.
- (iii) Design, Supply & Erection of OHE, PSI including TSS/RSS, SCADA, General Electrical Works.
- (iv) Making and supply of 'As Built' drawings of all the assets created.
- (v) Integrated testing & commissioning.

1.4 Salient Engineering Feature of the project:

The salient engineering features of the section and standards are as under:-

SN	Description	Details
1	Route Length	Route Length : 69 Kms (Approx.) Track Length : 147.6 Kms (Approx.)
2	Formation	As per RDSO specifications GE-14.
	Bank width for Double line	13.5 m/14.5 m
	Bank width for Single line	7.6 m
	Slope Embankment	2:1 (H:V) (minimum)
3	Ruling Gradient	1:200 (compensated)

4	Steepest Gradient in yards	1:1200, 1:400 in exceptional cases with approval of DFCC
5	Curves	
	Maximum degree of curvature	2.5 Degree (700 metre Radius)
	Curve Compensation	@ 0.04% per degree of curvature
	Vertical Curves.	Shall be provided with Radius 4000 metre as per provision of IR P.Way Manual
6	Bridges loading Standards	As per DFC loading (32.5 T Axle load)
7	Track Centres	
	Between two tracks of DFC	6 m (minimum) / 6.25m bet. ML to LL in yards.
	Between Existing IR track and DFC	As per indicative Alignment Plan given in Reference Documents.
8	Moving Dimensions- Vertical Maximum Moving Dimension (MMD)	5.1m
9	Schedule of Dimensions	As per SSOD for EDFC
10	Important Bridge	1 No. (Approx. 3.06 Kms. long)
11	No. of Major Bridges	19 Nos.
12	No. of Minor Bridges	121 Nos.
13	Viaduct	1 No. (Approx. 1.9 Km. long)
14	Rail Flyover	2 Nos.
15	Yard and Junctions	As per Yard Plan
16	Track Structure	25 T axle loading as per IR standards
17	Gauge	1676 mm
18	Ballast	IRS GE-1 Specifications 350 mm Cushion on M/L 250 mm Cushion on other lines
19	Rails	Rails UIC 60Kg 90UTS IRS T12-2009

1.5 Scope of works for Track works :

The main scope of works in track works contract are :

Design, Supply and Construction of Track & Track related works including Testing & Commissioning for double track electrified railway line on Design Build Lump Sum Basis from Mughalsarai to New Sonnagar and Chirailapathu (excluding New Karwandiya – Durgauti Section) of Eastern Dedicated Freight Corridor.

1.5.1 The Track & Track related works on main line, yards, etc. shall be undertaken between following stretches :

(A). Mughalsarai to Durgauti:

Construction of UP and DN DFC Tracks between Mughalsarai to Durgauti. Following junctions/connections/additional track are to be

provided as per yard plan/part yard plan/connection plan given in the reference document:

- (i) DFC Tracks to be connected with Mughalsarai yard of IR at approx. Ch.120.05 near east cabin of Mughalsarai and upto the junction point of APL-2 (approx. Ch.119.55) with crossover in between DN DFC & UP DFC and another crossover in between UP line of IR and UP connecting line DFC at Ch.120.05 (Dead End of IR), along with a point insertion at Ch.119.422 for provision of APL-2 connection as per connection shown in yard plan,

Released steel material from dismantling of dead end/buffer will be staked at Mughalsarai as per direction of Engineer in charge of DFCCIL.

- (ii) At Ganjkhwaja station yard one loop will be connected from Ganjkhwaja dead end (approx. Ch. 115.00) to DN DFC main line at Ch. 112.95 (approx.) including one crossover in between Ch. 112.93 (approx.) to Ch. 112.82 (approx.) in between UP and DN DFC track and one overrun line of 120 metre takeoff point at Ch. 113.05 (approx.) as indicated in Yard Plan along with provision of connections shown with red lines.
- (iii) At Durgawati-UP DFC track to be connected with existing UP DFC track at approx. Ch.79.164 near Durgauti and DN DFC track will be connected with existing DN DFC track at approx. Ch. 79.408. However, the existing DN DFC track between Ch. 79.408 to 79.164 may be re-aligned as per design requirement.

This includes dismantling of dead end/buffer, over run line, Points & crossing on existing UP DFC track up to heel of crossing of Turnout on IR line.

Existing DN DFC line connecting DFC to IR has also to be dismantled from Ch. 79.408 to approx. Ch. 79.504 (heel of crossing of turnout on IR line).

Released track material from over run line will be utilized by contractor in new linking. Other released material such as buffer, points and crossing rails and sleeper, Derailing Switches etc. will be handed over to DFCCIL by contractor and will be stacked at suitable location as per direction Engineer and will be property of DFCCIL.

(B). New Karwandiya to New Sonnagar:

Construction of UP and DN DFC Tracks from New Karwandiya approx. UP Line approx. Ch.14.450 & DN line from approx. Ch.14.164 to New Sonnagar yard, construction of New Sonnagar Yard as per approved Yard Plan and connection of DFC tracks with IR tracks at approx. Ch. 8.415 (Heel of Crossing) and at approx. Ch. 8160 (heel of crossing)

near Bagahabishnupur as per approved plan to facilitate to & fro traffic movement.

This includes dismantling of existing UP DFC line connection from approx. Ch. 14.438 to approx. Ch. 14.143 i.e. upto heel of crossing of turnout in IR DN line and dismantling of DN DFC line connection from approx. Ch. 14.323 to approx. Ch. 13.983 i.e. upto heel of crossing of turnout in IR DN line at New Karwandiya. All released material have to be stacked and deposited to DFCCIL as per direction of Engineer at Site. This will be the property of DFCCIL.

N.B. – The above Chainages are with reference to HWH end abutment of DFC Sone Bridge as Ch. 0.00. New Karwandiya connection is at approx. Ch. 14.450 towards Mughalsarai from this reference point, however, New Sonnagar is in opposite direction towards Garwah from this reference point Ch. 0.00. Thus the approximate total length between New Karwandiya to New Sonnagar connection works out to $14.450 + 8.415 = 22.865$ Kms. (approx.).

(C). DFC Connection at Sonnagar (near DFC Sone Bridge HWH end approach) to Chirailapathu :

Construction of UP & DN DFC tracks taking off from approx. Ch. 0.100 (near Sone Bridge) to Chirailapathu yard with connections to IR track at Chirailapathu.

Following junctions/connections are to be provided as per yard plan given in the reference document :

- (i) Connection of UP & DN DFC track to be taken off from approx. Ch. 0.100 (near Son Bridge), fixing of turnout, derailing switches and construction of overrun line as per DFC connection Plan at Sonnagar to continue UP & DN DFC tracks towards Chirailapathu.
- (ii) DN DFC to be connected with IR line at approx. Ch. 7.225 (heel of Crossing of IR Turnout) and a crossover connection in between UP DFC and IR DN line in between approx. Ch.5130 and approx. Ch.5309 (heel of crossing of IR Turnout) to facilitate to & fro traffic movement between DFC and IR tracks at Chirailapathu as per yard plan.

