



डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन

BID DOCUMENT FOR

DESIGN AND CONSTRUCTION OF CIVIL, STRUCTURES AND TRACK WORKS FOR DOUBLE LINE RAILWAY INVOLVING FORMATION IN EMBANKMENTS/CUTTINGS, BALLAST ON FORMATION, TRACK WORKS, BRIDGES, STRUCTURES, BUILDINGS INCLUDING TESTING AND COMMISSIONING ON DESIGN-BUILD LUMP SUM BASIS FOR BHAUPUR - KHURJA SECTION OF EASTERN DEDICATED FREIGHT CORRIDOR.

CIVIL, STRUCTURES AND TRACK WORKS CONTRACT PACKAGES

CONTRACT PACKAGES 101, 102 & 103

Issued on: 24.12.2011

Bid Document No.:
ICB No.: HQ/EN/DB/Bhaupur – Khurja

(Part-1)

Employer:

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

MINISTRY OF RAILWAYS

COUNTRY: INDIA

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PART 1

Bidding Procedures

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Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

- 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of Works as specified in Section VI, Employer's Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are **provided in the BDS**.
- 1.2 Unless otherwise stated, throughout this Bidding Document definitions and interpretations shall be as prescribed in the General Conditions, Section VII.
- 2.1 The Borrower or Recipient (hereinafter called "Borrower") **indicated in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development (hereinafter called "the Bank") toward the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the financing agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the funds.
- 2.3 The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders, Suppliers, Contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and

suppliers, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
 - (iii) “collusive practice” is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party⁴ or the property of the party to influence improperly the actions of a party;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to

¹ “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ “Party” refers to a participant in the procurement process or contract execution.

the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.2 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and
- (d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures^a, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated^b sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

3.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Bank.

^a A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.

^b A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Borrower.

Furthermore, Bidders shall be aware of the provision stated in the General Conditions (GC) - 15.2).

- 4. Eligible Bidders**
- 4.1 A Bidder may be a private entity or a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture, or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, or association:
- (a) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
 - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all partners constituting the Bidder, shall have a nationality of an eligible country, as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, January 2011, (hereinafter referred to as the Guidelines), in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a national or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or

- influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 13. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one bid. or
 - (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Works that are the subject of the bid.
 - (g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer or the Borrower as Engineer for the contract.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1 (d), or in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine.
- 4.5 Government-owned entities in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under the principles of commercial law, and (iii) are not dependent agencies of the Employer or the Borrower.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.
- 4.8 Firms shall be excluded if:
- (a) as a matter of law or official regulation, the Borrower's

country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. The materials and equipment components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

- 6.1 The Bidding Document consists of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Employer's Requirements

- Section VI. Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Appendix to Tender
- Section IX. Contract Forms

PART 4 Reference Documents

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

**7. Clarification of
Bidding
Document, Site
Visit, Pre-Bid
Meeting**

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than twenty-eight (28) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8, ITB 19.2 and ITB 35.2.

In addition a prospective Bidder pointing out any error/ discrepancy in Employer's Requirement shall contact the Employer in writing at the Employer's address indicated in the BDS. The Employer will respond to any such suggestion, provided that such request is received no later than twenty-eight (28) days prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the error/ discrepancy and accepted suggestion by the Employer but without identifying its source.

7.2 The Bidder is advised to visit and examine the site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the design and construction of Works. The costs of visiting the site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 19.2 and/or ITB 35.2
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an

accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

C1. First Stage Technical Proposals: Preparation

11. Documents Comprising the First Stage Technical Proposal

11.1 The first stage technical proposal submitted by the Bidder shall comprise the following:

- (a) Letter of First Stage Bid;
- (b) alternative technical proposals in accordance with ITB 13;
- (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 17.2;
- (d) documentary evidence established in accordance with ITB 14 that the materials, equipment and services offered by the Bidder in its bid or in any alternative bid are eligible;
- (e) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is accepted;
- (f) documentary evidence established in accordance with ITB 16 that the materials, equipment and services offered by the Bidder conform to the Bidding Document;
- (g) in the case of a technical proposal submitted by a JVA, JVA agreement, or letter of intent to enter into a JVA including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
- (h) list of subcontractors, in accordance with ITB 16.3; and
- (i) any other document **required in the BDS**.

First stage technical proposals are unpriced proposals and shall contain no prices or price schedules or other reference to rates and prices for completing the facilities. First stage technical proposals containing such price information will be rejected.

- 12. Letter of First Stage Bid and Attachments**
- 12.1 The Letter of First Stage Bid and any attachments shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.
- 13. Alternative Technical Proposals**
- 13.1 Bidders shall note that they are permitted to propose technical alternatives with their first stage technical proposals in addition to or in lieu of the requirements specified in the bidding documents, provided they can document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the bidding documents.
- 13.2 Any alternative technical proposal submitted by bidders as part of their first stage technical proposal will be the subject of clarification with the Bidder, pursuant to ITB 25.
- 14. Documents Establishing the Eligibility of Materials, Equipment and Services**
- 14.1 To establish the eligibility of the materials, equipment and services in accordance with ITB Clause 5, Bidders shall provide documentary evidence consisting of a statement on the country of origin of the materials, equipment and services offered.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
- 15.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 46.
- 16. Documents Establishing Conformity of the Materials, Equipment and Services**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work, methods, equipments, personnel, schedule and any other information as stipulated in Section IV, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 16.2 The documentary evidence of the conformity of the material, equipment and services with the bidding documents may be in the form of literature, drawings and data, and shall include:

a) Adequate evidence demonstrating the substantial responsiveness of the material, equipment and services to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its technical proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Specification.