Note :

1. The above chainage are with reference to HWH end abutment of DFC Sone bridge as 0.00.
2. In case of connection with IR and DFC, the scope of track work under this bid shall start from heel of crossings of turnouts on IR track connecting UP DFC and DN DFC. These are based on approved yard plans showing connection of DFC with Indian Railways.
3. Any work in existing IR yard or in IR main lines on account of DFCC is beyond the scope of this work.
4. If any work is executed by IR on DFCC which otherwise is within scope of the track works under this bid/contract will lead to negative variation.

1.5.2 Track Works:

The permanent works shall comprise of but not limited to the design, construction, manufacture, supply, installation, testing and commissioning of:

- a) Track on main line, yards, special location like level crossings, points and crossings, bridges, Rail Flyover, Viaducts, etc. complete including its connection with the heel of crossing of turnouts on existing IR track connecting UP DFC and DN DFC separately as per the plans approved by the Employer.
- b) Track super structure including but not limited to setting out, benchmarking, rail and sleepers with fastenings, turnouts, dead ends, expansion joints, track signage;
- c) Remodeling, fixing of CC blocks, check rails and fencing of Level Crossing Gates of Existing Indian Railways located on DFCC alignment. Fencing should be on all four sides of LCs as per plan approved by DFC and IR.
- d) DFCC Yard complexes including fencing,
- e) Wherever DFC alignment is passing through/ adjacent to Indian Railway yards a provision of a permanent continuous un-scalable but see-through fencing made up of steel section between Indian Railways and DFC tracks shall be made covering a length between outer most points and crossings only on one side between IR and DFC tracks. Such provision has to be made at all stations where DFC is passing adjacent to Indian Railway Yard. In case of Blockhut / flag station of IR, the length of such fencing shall be length of platform plus 50 m on each side of platform. Existing fencing if any, released from IR shall be handed over to IR at nominated location by the contractor.
- f) Any other activity connected with the construction of track commissioning.

1.5.3 Permanent Way

- "The Permanent Way layout for the Works shall generally be based on the provisions contained in Indian Railways Permanent Way Manual, Track Manual, LWR Manual & relevant IRS specifications with latest amendments/corrections.
- Permanent Way Work includes supply (except rails being free supply items ex Bhilai) and fixing of:
 - Rails, pre-stressed concrete sleepers (at all locations), elastic fastenings, GFN liners, turnouts (switches and crossing), track signages, dead end etc. on already completed ballast bed by existing civil (D&B) contractor.
 - Welding of rails into 130 mtr panel in stationary / temporary depot and then laying the track on carpeted bed of ballast by suitable mechanical equipments with Contractor's machines and equipments.
 - Spreading & profiling of ballast for boxing, multiple tamping of the track with employers machines so as to make the track fit for 100 kmph. However, the initial kaccha packing has to be done by the contractor's own track tampers (hand held/off track).
- Permanent work of entire geographical jurisdiction shall be completed in stages as detailed in PCC Sub Clause 8.2 'Time of Completion'.

1.5.4 Works in Station area and yards

Contractor shall validate the yard plans provided in the bidding document for crossing and junction stations. However, IR yard remodelling work, shifting of Points and crossing, insertion of turn out or any Civil work of IR yards is not a part of the scope of work of this contract.

Contractor shall Design, construct and provide on DFCC alignment - Yard complex with track, fencing, signages and any other facility as detailed in the Employer's Requirement. Contractor would be required to work with other Contractors in the DFC yards for signaling, electrification and other requirements.

1.5.5 Level Crossings

Contractor is required to do regrading of road approaches/road corrections if required, fixing of CC blocks in DFCC portion and in between nearest IR track and DFCC track, check rails and fencing (un-scalable but see through fencing) of Level Crossing Gates on either approaches of Existing Indian Railways located on DFC alignment as per provisions of IRPWM. However, diversion of road, road signage and height gauge are not the part of scope of work.

1.5.6 Temporary Work

The Contractor shall execute all Temporary Works required to facilitate construction and the cost thereof shall be included in the overall bid price. All temporary arrangements and Works shall be designed and necessary drawings developed to ensure that these remain safe during construction. As a rule temporary Works shall be subsequently dismantled and removed by the Contractor after construction at his own cost. The Engineer however may permit retention of some of the temporary works with mutual consent between the Contractor and the Engineer.

1.5.7 Incidental Works

In addition to above the Contractor shall undertake various incidental Works to complete the entire project successfully. The Contractor shall include cost of such incidental Works in his Bid price. Some of the incidental Works are listed below:

- (i) **Site Safety Compliance:** The Bidder shall submit as part of his bid a Site Safety Plan.
- (ii) **Quality Assurance:-**The Bidder shall submit as part of his bid a Quality Assurance Plan which shall include Quality Assurance procedures and regulations to be developed and the mechanism by which these will be implemented for ensuring Quality compliance as per the Employer's Requirements.
- (iii) **Interface Management:** - The Contractor for this Work shall also act as an Interface manager for the whole Works and shall bear the overall responsibility for Interface management with other Contractors and agencies. After award of Contract the Contractor shall submit an Interface Management Plan which shall include procedures and regulations to be developed and the mechanism by which Interfacing will be implemented as per the Employer's Requirements.
- (iv) **Integrated Testing and Commissioning:-** The Contractor for this Work shall be required to conduct Integrated test for the entire System in

coordination with other Contractors and agencies to meet the requirements as mentioned in the bidding documents.

- (v) Restoration of existing roads and services affected by contractor's machines /equipments has to be done by the contractor at his own cost. In case the management of traffic around the worksite becomes necessary, the Contractor shall carry out the same at his cost. The Engineer however, may at times request the Contractor to leave the temporary diversion of the road in place. All such requests by the Engineer shall be entertained by the Contractor.
- (vi) While working in close proximity of existing IR track, the Contractor shall obtain permission for Works with or without traffic block from concern Railway authority/interfacing agencies wherever applicable and DFCC shall assist in obtaining such permits. Extra precautions to be observed by the Contractor while working in close proximity of existing Indian railway track as listed in Employer's Requirements.
- (vii) Benchmarking, setting out, photography, videography, report submission, permanent markers like , signages, boards etc. As Built drawings, inspection books, registers for record & maintenance of track/ alignment etc. as specified in Employer's Requirements.
- (viii) The Contractor shall be responsible for obtaining relevant certificates or clearances from local/civil authorities' viz. completion certificate, fire clearance or any other mandatory clearances which may be specified by these authorities from time to time.

2.0 Track Design criteria

- (1) **Design Axle Load of 25** tonnes with train speed of up to 100 kmph and trailing load up to 15,000 tonnes. The track infrastructure will also comprise of providing crossing stations with loops of 750 m, level crossings, turn-outs, switch expansion joints, rail insulated joints, sidings. The yard plans for crossing stations shall be made showing the future provision for extension upto 1500m.
- (2) **The track** layout shall be based on the provisions contained in Indian Railways Permanent Way Manual, Track Manual & relevant IRS specifications with latest amendments/corrections upto the date of opening of bid.