16.3 For major items of supply or services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its technical proposal information establishing compliance with the requirements specified by the Employer for these items.

16.4 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any materials, equipment or services to be provided by the Subcontractor comply with the requirements of ITB 5 and 15.1.

**17. Format and
Signing of First
Stage Technical
Proposal**

17.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "FIRST STAGE TECHNICAL PROPOSAL - ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "FIRST STAGE TECHNICAL PROPOSAL - COPY" and, "FIRST STAGE TECHNICAL PROPOSAL - ALTERNATIVE - COPY" In the event of any discrepancy between the original and the copies, the original shall prevail.

17.2 The original and all copies of the first stage technical proposal shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the first stage technical proposal. The name and position held by each

person signing the authorization must be typed or printed below the signature. All pages of the first stage technical proposal where entries or amendments have been made shall be signed or initialed by the person signing the bid.

- 17.3 A bid submitted by a JVA shall be signed so as to be legally binding on all partners.
- 17.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

C2. First Stage Technical Proposals: Submission and Opening

18. Submission, Sealing and Marking of First Stage Technical Proposals

18.1 Bidders may always submit their first stage technical proposals by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their first stage technical proposals electronically.

- (a) Bidders submitting first stage technical proposals by mail or by hand, shall enclose the original and each copy of the technical proposal, including alternative technical proposals, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as “FIRST STAGE TECHNICAL PROPOSAL - ORIGINAL”, “FIRST STAGE TECHNICAL PROPOSAL - ALTERNATIVE” and “FIRST STAGE TECHNICAL PROPOSAL - COPY” and, “FIRST STAGE TECHNICAL PROPOSAL – ALTERNATIVE - COPY” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 21.2 and 21.3.
- (b) Bidders submitting first stage technical proposals electronically shall follow the electronic submission procedures **specified in the BDS**.

18.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 19.1;
- (c) bear the specific identification of this bidding process

indicated in accordance with ITB 1.1; and

(d) bear a warning not to open before the time and date for bid opening.

18.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the technical proposal.

19. Deadline for Submission of First Stage Technical Proposals

19.1 First stage technical proposals must be received by the Employer at the address and no later than the date and time **indicated in the BDS**. Any first stage technical proposal received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

19.2 The Employer may, at its discretion, extend the deadline for the submission of first stage technical proposals by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

20. Substitution and Modification of First Stage Technical Proposals

20.1 In case a Bidder wishes to substitute or modify its first stage technical proposal after it has been submitted and prior to the deadline for first stage technical proposal submission, it may do so by sending a written notice, as per ITB 19.1 and its substituted or modified first stage technical proposal will be opened as per ITB 21.

21. Opening of First Stage Technical Proposals by Employer

21.1 The Employer shall conduct the bid opening of the first stage technical proposals in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS**. Any specific procedures required if electronic bidding is permitted in accordance with ITB 18.1 shall be as **specified in the BDS**.

21.2 The names of all bidders who submitted first stage technical proposals will be read out, and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening.

21.3 The Employer shall prepare a record of the first stage technical proposal opening that shall include, as a minimum: the name of the Bidder, including any alternative bids. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the

record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted technical proposals in time, and posted online when electronic bidding is permitted.

C3. First Stage Technical Proposals: Evaluation

22. Determination of Responsiveness of First Stage Technical Proposals

22.1 The Employer will examine the first stage technical proposals to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non responsive or not meeting the minimum levels of the performance or other criteria specified in the bidding document will be rejected by the Employer and not included for further consideration. The Employer will also carry out a preliminary examination of any alternative bids submitted by bidders.

22.2 The Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial omissions in the first stage technical proposal related to documentation requirements. Failure of the Bidder to comply with the request may result in the rejection of its technical proposal.

23. Technical Evaluation of First Stage Technical Proposals

23.1 The Employer will carry out a detailed evaluation of the first stage technical proposals in order to determine whether the technical aspects are in compliance with the Bidding Document. In order to reach such a determination, the Employer will examine and compare the technical proposals on the basis of the information supplied by the bidders, taking into account overall completeness and compliance with the Employer's Requirements and the technical merits of alternatives offered;

- (a) overall completeness and compliance with the Employer's Requirements; the technical merits of alternatives offered; conformity of the Works offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III - Evaluation and Qualification Criteria; suitability of the Works offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;

- (b) Compliance with the time schedule called for in the corresponding Appendix to the Contract Agreement and any alternative time schedules offered by bidders, as evidenced by a milestone schedule provided in the technical proposal;
- (c) other relevant factors, if any, listed in Section III, Evaluation and Qualification Criteria; and
- (d) any deviations to the commercial and contractual provisions stipulated in the bidding documents

23.2 The Employer will also review complete alternative technical proposals, if any, offered by the Bidder, pursuant to ITB 13, to determine whether such alternatives may constitute an acceptable basis for a Second Stage bid to be submitted on its own merits.

24. Eligibility and Qualification of the Bidder

24.1 The Employer shall determine to its satisfaction whether Bidders determined as having submitted responsive First Stage Technical Proposals are eligible and meet the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

24.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15, and on any additional information which the Employer may request from the Bidder to support such evidence.

24.3 An affirmative determination will be a prerequisite for the Employer to invite the Bidder to a clarification meeting in accordance with ITB 25. A negative determination will result in rejection of the Bidder's first stage technical proposal.

24.4 The capabilities of the manufacturers and subcontractors proposed to be used by the Bidders for Employer-identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Should a manufacturer or subcontractor be determined to be unacceptable, if invited to submit a Second Stage Bid, the Bidder will be required to substitute an acceptable manufacturer or subcontractor.