A) Contractor's Obligations :

I. Validation of RDSO Drawings as stated above :

Contractor should validate the above drawings by making a test track of 3 rail lengths and checking the required track parameters under floating conditions as per IRPWM provisions. If any corrections are required in these drawings on account of checking of track parameters then the same should be done by the contractor in consultation with the employer.

II. Design :

For other items including but not limited to the following shall have to be designed by the contractor and submitted to the employer for its clearance by RDSO/Employer. It will be prime responsibility of the contractor to get the necessary clearance for these components. DFCC will extend all help in getting requisite clearance from RDSO as and if required.

- (i) The items requiring clearance from RDSO/DFCCIL are Design of :

- a) Canted Points and crossings with Thick web switch alongwith corresponding modification in PSC turnout sleeper sets.
 - b) Weldable CMS crossings
 - c) Any other component for completion of the work as required
- (ii) The RDSO/DFCCIL has already cleared the design of canted turnout in another project of DFCCIL. Alternatively, the contractor can also use these approved design/drawings duly fulfilling the requirements for the use of the same i.e. after obtaining the rights from the owner/developer of the same.
- (iii) Items requiring clearance of Engineer/Employer :
- (a) Design of Track alignment based on the formation alignment and location of yards given in the bid document. The designed alignment includes the design of Horizontal and vertical curves, transition curves.
 - (b) Preparation of LWR/CWR plans
 - (c) Any other item required for completion of the work like Design of un-scalable see-through fencing etc.

III) Other items:

- a) Validation of Yard layout

IV) General Information:

The alignment as shown in project sheets is to be considered only indicative and the Contractor is to acquaint and satisfy himself regarding the site conditions.

Interlocking of switches, earthing and bonding of electrical circuit arrangements in the track will be done by the Systems & other Contractor. The Contractor shall do necessary interfacing with the Systems & other Contractor so that there is no delay/ holdup.

2.1 Procurement of P-Way materials

2.1.1 Rails:

13/26m (**Length is indicative**) long Rails will be supplied to the contractor ex. Works Bhilai by the employer required for:

- construction of main line,
- turnout, Switch Assembly, Lead rails in turnouts, Check rails in turnouts
- additional rail required during flash butt welding*
- Insulated Glued Joints
- 52 Kg check rails for level crossings and
- 60Kg guard rails on bridges

The transportation for the same either through Railway wagons or by Road will be responsibility of the Contractor. For the information of the contractor to bring rails from Bhilai, the details of booking stations may be enquired from IR. However, Employer does not take any responsibility for change in booking stations.

* Extra Rail as per the extant provisions of flash butt welding manual will be supplied by the Employer to compensate the loss of Rails on account of Flash Butt Welding of joints.

* No extra rail will be supplied by the employer to compensate the loss of rails on account of rejection of joints beyond permissible limit as per Indian Railway Flash Butt Welding Manual. Additional rail required on

account of failure of FB joints beyond permissible limits will be procured by the employer at the cost of Contractor.

The scrap generated on account track laying/welding will be the property of the employer.

- 2.1.2 Check Rail for Level Crossings shall be supplied from suitable locations other than Bhilai by the Employer. The contractor should transport these rail to site.

2.1.3 **Sleepers (Main line/Turnouts/Special):**

Mainline & Turnout PSC sleepers shall be procured by the contractor through any RDSO approved sleeper manufacturer or by setting up of their own plant as per the existing guidelines of RDSO. In case of procurement of sleepers by setting up of the plant by the contractor himself DFCC may assist the contractor for RDSO inspection for clearance of the plant for mass production of sleepers.

For procurement of sleepers for 25T axle load from a particular plant, the contractor has to arrange RDSO approval for manufacture of the said sleepers. DFCC will provide necessary assistance by way of forwarding their letter to RDSO for giving necessary approval. However, inspection charges of the sleepers shall be borne by the Employer/DFCCIL.

2.1.4 **Other Components:**

Components Designed by RDSO – to be procured from RDSO approved vendor/manufacturers. If the vendor is not approved for that item then it can be procured from the RDSO approved vendors for similar items e.g. if approved vendors for GFN-66 (RT-8222 and 8223) is not available then it can be procured from RDSO approved vendors for standard GFN-66 (Liners).

Components designed by the Contractor:

From any other sources provided the equipment / item meets the technical requirements / acceptance criteria.

Note : The list of suppliers / vendors approved for various items are available at the website of RDSO (www.rdsogov.in). Procedures for registration of the new suppliers / vendors for railway equipments / items are also available at the website of RDSO.

2.2 **Laying of P-Way**

The contractor has to do the laying and linking of track with suitable equipments to achieve desired progress. Centre line of tracks shall be fixed/marked as per designed alignment of track. Civil works in this section is also in progress for which some of the bridge/earthwork construction take place simultaneously. This may lead discontinuity in the stretch of track laying. Therefore contractors may suitably plan to complete the maximum of track works leaving these discontinuities pending for completion in final phase. Sleepers shall be transported and stacked at appropriate locations along the alignment or at base depots / moving depots / temporary depots depending upon the method of track laying adopted by the contractor.

2.2.1 **Laying of Sleepers**

The laying of Sleeper shall be done in such a manner to ensure the proper spacing and squaring of Sleepers on the Ballast Bed. For this purpose the

contractor may use some small machines like Wheeled / Crawler mounted cranes/hydra attached with octopus sleeper spacing assembly or any suitable mechanical means to ensure proper spacing and squaring of the sleepers with all precautionary measures to avoid any damage of sleepers.

2.2.2 Laying of Rails

The rails brought to site shall be welded by flash butt welding machines in stationary / moving depots to make the rail panel of 130 metre or more. Stationery or moving depot for flash butt welding can be located at convenient locations (on spare land /formation) keeping in view the discontinuity in the alignment. These rail panels shall be placed on Sleepers with the help of suitable mechanical equipments with the help of rollers/suitable devices placed at appropriate spacing and fixed on sleepers with the help of rail threader or suitable mechanical device etc. Further rail panels shall be moved through wheeled devices like rail dolly, dip lorry or any suitable mechanical means and placed on sleepers by pulling with proper placement of rollers and taking other precautionary measures to avoid damage of rails and sleepers.

Rail panels, after laying in track, shall be welded to make Continuously Welded Rail (CWR) track for as much length as possible, for which the Contractor shall prepare the CWR plans for the approval of the Engineer in advance under design submission schedule in accordance with the design principles / provisions contained in LWR Manual.

2.2.3 Laying of turnouts :

The turnouts which includes switches, crossings, lead rails, etc. should be laid using suitable mechanical means to ensure proper spacing of the sleepers with all precautionary measures to avoid any damage of sleepers and rails as per design requirements.

2.3 Welding of Rails –

The rail panels, used for CWR track shall be of length not less than 130 metre. All rails joints shall be welded in stationery or moving depot using Flash Butt welding process. The rails panels of length 130mtr or more shall be welded together in-situ to make LWR/CWR panels as per the approved plans using mobile flash butt welding plant. USFD testing of all flash butt welded joints should simultaneously be done so that defective joints detected if any, are removed and welded with flash butt joints. In exceptional cases, panels of less than 130 metre can be permitted with the approval of Engineer. In exceptional cases of isolated welds, Alumino Thermic(AT) weld process may be used, with prior permission of the Employer.

2.3.1 USFD testing of welds

Contractor has to organise the USFD testing as per Indian Railway USFD manual of

- the welded joints in the welding depot

- Isolated welds on formation (for converting long welded rails {130 mtr}to continuous welded rails, lead rails on turnouts, SRJs, SEJs joints, glued joints, etc.)

2.3.2 Destressing of Track :

Destressing of track shall be done as per the provisions of LWR manual.

2.4 Testing Commissioning and Interfacing:

Contractor will have to take the overall responsibility for the testing and commissioning of his work and all interfacing issues with other contractors deployed by the Employer on the project.

2.5 Scope of Works for System Works

2.5.1 Scope of work S&T

The Employer is in the process of engaging agency for following System works :-

“Design, Construction, Supply, Installation, Testing and Commissioning of 2X25 kV Electrification, Signaling and Telecommunication and associated works including testing and commissioning for double track electrified Railway line on Design Build Lump sum basis from Mughalsarai to New Sonnagar and Chirailapathu station (excluding New Karwandiya to Durgawati section) of Eastern Dedicated Freight Corridor.”

The permanent Signaling and Telecommunication works shall comprise of but not limited to the design development from preliminary stage to detailed design, No Objection Certificates (NOC) and approval from relevant authorities, construction, supply, installation, testing and commissioning including provision of all associated and necessary training, documentation and spares, special tools, testing equipment, rectification and removal of defects during the Defect Liability Period for signaling and telecommunication systems and all its constituent sub-systems, equipment and components for the above section.

2.5.2 Signaling System

The Signaling System includes but not limited to the following components/subsystems:

- a) Electronic interlocking comprising of Station Interlocking, LC Gate Interlocking and Automatic Signal Interlocking with a robust OFC telecom network for signaling requirements with full Network protection against Node failure, Fibre failure and Optical Cable failure. Electronic interlocking shall be equipped with interface for local operation and shall be upgradable to Centralized Traffic Control at a future date.
- b) Electronic interlocking shall have inbuilt features of data logging of internal processes and external I/O.
- c) Train Management System (TMS) for entire section.
- d) Power operated interlocked Level crossing gates with approach warning and approach locking. Unified LC gate working for IR tracks and DFCCIL tracks.
- e) All track side signaling equipments including Multiple Aspect Colour Light Signals, point machines, signaling & telecom Cables etc.
- f) Interlocking arrangements for Canted Points and crossings with thick web switches.
- g) Integrated Power Supply with battery backup.
- h) Local and centralised monitoring of status of signaling gears using Data loggers.

- i) Lightning & Surge Protection and Protection of Signaling Systems against EMI from IR and DFC traction systems.
- j) Building and structure works under system contract at 4 stations and 30 Auto locations & 23 LC huts.
- k) Integration of Signaling and Telecommunication work under system contract of DGON-KWDN and CP-104/CP-203 with this contract.

2.5.3 Communication System:-

The Telecom Systems shall comprise but not limited to the following components/subsystems:-

- a) Optic fiber communication system
- b) Telephone system.
- c) VHF communication system.
- d) Direct line and emergency communication system.
- e) Master clock system
- f) 48V DC backup system.
- g) Spares, special tools and test equipment.
- h) Lightning & Surge Protection, Earthing of Telecom System/equipments.
- i) OCC work at Allahabad.
- j) Communication requirement for review surveillance of TSS/RSS at OCC.
- k) LC gate communication requirement.

2.6 Scope of Electrical Works

The Employer is in the process of engaging agency for following System works :-

“Design, Supply, Construction, Installation, of 2x25 kV Electrification, Signaling and Telecommunication and associated works including Testing and commissioning for double track electrified Railway line on Design Build Lump sum basis from Mughalsarai to New Sonnagar and Chirailpathu stations (excluding New Karwandiya – New Durgauti section) of Eastern Dedicated Freight corridor.”

- (1) All the works shall be carried out as per “Employer’s Requirements” of system contract. The details of the works required to be carried out is provided in the ensuing paragraphs.
- (2) The Contractor shall undertake the Design, construction, manufacture, supply, installation, testing and commissioning of Electrification (Henceforth, to mean comprising 2 x 25 kV Autotransformer Feed Type Traction Power Supply System (TPSS) and corresponding Traction Overhead Equipment (OHE)), SCADA and E&M Works of the double track railway system.

- (3) The design of all the work will be operationally compatible with the other sections of DFCCIL & Indian Railways (IR) sections connecting to the Project. All the Signaling & OHE works on IR stations in connection with junction arrangement to provide connectivity to the Project line shall be carried out by IR.
- (4) The Contractor shall be responsible for addressing design development from preliminary stage to detailed design including obtaining No Objection Certificate (NOC) and approval from relevant authorities, and construction interfaces with all other applicable railway systems of the Project and Indian Railways (Civil, Structures and Track, Signaling, Telecommunications, SCADA, OHE, Traction Power Supply and Traction Rolling Stock), and systems of public services, utilities and third parties, etc. which are located adjacent or parallel to the Project.
- (5) The Contractor shall undertake the rectification of defects and deficiencies appearing in the Permanent Works of this Contract during Defect Liability Period (DLP) of TWO year, in the manner and to the standards as stipulated by the Contract.

2.6.1 Electrification Works:

TRACTION POWER SUPPLY SYSTEM

- (a) **Design, supply, construction and commissioning of one Traction substation (TSS)/RSS including its buildings at which power is transformed from High Voltage 220kV to 132kV and 132 KV to railway traction voltage level (2x25 kV nominal) and distributed via outgoing feeders to the Overhead Equipment (OHE) System.**
- (b) **Design, supply, construction and commissioning of one sectioning and paralleling posts (SP) including its buildings and three sub-sectioning and paralleling posts (SSP) including its buildings, Outgoing feeders and traction return connections, between TSS and the OHE and between SP/SSP and the OHE.**

OVERHEAD EQUIPMENT SYSTEM

- (a) Design, supply, construction and commissioning of 2x25 kV Overhead Equipment system (OHE) for Traction power distribution including Earthing and Bonding arrangements.
- (b) Power Supply for Stations, Level Crossing gates, Signal Tele huts and Line Side Cabins through Aux. Transformers along with Automatic Changeover.

SCADA

- (a) The SCADA arrangement for the section is to be integrated/upgraded/modified with the existing SCADA arrangement of DGO-NKWD section and is to be commissioning at OCC Allahabad. Presently the SCADA arrangement of DGO-NKWD is at RCC/Mughalsarai and is likely to be commissioning shortly. Further SCADA system and protection system will cover RSS/New Durgauti LILO arrangement of transmission line (132kV) along with above details.