D. Clarification of First Stage Technical Proposals

25. Clarification Procedures

25.1 The Employer may conduct clarification meetings with each or any Bidder to clarify any aspects of its First Stage technical proposal that require explanation and to review any Bidder's

proposed alternative solutions or reservations to the commercial or contractual provisions of the bidding documents. The Employer may also seek clarifications in writing.

- 25.2 The Employer may bring to the attention of the Bidder any amendments or changes which the Employer may require to be made to the First Stage technical proposal; however the Employer may not require amendments or changes at variance from the Employers' requirements unless the Employer intends to amend the Bidding Document in accordance with ITB 26.1(a).
- 25.3 The Employer will advise the Bidder of any deviations to the commercial or contractual provisions of the bidding documents in the First Stage technical proposal, that are unacceptable and that are to be withdrawn in the Second Stage bid.
- 25.4 The Employer will also advise the Bidder whether the proposed alternative technical proposal, if any, is acceptable, and will identify the degree (if any) to which such an alternative bid may be incorporated in the Bidder's Second Stage bid.
- 25.5 The Employer will issue a Memorandum titled "***Changes Required Pursuant to First Stage Evaluation,***" documenting the clarifications made in writing and/or in a meeting, if any, and including an Annex listing all decisions, and required amendments or changes resulting from the clarification of the First Stage technical proposal. The Memorandum will be communicated to the Bidder as part of the invitation to submit the Second Stage bid.

**26. Invitation to
Submit Second
Stage Bids**

- 26.1 At the end of the clarification process pursuant to ITB 25, conducted as necessary:
 - (a) the Employer may need to issue an amendment to the Bidding Document resulting from the First Stage evaluation and clarification process, with the objective of clarifying the requirements and improving competition without compromising essential project objectives and/or
 - (b) in regard to all bidders, the Employer will either:
 - (i) invite the Bidder to submit a final updated technical and a commercial Second Stage bid based on its

First Stage technical proposal taking into account the Bidding Document, if and as amended, and any other modifications as recorded in the Annex to the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation". Bidders will be allowed to submit only one Second Stage Bid, or

- (ii) notify the Bidder that its bid has been rejected on the grounds of being substantially non-responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the Bidding Document.

26.2 The deadline, for submission of Second Stage bids will be specified in the invitation to submit Second Stage bids, pursuant to ITB 35.1.

26.3 Bidders are not allowed to form JVA(s) with other bidders, nor change the partner or structure of the JVA if the Bidder in the First Stage was a JVA.

E1. Second Stage Bid Preparation

27. Documents Comprising the Bid

27.1 The Second Stage Bid submitted by the Bidder shall comprise the following:

- (a) Letter of Bid
- (b) Completed schedules as required, including Price Schedules, in accordance with ITB 28 and 29;
- (c) Bid Security, in accordance with ITB 32;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 33.2;
- (d) the updated first stage technical proposal, comprising any modifications required to the first stage technical proposal as recorded in the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation";
- (f) documentary evidence established in accordance with ITB 14 that any additional or varied materials, equipment and services offered by the Bidder, and not included in the first stage technical proposal, are eligible;
- (g) documentary evidence regarding any changes that may

have occurred between the time of submitting the First and Second Stage bids that have any material effect on the Bidder's eligibility and qualifications to perform the Contract.

- (h) documentary evidence establishing that any additional or varied facilities to be supplied and installed by the Bidder, in accordance with the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation", are technically acceptable. The documentary evidence of the conformity of the materials, equipment and services to the requirements of the Memorandum entitled "Changes Required Pursuant to First Stage Evaluation" may be in the form of literature, drawings and data. The functional guarantees of any additional or varied materials, equipment and services shall be stated in the applicable form in Section IV Bidding Forms.
- (i) If the Bidder proposes to engage any Subcontractors additional to or different from those named in its first stage technical proposal for major items of supply or services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- (j) other documentation and information which may be **specified in the BDS.**

28. Letter of Bid, and Schedules 28.1 The Bidder shall complete the Letter of Bid and Schedules, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

29. Bid Prices and Discounts 29.1 Unless otherwise **specified in the BDS**, bidders shall quote for the entire Works on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding

document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Works. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the Works and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

- 29.2 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules (under Terms and Procedures for Payment) included in Section IV, Bidding Forms.
- 29.3 The prices shall be either fixed or adjustable as **specified in the BDS.**
- 29.4 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.
- 29.5 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as steel, cement, labour, fuel & lubricants and machinery & machine tools in accordance with the procedures specified in the corresponding Appendix to Tender in Section VIII, Part 3 of the bid documents.
- 29.6 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.
- 29.7 Bidders wishing to offer any unconditional discount shall

specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.

29.8 **Unless otherwise specified in the BDS**, all duties, taxes and other levies payable by the Contractor under the contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid Price submitted by the Bidder.

30. Currencies of Bid and Payment

30.1 The currency (ies) of the bid and the currency (ies) of payments shall be, as **specified in the BDS**.

30.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

31. Period of Validity of Bids

31.1 Second Stage Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer pursuant to ITB 35.1. **A bid valid for a shorter period shall be rejected by the Employer as non responsive.**

31.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 32, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 31.3.

31.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

32. Bid Security

32.1 The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security as specified in the BDS, in original form and in the amount **specified in the BDS**.