E&M Works

All the works shall be carried out as per “Employer’s Requirements/Performance Specifications” Part 2 Section VI. The Scope comprises design, manufacture, supply, installation, testing and commissioning of E & M works:

- (a) Design, supply, installation and commissioning of 11 kv Substation including all works related with obtaining supply from SEB to Railway Stations:
- (b) Other associated general power supply works like solar panels, DG sets, UPS etc.

Note-

- (i) The Contractor shall also be responsible for:

- a) Safety relating to all items designed for the construction process and the development of a system safety plan.
- b) Quality management, quality assurance accreditation, quality control methodology identified within a quality manual, which shall include methods of traceability, certification relating to testing and storage systems for retrieval and protection. The quality assurance programme shall be complaint to ISO 9001: 2008.
- c) The production of construction, maintenance and operation manuals, preparation of Station Working Rules (SWR), Gate Working Rules (GWR) & Commissioner of Railway Safety (CRS)/Electrical Inspector to Government of India(EIG) application.
- d) Supply of spares.
- e) Supply of all maintenance tools and testing equipments.
- f) Training of the Employer’s personnel

- (ii) **The above is not an exhaustive list covering all the works to be done under system contract. Major works only have been listed for guidance. The system work shall be done as per various provisions of system contract.**

2.7 INTERFACING AND INTEGRATION OF WORKS

2.7.1 DFCCIL has entered into the contract for Design & Construction of Formation including Blanketing, Major Bridges, Minor Bridges, RUBs, ROBs, Supply and spreading of ballast and other related infrastructural works from Chainage 14.108Km (Rly. Km 564) to Chainage 119.43 Km (Rly. Km 669) on Howrah Delhi Route (Approx. 105 Kms) for which the work between Karwandiya to Durgawati (Km 564 to Km 630 approx. 66 Kms) is in advance stage of completion. DFCCIL is also engaging the Contractor for track work and System works.

Hence interfacing for the purpose of integration of works between different Contractors is of very much importance so that progress of work is not hampered. Coordination between all agencies has to be ensured. Such interfacing for the purpose of integration of works will arise between the Contractor and his sub contractors also. This has to be kept in view.

2.7.2 It is the intention of the Employer that the overall interfacing, planning, scheduling, logistic administration inclusive of necessary logistic planning and all tasks that are necessary to guarantee proper co-ordination and proper interfacing of all activities during the complete execution of the works, is clearly understood and agreed to. Integrated programme shall set out in detail how the different contractors will work together in execution of the works. It shall also spell out the overall interfacing, planning, scheduling, logistic administration inclusive of necessary logistic planning and all tasks that are necessary to guarantee proper co-ordination and proper interfacing of the different activities by various agencies during the execution of the works. A master schedule incorporating the milestone of works completion by each contractor shall be included in the integrated programme to demonstrate the capability of all parties involved in the completion of the works. The essence of the integrated programme shall be that the contractors have both overall responsibility for the completeness and the timeliness of all the works and quality of the contractual works within the agreed time frame. Allowance need to be made by the contractors in their resources and pricing to ensure that proper co-ordination of the various items is incorporated in their contract.

2.7.3 The contractor shall strictly adhere to the work plan made for works requiring interfacing. Any delay either on his part or on the part of other agencies and other bottlenecks that could affect the pace of works shall be informed to the Engineer in time so as to enable him to take corrective steps.

2.7.4 If, in the opinion of Engineer, any delay in execution of any part of the Project requiring interfacing is attributable to the failures of the contractor to take adequate steps for smooth execution of such works, then the Engineer shall have the right to take necessary steps to organize and streamline such works, including excluding the requisite portion of work from the scope of the Contractor and getting the same executed by other agencies, at the risk and cost of the contractor.

2.8 Damages to property:

The contractor shall organize all his activities so as not to cause any damage to the property of Railway or that of other agencies or any third party. In spite of taking all precautions, in the unfortunate event of any damage to the property, then the contractor shall not only indemnify the Employer of the claims made by the affected parties but also settle the matters with the affected parties as per law. If the nature of damage is one of that affecting the train movements or causing a safety hazard to the public, then the situation will be treated as an emergency and the Engineer reserves the right to take all necessary steps as deemed necessary to restore train operations or to remove the hazardous situation or to mitigate the damage, at the risk and cost of the contractor.

2.9 Tentative scheduling of works under 2 contracts :

Period of completion –

- *Track Work – 24 months + 12 months defect liability period*
- *System works – 24 months + 24 months defect liability period.*

Note: The Scope of work for Track and System contracts given above are indicative. Details of works to be done will be as per respective Bid documents and PMC shall carry out supervision of all works envisaged in the Bid documents.

SECTION 5

**Form of agreement, General
Conditions of Contract**

CONTENTS

- Form of Agreement
1. General
 - 1.1 Definitions and Interpretation
 - 1.2 Relation between the Parties
 - 1.3 Rights and Obligations
 - 1.4 Governing law and jurisdiction
 - 1.5 Language
 - 1.6 Table of contents and headings
 - 1.7 Notices
 - 1.8 Location
 - 1.9 Authority of Member-in-charge
 - 1.10 Authorised representatives
 - 1.11 Taxes and duties
 2. Commencement, Completion and Termination of Agreement
 - 2.1 Effectiveness of Agreement
 - 2.2 Commencement of Services
 - 2.3 Termination of Agreement for failure to commence Services
 - 2.4 Expiration of Agreement
 - 2.5 Entire Agreement
 - 2.6 Modification of Agreement
 - 2.7 Force Majeure
 - 2.8 Suspension of Agreement
 - 2.9 Termination of Agreement
 3. Obligations of the Consultant
 - 3.1 General
 - 3.2 Conflict of Interest
 - 3.3 Confidentiality
 - 3.4 Liability of the Consultant
 - 3.5 Insurance to be taken out by the Consultant
 - 3.6 Accounting, inspection and auditing
 - 3.7 Consultant's actions requiring the Authority's prior approval
 - 3.8 Reporting obligations
 - 3.9 Documents prepared by the Consultant to be the property of the Authority
 - 3.10 Equipment and materials furnished by the Authority
 - 3.11 Providing access to the Project Office and Personnel
 - 3.12 Accuracy of Documents
 4. Consultant's Personnel and Sub-Consultant
 - 4.1 General
 - 4.2 Deployment of Personnel
 - 4.3 Approval of Personnel

- 4.4 Substitution of Key Personnel
- 4.5 Working hours, overtime, leave etc.
- 4.6 Team Leader
- 4.7 Sub-Consultants
- 5. Obligations of the Authority
 - 5.1 Assistance in clearances etc.
 - 5.2 Access to land and property
 - 5.3 Change in Applicable Law
 - 5.4 Payment
- 6. Payment to the Consultant
 - 6.1 Cost estimates and Agreement Value
 - 6.2 Currency of payment
 - 6.3 Mode of billing and payment
- 7. Liquidated damages and penalties
 - 7.1 Retention Money and Performance Guarantee/ Security
 - 7.2 Liquidated Damages
 - 7.3 Penalty for deficiency in Services
- 8. Defect Liability(Notification) Period
- 9. Fairness and Good Faith
 - 9.1 Good Faith
 - 9.2 Operation of the Contract
- 10. Settlement of Disputes
 - 10.1 Amicable settlement
 - 10.2 Dispute resolution
 - 10.3 Conciliation
 - 10.4 Arbitration

FORM OF AGREEMENT

Project Management Consultancy for _____
AGREEMENT No. _____

This Agreement (hereinafter called the "Contract") is made on the _____ day of the month of _____ 2***, between Dedicated Freight Corridor Corporation of India Ltd. (hereinafter called the "Employer" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the "Consultant" which expression shall include their respective successors and permitted assigns).

WHEREAS

(A) The Employer called Bids for Project Management Consultancy Services (hereinafter called the "Consultancy") for _____ (hereinafter called the "Project(s)");

(B) the Consultant submitted its offers for the aforesaid work, whereby the Consultant represented to the Employer that it had the required professional skills, and in the said offers the Consultant also agreed to provide the Services to the Employer on the terms and conditions as set forth in the BID Document and this Contract; and

(C) The Employer, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Acceptance No. _____ dated _____ (the "LOA"), which was accepted by the consultant vide its letter No _____ dated _____; and

(D) In pursuance of LOA and Consultant's acceptance thereto, the parties have agreed to enter into this Contract with effect from date _____.

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

1. The following documents along with all addenda issued thereto and attached hereto shall be deemed to form and be read and construed as integral part of this Contract and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:
 - (a) Schedules of Costs for Services (As per financial offer in Form – 10)
 - (b) Letter of Acceptance
 - (c) Terms of Reference
 - (d) The General Conditions of Contract (hereinafter called "GCC").
 - (e) Other Annexes of the Contract
 - (f) BID Document;
2. The Parties agree that the total value of the Consultancy (the "Contract Value") is Rs. _____ (Rs. _____) including all taxes but excluding Service tax and the total time for completing the Services under the Consultancy is _____ months.

3. The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the

Consultant:

President of India

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1

2.

GENERAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

(a) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;

(b) "City" means the town/city of New Delhi/Delhi;

(c) "Contract" means this Contract, together with all the Annexes;

(d) "Contract Value" shall have the meaning set forth in the Agreement;

(e) "Confidential Information" shall have the meaning set forth in Clause 3.3;

(f) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of Tender Document;

(g) "Dispute" shall have the meaning set forth in Clause 10.2.1;

(h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1;

(i) "Government" means the Government of India;

(j) "INR, Re. or Rs." means Indian Rupees;

(k) "Member", in case the Consultant consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities;

(m) "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;

(n) "Party" means the Employer or the Consultant, as the case may be, and Parties means both of them;

(o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in the Terms of Reference hereto;

(p) "Tender Document" or "Bid Document" means the tender / Bid document in response to which the Consultant's tender / Bid for providing Services was accepted; and

(q) "Third Party" means any person or entity other than the Government, the Employer or the Consultant.

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

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of the Employer and the Consultant shall be as set forth in the Contract; in particular:

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

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

1.4 Governing law and jurisdiction

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

1.5 Language

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

1.6 Table of contents and headings

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

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

(a) in the case of a notice meant for the Consultant, be given by fax and by letter delivered by courier, post or hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Employer;

(b) in the case the Consultant issues a notice to the Employer, it could be given by fax and by letter delivered by hand and be addressed to the Employer with a copy delivered to the Employer Representative set out below in Clause 1.10 or to such other person as the Employer may from time to time designate by notice to the Consultant; and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8 Location

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

1.9 Authority of Member-in-charge

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Authorised Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer.

1.10 Authorised Representatives

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

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

Chief Project Manager,
DFCCIL, Mughal Sarai.

1.10.3 The Consultant will designate the Project Manager, who is the Team Leader of the Consultancy Team as Consultant's Representative.

1.11 Taxes and duties

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

2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and be effective from the date specified in the Letter of Acceptance of this Contract (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within the period specified in either the Letter of Acceptance or the Notice to Proceed, unless otherwise agreed by the Parties.

2.3 Termination of Contract for failure to commence Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall expire when the Services have been completed, all payments due under this Contract have been made and a period of one month has elapsed after expiry of the Defect Liability(Notification) Period.

2.5 Entire Contract

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

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

2.6 Modification of Contract

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Contract

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

2.7.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During or any time after the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be reimbursed any costs incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension of Contract

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

2.9 Termination of Contract

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

(a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently granted in writing;

(b) the Consultant becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

(c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;

(d) the Consultant submits to the Employer a statement which has a material effect on the rights, obligations or interests of the Employer and which the Consultant knows to be false;

(e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;

(f) As the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(g) the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Contract or the Applicable Law. Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, the Retention Money and the Performance Guarantee shall be forfeited by the Employer.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 hereof, the Employer shall make the following payments to the Consultant (after offsetting

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

(i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;

(ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and

(iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel.

2.10 Supersession of the Consultant

In case a situation so arise, the Employer may supersede any or all of the instructions issued by the Consultant to the Contractor(s) during a particular period of time by issuing its own fresh instructions to the Contractor(s). Further the Employer may take over any or part of activities hitherto being carried out by the Consultant and this may cause removal of certain Personnel from the Project(s) by the Consultant. The Consultant shall not be entitled for any compensation over any of the actions of Employer specified under this Clause.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

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

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the "TOR") of this Contract. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

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

3.2 Conflict of Interest

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

- 3.2.2 Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 3.2.3 Prohibition of conflicting activities
- Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
 - (b) After the termination of this Contract, such other activities as may be specified in the Contract; or
 - (c) At any time, such other activities as have been specified in the Tender Document as Conflict of Interest.
- 3.2.4 Consultant not to benefit from commissions discounts, etc. The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any of its Personnel or agents, similarly shall not receive any such additional remuneration.
- 3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Contract, the Employer shall be entitled to terminate this Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract. In such an event, the Employer shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Employer towards, inter alia, time, cost and effort of the Employer, without prejudice to the Employer's any other rights or remedy hereunder or in law.
- 3.2.6 Without prejudice to the rights of the Employer under Clause 3.2.5 above and the other rights and remedies which the Employer may have under this Contract, if the Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this

Contract, the Consultant shall not be eligible to participate in any tender or Tender Document issued during a period of 2 (two) years from the date the Consultant is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

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

(a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;

(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Employer under this Contract;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant or its Personnel shall not, either during the term or within two years after the expiration or termination of this Contract, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Employer to the Consultant and its Personnel; any information provided by or relating to the Employer, its technology, technical processes, business affairs or finances or any information relating to the Employer's employees, officers or other professionals or suppliers,

customers, or contractors of the Employer; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("Confidential Information"), without the prior written consent of the Employer. Notwithstanding the aforesaid, the Consultant or its Personnel may disclose Confidential Information to the extent that such Confidential Information:

(i) was in the public domain prior to its delivery to the Consultant and its Personnel become a part of the public knowledge from a source other than the Consultant and its Personnel;

(ii) Was obtained from a third party with no known duty to maintain its confidentiality;

(iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the Employer, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

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

3.4.2 Consultant's liability towards the Employer

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Employer for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. The authority to decide and quantify the Consultant's liability in terms of this Clause shall rest with the Employer. However, this authority shall be exercised by an officer of rank not less than the Director of the Employer.