32.2 A Bid-Securing Declaration shall use the form included in Section IV Bidding Forms.

- 32.3 If a bid security is specified pursuant to ITB 32.1, the bid security shall be a demand guarantee in any of the following forms, unless otherwise specified in the BDS, at the Bidder's option,:
- (a) an unconditional guarantee issued by a bank *or surety*;
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **indicated in the BDS**,
- from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 31.2.
- 32.4 If a bid security is specified pursuant to ITB 32.1, any bid not accompanied by a substantially responsive bid security or Bid-Securing Declaration shall be rejected by the Employer as non responsive.
- 32.5 If a bid security is specified pursuant to ITB 32.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 54.
- 32.6 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 32.7 The bid security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or

- (b) if the successful Bidder fails to:
- (i) sign the Contract in accordance with ITB 53; or
 - (ii) furnish a performance security in accordance with ITB 54.
- 32.8 The Bid Security or the Bid Securing Declaration of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been constituted into a legally enforceable JVA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.
- 32.9 If a Bid-Securing Declaration is executed in accordance with ITB 32.7, the Employer will declare the Bidder ineligible to be awarded a contract by the Employer for the period of time stated in the Form of Bid-Securing Declaration.
- 32.10 If a bid security is not required in the BDS, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 32.2, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 53; or furnish a performance security in accordance with ITB 54;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

33. Format and Signing of Second Stage Bid

- 33.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 27 and clearly mark it "SECOND STAGE BID - ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "SECOND STAGE BID - COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 33.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or

printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

33.3 A bid submitted by a JVA shall comply with the following requirements:

- (a) Unless not required in accordance with ITB 4.1 (a), be signed so as to be legally binding on all partners and
- (b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA.

33.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

E2. Second Stage Bids: Submission and Opening

34. Submission, Sealing and Marking of Second Stage Bids

34.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Procedures for submission, sealing and marking are as follows:

34.2 Bidders submitting bids by mail or by hand shall enclose the original and each copy of the Bid, in separate sealed envelopes, duly marking the envelopes as "SECOND STAGE BID - ORIGINAL", and "SECOND STAGE BID - COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 34.2 and 34.3.

34.3 Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.

34.4 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 35.1;
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

- 34.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 35. Deadline for Submission of Second Stage Bids**
- 35.1 Second Stage bids must be received by the Employer at the address and no later than the date and time indicated in the Letter of Invitation to submit Second Stage Bids.
- 35.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 36. Late Bids**
- 36.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 35. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 37. Withdrawal, Substitution, and Modification of Second Stage Bids**
- 37.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 33.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 33 and ITB 34 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "SECOND STAGE BID - WITHDRAWAL," "SECOND STAGE BID - SUBSTITUTION," "SECOND STAGE BID - MODIFICATION;" and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 35
- 37.2 Bids requested to be withdrawn in accordance with ITB 37.1 shall be returned unopened to the Bidders.
- 37.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Second Stage bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**38. Second Stage Bid
Opening**

- 38.1 The Employer shall conduct the Second Stage bid opening in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time specified in the Letter of Invitation to submit Second Stage Bids. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 34.1, shall be as **specified in the BDS.**
- 38.2 First, envelopes marked "SECOND STAGE BID - WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SECOND STAGE BID - SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "SECOND STAGE BID - MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.
- 38.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts, and indicating whether there is a modification; the presence or absence of a bid security or a Bid-Securing Declaration; and any other details as the Employer may consider appropriate. Only discounts read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 36.1.
- 38.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts; and the presence or absence of a bid security or a Bid-Securing Declaration. The Bidders' representatives who are present shall be requested to sign the record. The omission of

a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

E3. Second Stage Bids: Evaluation and Comparison

39. Confidentiality

39.1 Consistent with the requirements of transparency and intellectual property rights, in revising the Second Stage Technical Proposal, information contained in the Bidder's Technical Proposal reviewed in the first stage shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on contract award is communicated to all Bidders,.

39.2 Any attempt by a Bidder to influence the Employer in the evaluation of the first and second stage bids or Contract award decisions may result in the rejection of its bid.

39.3 Notwithstanding ITB 39.2, from the time of First Stage technical proposal opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

40. Clarification of Bids

40.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 44.1.

40.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

41. Deviations, Reservations, and Omissions

41.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the

requirements specified in the Bidding Document; and

- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

42. Determination of Responsiveness

42.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 27.

42.2 A substantially responsive bid is one that meets the requirements of the Bidding Document and has properly incorporated all modifications listed in the Memorandum entitled "*Changes Required Pursuant to First Stage Evaluation*", without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

42.3 A Second Stage bid containing technical or commercial alternatives not submitted as part of the first stage technical proposal will be treated as non responsive.

42.4 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

43. Nonmaterial Nonconformities

43.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

43.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify quantifiable nonmaterial nonconformities in the bid

related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

43.3 Provided that a bid is substantially responsive, the Employer shall rectify nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**44. Correction of
Arithmetical
Errors**

44.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

44.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

**45. Conversion to
Single Currency**

45.1 For evaluation and comparison purposes, the currency (ies) of the bid shall be converted into a single currency as **specified in the BDS.**

**46. Margin of
Preference**

46.1 No margin of domestic preference shall apply.

**47. Evaluation of
Second Stage
Bids**

47.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

Technical Evaluation

47.2 The Employer will carry out a detailed evaluation of the Second Stage bids not previously rejected to determine whether the technical aspects concerning the modifications to

the technically acceptable base or alternative bid detailed in the Memorandum entitled “Changes Required Pursuant to First Stage Evaluation”, pursuant to ITB 26.1, have been properly addressed and are substantially responsive to the requirements set forth in the Bidding Document.