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

(i) For any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 6.1.2 of this Contract, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher. This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties

caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.4.4 Indemnity

The Consultant shall, subject to the provisions of the Contract, indemnify the Employer for any direct loss or damage that is caused due to any deficiency in the Services including any excess billing claimed by the Contractor and paid by the Employer either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel. The Consultant shall take out and maintain professional insurance at his own cost for the amount specified in Clause 3.5 towards this end. This shall be over and above the Retention Money and Performance Guarantee specified in Clause 7.1.

3.5 Insurance to be taken out by the Consultant

3.5.1(a) The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the DFCCIL, insurance against the risks, and for the coverage, as specified in the Agreement and in accordance with good industry practice.

- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the DFCCIL, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.
- c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the DFCCIL shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the DFCCIL.
- d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the DFCCIL as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the DFCCIL as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

- a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 7.5 crores.
- b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- c) Professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the Agreement value. In case of JV, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall,

(i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges), and

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

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

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

(a) Appointing such members of the Professional Personnel as are not listed in Form - 10 or

(b) Any other action that may be specified in this Contract.

3.8 Reporting obligations

The Consultant shall submit to the Employer the reports and documents specified in the Contract, in the form, in the numbers and within the time periods set forth therein.

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

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Employer, and the Consultant shall, not later than termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Contract.

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

3.10 Equipment and materials furnished by the Employer

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

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the Employer, and officials of the Employer; having authority from the Employer; is provided unrestricted access to the Project Office and to all Personnel during office hours. Employer's any such official shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.12. Accuracy of Documents

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

4 CONSULTANT'S PERSONNEL

4.1 General

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

4.2 Deployment of Personnel

4.2.1 The designations and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel and their respective Man Month rates are described in Form - 10 of this Contract.

4.2.3 The Employer may direct the Consultant to replace any Key Personnel at any time during the implementation of the Contract on the basis of non-satisfactory performance or otherwise and the Consultant shall have to replace the Key Personnel with equally or more competent and experienced personnel to the satisfaction of the Employer.

4.2.4 In the event that any of the personnel is found by the Employer to be incompetent, guilty of misbehaviour, or incapable in discharging the assigned responsibilities, the Employer may direct the Consultant, at the expense of

the Consultant, to forthwith provide a replacement with suitable qualifications and experience meeting with the minimum eligibility specified in the Contract and acceptable to the Employer. Each replacement for a Personnel at any time during the implementation of the contract, either on the request of the Employer pursuant to the provisions specified in the Clause or by the Consultant on its own, shall cause a deduction of 20% of the remuneration specified for the Personnel in the Contract at the time of such replacement till 12 months of the implementation of the Contract or six months of the deployment of the new Key Personnel, whichever is later.

4.2.5 Escalation in consultancy fees

Remuneration of employed personnel pursuant to rates set forth in the contract shall be adjusted every 18 months from date of commencement by increasing it by factor of Eight(8%) percent .

4.2.6 If additional work is required beyond the scope of services specified in the terms or reference and the variations in man months allowed as per Form -10 (Schedule of Personnel and Man month rates), the estimated period of man months of personnel and other costs set forth in the Annexes of the contract may be increased by agreement in writing between the Employer and the consultant, provided that total increase in payments under this contract shall not exceed the contract value by more than 25% excluding escalation.

4.3 Approval of Personnel

The Key Personnel listed in Form 5B of the Contract shall be approved by the Employer. No other Key Personnel shall be engaged without prior approval of the Employer. The list of Sub-Key personal and other staff shall be approved by the employer.

4.4 Substitution of Key Personnel

The Employer expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Employer will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such Key Personnel being provided in replacement shall be similar or better qualified and experienced personnel as compared to originally provided in the Contract, to the satisfaction of the Employer. Without prejudice to the foregoing, substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of second and subsequent substitution(s), for each substitution, further reduction shall be equal to 10% (ten per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Contract, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the man days of service set forth in Form - 10. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Employer, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Team Leader

The Project Manager shall be designated as the Team Leader of the Consultancy Team and he shall be responsible for the coordinated, timely and efficient functioning of all Personnel.

4.6.1 The Consultant shall deploy a minimum of 50% of the Key Personnel who are not retired Employer employees.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance in clearances etc.

Unless otherwise specified in the Contract, the Employer shall make best efforts to ensure that the DFCCIL shall:

(a) Provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant or its Personnel to perform the Services;

(b) Facilitate prompt clearance through customs of any equipment/article required to be imported for the Services; and

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

5.2 Access to land and property

The Employer assures that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this Contract, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two percent) of the Contract Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Contract Value.

5.4 Payment

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

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Contract Value

6.1.1 The Contract Value towards the cost of the Services shall be as specified in the recital of the Contract. Estimates of the cost of the Services and rates thereof payable to the Consultant is set forth in Form – 10.

6.1.2 Except as provided under Clause 4.2.5 and Form - 10 (Financial Offer) or as may be otherwise agreed under Clause 4.2.6 the payments under this Contract shall not exceed the Contract value.

6.2 Currency of payment

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

6.3 Mode of billing and payment

6.3.1 A Mobilisation Advance for an amount up to 5% (five percent) of the Contract Value at an interest rate of 4.5% per annum above the base rate of State Bank of India as effective on the date of approval of payment of mobilisation advance, compounded yearly, shall be paid to the Consultant on request. The mobilisation advance shall be against an irrevocable bank guarantee of value 110% of the mobilisation advance requested by the Consultant. The bank guarantee shall be from a Nationalised Bank of India or State Bank of India or Scheduled Bank of India, National Saving Certificates.

Deductions shall commence in the bills in which the total of all payments to the consultant (excluding the advance payment, and deduction and repayments of retention) exceeds 10% of the accepted contract amount.

Deductions shall be made at the amortisation rate of one quarter (25%) of the amount of each bill (excluding the advance payment, and deduction and repayments of retention) until such time as the advance payment has been repaid.

6.3.2 The Consultant shall be paid for the Services as per the Payment Schedule at Form – 10 of this Contract.

6.3.3 Payment for Personnel shall be made to the Consultant in the manner explained below:-

(i) The monthly payment shall be made @ 90% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In-Charge.

(ii) Balance 10% of the accepted man month rates shall be released on successful commissioning of the project as under:

a) Along with passing of the Final bill – 6%

b) During defect liability(Notification) period on quarterly basis-@ 0.5% for each quarter.

- 6.3.4 In case currency of the Contract is extended for reasons not attributable to the Performance of the Consultant, the remuneration per month in the extended period shall be made based on accepted man month rates and actual deployment of staff in the manner specified in Clause 6.3.3.
- 6.3.5 In case the Contract is extended due to reasons attributed to the Consultant, the payment per month in the extended period shall not be made; however, all Personnel as per deployment schedule shall continue to be provided by the Consultant. The part of the money held back earlier in terms of the Clause 6.3.3 will continue to be released based on actual financial progress of work. In case the Consultant fails to deploy any Personnel during such extended period the equivalent amount will be recovered from the Retention Money and/or the Performance Guarantee or any other sums due to the Consultant.
- 6.3.6 In case the Contract is completed ahead of schedule, then the part of the payment specified in Clause 6.3.3 (i) will be restricted up to the month in which the Contract is concluded.
- 6.3.7 In the event of fore-closure/termination of construction contract for supervision of which the Consultant has been appointed, no further payment beyond 30 days from the date of such fore-closure/termination of construction contract shall be made to the Consultant. In all such cases, further continuance of the Consultant's Contract would be determined by the Employer and the Employer's decision would be final.
- 6.3.8 Payments against travel on duty shall be made on reimbursement basis on submission of Statement of Expenses by the Consultant.
- 6.3.9 Remuneration for Personnel shall be determined on the basis of time spent by the Personnel in performance of the Services after the Effective Date as per accepted rates of the Contract. Unless otherwise specifically provided for in Contract, such rates shall be fixed for the duration of the Contract.
- 6.3.10 Remuneration for periods of less than one month shall be calculated on a calendar day basis for the time spent in the field for part of the month. The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Personnel's remuneration shall be deemed to cover these items. Any taking of leave by Personnel shall be subject to the prior approval of the Employer and the Consultant shall ensure that such absence will not delay the progress and adequate supervision of the Services. The period for which the Consultant's Personnel will be on leave shall not be charged on the bill and the bill must be accompanied with the attendance record for the period. The working hours of the personnel of the Consultant will have to be adjusted for proper supervision at all times when the work is in progress, without any over time, according to the requirement at site.
- 6.3.11 Consultant's Personnel can avail one day weekly rest and also National holidays declared at Employer's Headquarters office for which no deduction in their remuneration will be made. If required the Personnel shall stagger/defer such weekly rest or availing National Holiday during exigencies, so as to ensure uninterrupted progress of works. In such cases of determent, the weekly off coming during the period of absence may also be treated as permitted leave.

- 6.3.12 The final 6% part payment under the Clause 6.3.3(ii) (a) shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed to have been completed and finally accepted by the Employer and the final report and final statement shall be deemed to have been approved by the Employer as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Employer unless the Employer, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.
- 6.3.13 Any amount which the Employer has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Employer within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within 1 (one) year after receipt by the Employer of a final report and a final statement in accordance with Clause 6.3.12. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- 6.3.14 All payments under this Contract shall be made to the account of the Consultant as may be notified to the Employer by the Consultant.
- 6.3.15 The consultant shall submit their invoice/s to the Person/s authorized by the DFCCIL Representative for certifying and causing payment.

7. PERFORMANCE GUARANTEE, RETENTION MONEY, LIQUIDATED DAMAGES AND PENALTIES :

7.1 Retention Money and Performance Guarantee/ Security

- 7.1.1 Bid Security of the successful Consultant who is awarded the Consultancy shall be retained by the Employer as part of security for the due and faithful fulfilment of the Contract (towards the "Retention Money") by the Consultant. The amount of the Retention money shall be 5% of the Contract Value. The balance amount to make up the Retention money for this Consultancy will be recovered from the Consultant's running bills @ 10% deduction from each such bill. Further the Consultant shall deposit a performance guarantee (the "Performance Guarantee") for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Form – 8 of Contract prior to the time of execution of the Contract. The Performance Guarantee submitted in form of Bank Guarantee shall be have validity minimum upto 60 days beyond the defect liability (Notification) period. Retention money will be appropriated and Performance Guarantee will be encashed, partly or fully, against breach of this Contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The Consultant shall recoup the Performance Guarantee within one month of any encashment by the Employer. The Retention money and the Performance Guarantee shall be returned to the Consultant at the end of the Defect Liability (Notification) Period as specified in Clause 8 hereunder.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

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

7.2.2 Liquidated Damages for delay

In case of delay in commissioning of the Project leading to delay in completion of Services, due to reasons attributable to the PMC, liquidated damages not exceeding an amount equal to 0.05% (zero point zero five percent) of the Contract Value per day, subject to a maximum of 5% (five percent) of the Contract Value will be imposed on the consultant and shall be recovered by appropriation from the Retention money or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Liquidated Damages for Excess Billing to the Contractor (s):

In case of any excess billing to the Contractor(s), either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess billing shall be levied on the Consultant and shall be recovered by appropriation from the Retention money or otherwise.

7.2.4 Encashment and appropriation of Retention money and Performance Guarantee:

The Employer shall have the right to invoke and appropriate the Retention money and Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 7.2. In the event any portion of the Retention money is appropriated by Employers, then immediately following such appropriation, the Consultant shall replenish the Performance Guarantee within 1 (one) month of its appropriation, and in the event of default by the Consultant, Employers shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Employer, other penal actions including temporarily withholding of part payment from on account bills, penalty recoverable from on account bills, and debarring for a specified period may also be initiated as per policy of the Employer.

8. Defect Liability(Notification) Period

The defect liability period (the “Defect NotificationPeriod”) for the Consultancy shall be 24 months from the completion date of the works contract. The Consultant shall continue to be liable during the Defect Liability Period for any deficiency in Services rendered by it, any defect noticed in the works which is attributable to such deficiency in Services, or any excess payment made to the Contractor(s) due to improper check by the Consultant’s Personnel. The Consultant shall continue to assist the Employer during the Defect Liability Period, as and when need arises, on any matter related to the Project(s) that is incidental to the Services rendered by the Consultant.

Retention money and Performance Guarantee shall continue to remain with the Employer and the Professional Insurance taken by the Consultant for this Contract shall continue to remain applicable during the Defect Liability Period. The Retention Money and the Performance Guarantee shall be returned to the Consultant after expiry of the Defect Liability Period provided the Employer has no claim against the Consultant.

9. FAIRNESS AND GOOD FAITH

9.1 Good Faith

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

9.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

10. SETTLEMENT OF DISPUTES

10.1 Amicable settlement

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

10.2 Dispute resolution

10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

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

10.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Dispute Resolution Board appointed by Managing Director/ Director of DFCCIL for amicable settlement, and upon such reference, the Dispute Resolution Board shall meet no later than 21 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 21 days period or the Dispute is not amicably settled within 30 days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 10.4.

10.4 Arbitration

10.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation (Amendment) Act, 2015. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.

10.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made by MD /DFCCIL. The arbitration tribunal shall be selected from a arbitration panel of 5 Arbitrators provided by DFCCIL.

10.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 10.4 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Employer agree and undertake to carry out such Award without delay.

10.4.4 The Consultant and the Employer agree that an Award may be enforced against the Consultant and/or the Employer, as the case may be, and their respective assets wherever situated.

10.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

10.4.6 Arbitrator's fee and other admissible expenses shall be as per DFCC prescribed norms.