Economic Evaluation

47.3 To evaluate a bid, the Employer shall consider the following:

- (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 44.1;
- (c) price adjustment due to discounts offered in accordance with ITB 29.6 and ITB 29.7;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 43.3;
- (e) converting the amount resulting from applying (a) to (d) above, if relevant, to a single currency in accordance with ITB 45; and
- (f) the evaluation factors, if any, indicated in Section III, Evaluation and Qualification Criteria.

47.4 If price adjustment is allowed in accordance with ITB 29.3, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

47.5 If this Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

48. Comparison of Bids

48.1 The Employer shall compare all substantially responsive bids in accordance with ITB 47.3 to determine the lowest evaluated bid.

49. Qualification of the Bidder

- 49.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid still meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 49.2 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 49.3 The participation of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder should be confirmed with a letter of intent between the parties, as needed. The capabilities of additional or different manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Should any additional or substitute manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.

50. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

- 50.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

51. Award Criteria

- 51.1 Subject to ITB 50.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

52. Notification of Award

- 52.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its

bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

52.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding, and shall publish in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

52.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

52.4 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 52.1, requests in writing the grounds on which its bid was not selected.

53. Signing of Contract

53.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

53.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

53.3 Notwithstanding ITB 53.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Employer, to the country of the Employer, or to the use of the materials, equipment and services to be supplied, where such export restrictions arise from trade regulations from a country supplying those materials, equipment and services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Employer and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the

materials , equipment and services under the terms of the Contract.

**54. Performance
Security**

- 54.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in CF-03, Section IX, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 54.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids is : HQ/EN/DB/Bhaupur-Khurja
ITB 1.1	The Employer is: Dedicated Freight Corridor Corporation of India Limited (DFCCIL) , A Government of India Enterprise .
ITB 1.1	<p>The name of the ICB is: Design and construction of civil, structures and track works for double line Railways involving formation in embankments / cuttings, ballast on formation, track works, bridges, structures, buildings including testing and commissioning on design-build lump sum basis for Bhaupur-Khurja section of Eastern Dedicated Freight Corridor</p> <p>The identification number of the ICB is: HQ/EN/DB/Bhaupur-Khurja</p> <p>The number and identification of lots (contracts) comprising this ICB is: This ICB comprises of 3 (three) lots (contracts) with following identification numbers :</p> <ol style="list-style-type: none"> 1. Contract 101 2. Contract 102 3. Contract 103 <p>Bidders can bid for the number of lots for which they have been prequalified by DFCCIL..</p>
ITB 2.1	The Borrower is: Ministry of Finance, Government of India
ITB 2.1	The name of the Project is: Eastern Dedicated Freight Corridor
B. Contents of Bidding Document	
ITB 7.1	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: Mr. Ajay Kumar</p> <p>Designation : Group General Manager / Procurement (EC)</p> <p>Street Address: Dedicated Freight Corridor Corporation of India Limited, Metro Station Building Complex, Pragati Maidan</p> <p>Floor/Room number: 5th Floor, Room No. 501</p> <p>City: New Delhi</p> <p>PIN Code: 110001</p> <p>Country: India</p> <p>Telephone: +91 11 23454720</p> <p>Facsimile number: + 91 11 23454701</p>

	Electronic mail address: ajaykumar@dfcc.co.in
ITB 7.2	Bidder shall refer clause 1.9 of General Conditions of Contract
ITB 7.4	A Pre-Bid meeting will take place at the following date, time and place: Date: 31.01.12 Time: 15 Hrs Place: Conference Room, 4th Floor, Dedicated Freight Corridor Corporation of India Limited, Metro Station Building Complex, Pragati Maidan, New Delhi - 110001
ITB 7.6	It is proposed to intimate minutes of pre-bid meeting through e-mail to all the bidders.
ITB 8.2	It is proposed to intimate addenda to bidding documents through e-mail to all the bidders.
ITB 10.1	The language of the bid is: English.
C1. First Stage Technical Proposals: Preparation	
ITB 11.1 (i)	The Bidder shall submit with its First Stage Technical Proposal the following documents: The bidder shall submit the documents as listed in Annexure I, section III- Qualification and Evaluation Criteria.
ITB 13.1	Bidders are permitted to propose technical alternatives with their First Stage Technical Proposals. Alternative Technical Proposals shall be examined as detailed in para 3 of Section III, Part 1 of Bidding Documents.
ITB 17.1	In addition to the original of the First Stage Technical Proposal, the number of copies is: 3(three) Hardbound. In addition, three soft copies (read only) of the bid shall be submitted.
ITB 17.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legally authorized power of attorney
C2. First Stage Technical Proposals: Submission and Opening	
ITB 18.1 & ITB 18.1 (b)	Bidders do not have the option of submitting their First Stage Technical Proposals and their Second Stage bids electronically.
ITB 19.1	For First Stage Technical Proposal, for submission purposes only , the Employer's address is : Attention: Mr. Ajay Kumar Designation : Group General Manager / Procurement (EC) Street Address: Dedicated Freight Corridor Corporation of India limited Metro Station Building Complex, Pragati Maidan Floor/Room number: 5 th Floor, Room No. 501 City: New Delhi PIN Code: 110001 Country: India

	<p>The deadline for submission of First Stage Technical Proposals is: Date: 15.03.12 Time: 15 Hrs</p>
ITB 21.1	<p>The opening of First Stage Technical Proposals shall take place at: Street Address: Dedicated Freight Corridor Corporation of India Limited, Metro Station Building Complex, Pragati Maidan Floor/Room number: 5th Floor, Board Room City: New Delhi PIN Code: 110001 Country: India Date: 15.03.12 Time: 15.30 Hrs</p>
ITB 21.1	Bidders do not have the option of submitting their First Stage Technical Proposals and their Second stage Bids electronically
E1. Second Stage Bid Preparation	
ITB 29.1	Bidders shall quote for the entire Works on a single responsibility basis and quote separate Prices for each lot or contract on which they wish to bid. The price shall be quoted as stated in the Price Schedules, Section IV, Part 1 of Bidding Documents.
ITB 29.3	The prices quoted by the Bidder shall be adjustable
ITB 29.8	<p>The total bid price quoted shall be on a "Delivered Duty Paid" (DDP) basis . The total bid price shall therefore, exclude :</p> <p>a) the customs duty and other import duties levied on the imported materials, equipment and services, b) the excise duty on the materials, equipment and services produced in the Employer's country</p> <p>The Employer has approached relevant authorities of the Government of India for exemption of customs duty and other import duties levied on the imported materials, equipment and services required as inputs for completion of the Works. In case, such exemption of customs duty and other import duties are not available, the same shall be reimbursed by the Employer on submission of documentary evidence for payment of the customs and other import duties on the imported materials, equipment and services required as inputs for completion of the Works.</p> <p>The materials, equipment and services to the projects funded by International Bank of Reconstruction and Development (IBRD) are eligible for deemed export benefits procured under ICB procedure. While quoting the total bid price, bidders may like to ascertain availability of deemed export benefits for materials, equipment and services produced in India required as inputs for completion of the Works. The certificates required for claim of deemed export benefits by the Contractor will be issued by the Employer. If the bidder has considered the deemed export benefits in its bid, the Employer will not be required to undertake any responsibilities of the scheme for deemed export</p>

	<p>benefits available during contract execution except issuing the certificates required for claim of deemed export benefits by the Contractor. Where such certificates are issued by the Employer, excise duty will not be reimbursed by the Employer separately. The Contractor shall solely be responsible for obtaining such deemed export benefits, and in case of failure to receive such benefits for any reasons whatsoever; the Employer will not compensate the Bidder.</p> <p>The excise duty on such materials, equipment and services produced in India required as inputs for completion of the Works, for which the deemed export benefits are not available and Employer has not issued the certificates required for claim of deemed export benefits, shall be reimbursed by the Employer on submission of documentary evidence for payment of the excise duty.</p>
ITB 30.1	<p>The currency(ies) of the bid and the payment currency (ies) shall be as described below:</p> <p>a) The prices shall be quoted by the Bidder entirely in Indian Rupees (the name of the currency of Employer's country) and further referred to as "the local currency". A Bidder expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country (referred to as "the foreign currency requirements") shall indicate in the Price Schedule 1.0, the percentage (s) of the Bid Price, needed by him for the payment of such foreign currency requirements, limited to no more than three foreign currencies.</p> <p>b) For the purpose of conversion of foreign currency to local currency the applicable exchange rate shall be as appearing on the web site – http://www.oanda.com/currency/historical-rates - on Base Date. In case the exchange rates are not available on this website then alternate web site http://www.xe.com/ict/ can be approached for the same date.</p> <p>c) In respect of procurement of goods and services from off shore sources Indian cost indices shall not apply. For procurement of goods and services from off shore sources applicable whole sale cost index for the relevant input of the respective country shall apply. In case a published index for such goods or services is not available the whole sale prices index of relevant category of the respective country shall be used.</p> <p>The rates of exchange as mentioned above shall apply for all payments under the Contract so that no exchange risk will be borne by the successful bidder.</p>
ITB 30.2	<p>Foreign currency requirements shall be indicated only in respect of those goods and services which the bidder expects to procure from off shore sources.</p>
ITB 31.1	<p>The bid validity period shall be 119 days.</p>
ITB 32.1	<p>Bid security shall be submitted with the Second stage bid and shall be <i>INR</i></p>

	<i>100 Million per lot.</i>
ITB 32.3	The bid security shall be an unconditional guarantee issued by a reputed bank from an Eligible country.
ITB 33.1	In addition to the original of the bid, the number of copies is: <u>3</u> (three), In addition, one soft copy (read only) of the bid shall be submitted.
ITB 33.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legally authorized power of attorney
E2. Second Stage Bids: Submission and Opening	
ITB 34.1, ITB 34.3 & ITB 38.1	Bidders will not have the option of submitting their bids electronically.
E3. Second Stage Bids: Evaluation and Comparison	
ITB 47.3 (a)	Provisional Sum and Contingencies under this Contract are NIL
ITB 47.5	As detailed in para 4 of in Section III, Evaluation and Qualification Criteria, Part 1 of Bidding Documents.
ITB 54.1	The Performance Security shall be an unconditional guarantee issued by a scheduled bank in India (included in the second schedule to Reserve Bank of India Act 1934) or the corresponding financial institution of foreign bank located in India. Bond is not acceptable as Performance Security.

Section III. Evaluation and Qualification Criteria

The purpose of this Section is to establish that the Bidder continues to meet the criteria used at the time of prequalification. It contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders in accordance with ITB 23, ITB 47 and ITB 49. The Bidder shall provide all the information requested in this section as well as in the forms included in Section IV, Bidding Forms.

First Stage Technical Proposals

1. Evaluation

The documents required for submission and evaluation of First Stage Technical Proposal are detailed in Annexure-I of this section. In addition, the following factors shall apply in proposal evaluation.

2. Qualification

2.1 Updation of Information

The Bidder and any subcontractors shall continue to meet the criteria used at the time of prequalification and shall give an undertaking to this effect. The Bidder shall fill up Form number ELI 1.1 and ELI 1.2 included in Section IV, Bidding Forms, Part 1 of Bidding Documents.

2.2 Financial Resources

Using Form No FIN 3.3 in Section IV, Bidding Forms, the Bidder must demonstrate meeting the cash-flow requirements as indicated in para 3.1 (b) of Section (III) - Eligibility and Qualification criteria of Prequalification Document issued on 5th April 2010 for this bid.

2.3 Personnel

The Bidder shall give an undertaking to arrange the following minimum no. of key personnel during the execution of work for each lot:

SN	Key Position	Minimum Qualifying Requirement		
		Total Work Experience (years)	In Similar Works Experience (years)	Minimum Education Qualification
1	Chief Project Manager	10	6	B.E. (Civil)
2.	Project Manager	8	5	B.E. (Civil)
3	Planning Engineer	07	03	B. Tech. or B.Sc. in IT (should be well conversant with Primavera-P6)
4	Chief Design Engineer*	5	03	B.E. (Civil) + M.E. in Structural Engg. having experience in Autocad
5	Contract Manager	05	03	B.E. Civil
6	Bridge Engineer	05	03	B.E. (Civil)
7	Railway Track Expert*	5	05	Diploma Certificate
8	Survey & Alignment Expert	05	03	Diploma in Civil Engg. + Expertise in Autocad

9	Quantity Surveyor & Estimator	05	03	Diploma in Civil Engg.
10	Quality Control Expert	05	03	Diploma in Civil Engg.
11	SHE Expert	05	03	Engineering Graduate with Diploma/ Specialization in Safety related field.

*Can be on Sub-contractor's team.

The Bidder shall provide details of the proposed personnel and their experience records in the Form number PER -1and PER - 2 included in Section IV, Bidding Forms.

2.4 Equipment

The Bidder shall demonstrate that it will have access to essential equipments/plants during the execution of Works. Capacity and number of machines shall be commensurate with the Works program submitted by the Bidder to enable him to finish the work in stipulated time. The Bidder shall provide ownership/renting/leasing/ arrangement details of proposed items of equipment using Form number EQU in Section IV of Bidding Document.

SN	Name of Equipment
A. EARTH WORK	
1.	Excavator with 2 cum bucket capacity
2.	Grader
3.	Dozer having long blade
4.	Trucks of 14 cum capacity
5.	Roller Pneumatic
6.	Testing Equipments for Earth Work
B. BRIDGES	
1.	Hydraulic boring rigs
2.	Hydraulic pile driving rig

3.	Concrete Batching Plant (One with steam curing facility)
4.	Laboratory testing equipment geotechnical & concrete
C. TRACK	
1.	Track laying train (rails & sleepers)
2.	Utility Track vehicle/suitable motive power
3.	Flash Butt Welding Plant
4.	Ballast Regulator
5	Dynamic Track Stabilizer
6	Multipurpose Tampers (MPT) with provision of tamping plain track and track on turnouts

List of Equipment /Plants is indicated and not exhaustive.

2.5 Subcontractors and Suppliers

Subcontractors for major items of supply or services identified in the prequalification document must continue to meet the minimum criteria specified therein for each item.

The Bidder shall demonstrate in its proposal clearly the work and value of that work to be carried out by its main subcontractors, including its proposed designer if the Design is not to be carried out in-house.

Where the Bidder intends to utilize materials and equipment procured from suppliers, it should outline such materials and equipment to be procured, in Form number SUP, provided in Section IV.

In the case of a Bidder who offers to supply and/or install plant and equipment/ component/ software under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall provide the manufacturer's authorization, using the Form CU provided in Section IV, Part I showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5.

3. Alternative Technical Proposals

- 3.1 The Employer's Requirement included as a part of the bidding document for this Work generally conforms to the Indian Railways System (IRS) Specifications. However, Bidders are encouraged to propose proven technical alternatives (technology and/or design) for selected items with their First Stage Technical

Proposals, in addition to or in lieu of the requirements specified in the bidding documents, provided they can document that the proposed technical alternatives are proven in other rail systems elsewhere (in organized railways having a minimum axle load of 25 tons) and are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the bidding documents.

- 3.2 The items for which, the Bidders are encouraged to propose technical alternatives, are as under:
- a. Bearings for Bridge Girders
 - b. Switch Expansion Joints
 - c. Single Shot Crucible Welding
 - d. Pre-Stressed Concrete Sleepers
 - e. Movable nose crossings
 - f. Fittings
 - g. Fastenings
 - h. Formation

The Employer desires that the type of fittings, fastenings and sleeper shall be uniform for the whole stretch in the section Bhaupur to Khurja and may amend the Bidding Documents accordingly, after the First Stage Evaluation has been completed and prior to inviting Second Stage Bids.

- 3.3 The Employer, at its discretion, would review these proposed technical alternatives to consider those bringing economical and technical benefits, besides the practical feasibility of implementing these in the field. In order to respect the confidentiality of the Bidders' technical alternative proposals, no proposals and no Bidder-specific communications concerning them will be shared with other Bidders. However, the Employer may issue addenda to the Bidding Documents disclosing to all prequalified Bidders that certain technical alternatives would constitute an acceptable basis for the Bidders' Second Stage Bids.
- 3.4 Product/technology proposed by the Bidder should have been successfully used over a period of at least 5 (five) years over a railways system having traffic density and pattern similar to the projected traffic over DFCC. Proven Design on a minimum axle load of 25 tons, on any gauge, shall serve this purpose.

As a part of Alternative Technical Proposal, the Bidder shall submit the following information for each product/technology, the Bidder desires to introduce on the Project.

1. Brief description with site photographs
2. Current manufacturer's - name and address
3. Details of Railways system over which it is being used
4. Test reports under lab conditions as applicable.
5. Test reports under train running conditions as applicable.
6. Performance Certificate of the user Railway covering all operating parameters.

7. Statement concerning copyright ownership and ease of transfer of technology, submission of Copyright undertaking form CU, as attached in Bidding Forms
8. Statement concerning simplicity in operation and maintenance relative to DFCC/ Indian Railways
9. Statement concerning maintainability/ serviceability of the product on long term basis
10. Statement concerning availability of spare parts/ replacement
11. Cost benefit analysis of the alternative product/ technology vis-à-vis the product/ technology in Employer's Requirement, in relation to the execution of the Works.

4. Second Stage Bid

4.1. Evaluation

The evaluation of the Second Stage bid shall be carried out in accordance with the provisions of ITB 47. Bidders shall submit Second Stage Bid as per the Form - LOB –SS Bidding Forms-Section IV.

4.2. Evaluation of non-material non conformities as per ITB 43.3

Non material non conformities related to the Bid Price will be evaluated considering price implication for the same based upon current market rate/ rate analysis. Decision of employer regarding evaluation of non material non conformities shall be final and binding on the bidder.

4.3 Evaluation of bid prices for different lots

These Bidding documents allow Bidders to quote separate prices for different lots (contracts), as per ITB 47.5 and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated bid of the lot (contract) combinations, including any discounts offered in the Letter of Bid, shall be as follows:

Substantially responsive bids shall be evaluated so as to determine the bid or combination of bids offering the lowest evaluated cost to the Employer, provided that a Bidder will only be awarded the number of lots (contracts) for which the Bidder has been prequalified.

4.4 Time Schedule for Completion of Works:

The designated period for the completion and taking over the entire Works shall be 1, 500 (one thousand five hundred) calendar days from the Commencement Date, as indicated with further details in Para 8.2, Appendix to Tender, Part 3, Section VIII of these Bidding Documents. Bidders shall confirm that their First Stage Technical Proposals and subsequently, their Second Stage Bids are based on this Time Schedule for Completion. No credit of any kind will be given in the evaluation of Technical Proposals and Second Stage Bids to a Proposal and/ or a Bid offering to complete the Works earlier than this designated period. However, Technical Proposals and Second Stage Bids offering to complete the Works later than this designated period shall be rejected by the Employer.

Annexure- I

Documents Required For Bid Submission and Evaluation of First Stage Technical Proposal

1 Type of Contract

First Stage Technical Proposals, followed by Second Stage Bids, are being invited for a Lump-Sum Contract for Design and Construction, based on the Employer's Requirements and Concept Design. The detailed design of all components of the freight railway will be carried out by the Contractor based on the technical standards and specifications prescribed in "DESIGN STANDARDS", Appendix 16, Vol 6, Part 2- Employers' Requirement; construction will be based on the "Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works Designed by the Contractor" First Edition 1999 published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC).

2 Documents Required for First Stage Technical Proposal

The First Stage Technical Proposal will comprise of the following documents in addition to the documents required as per Clause ITB 11:

2.1 General Submittal

- 1) Bidder information (Form ELI 1.1 & 1.2 - Bidding Forms-Section IV);
- 2) Schedule of Suppliers (Form SUP - Bidding Forms-Section IV);
- 3) Current Contract Commitments / Works in Progress (Form CCC, Bidding Forms-Section IV);
- 4) Financial Resources (FIN 3.3 - Bidding Forms-Section IV);
- 5) Power of Attorney to submit Bid
- 6) Undertaking of Copyright (Form CU -Bidding Forms-Section IV);
- 7) Memorandum of Understanding (Form MOU -Bidding Forms-Section IV);
- 8) Proforma Letter of Participation from Each Member of Joint Venture (JV) (Form LOP, Bidding Forms-Section IV);
- 9) Power of Attorney for Authorised Signatory of Joint Venture (JV) **Members** (Form POA-1, Bidding Forms-Section IV);
- 10) Power of Attorney to Authorized Representative of **Joint Venture (JV)** (Form POA-2, Bidding Forms-Section IV);

- 11) Forwarding Letter as enclosed in Bidding Form – “Form - LOB -FS “ Bidding Forms-Section IV)

2.2 Technical Submittal

1) Methods Statement

The Bidder shall submit a methods statement which demonstrates the Bidder's understanding of the Project and comprehension of the Works involved. In this methods statement, the Bidder shall submit *interalia* a detailed plan for survey, layout, Site investigation, Design, earthwork, bridge construction, track laying/construction, testing & commissioning, initial maintenance and handing over the completed Works to the Employer in strict compliance with the Contract requirements. This shall correspond to Site organization, Contractor's equipment, construction schedule and Work Plan being submitted by the Bidder as a part of bid documents.

These methods statement shall also describe the system of mechanized track construction to be adopted by the Bidder. Mechanized track laying / construction under this Contract shall be interpreted as described in para 17.4 of Volume 5, Section VI, Employers Requirement, Part 2. Employer will evaluate and clear the mechanized track construction methodology proposed by the Bidder before it is incorporated by the Bidder in its second stage bid.

2) Organization and Management

The Bidder shall submit an organization chart identifying the management and reporting structure for key positions and all site teams. The Bidder shall submit a commentary that describes the roles and responsibilities of the various key positions in the organization structure, the minimum qualifications, channels of communication, organization they come from and how this organization structure will manage the execution of the works within the scheduled period. The names and CV's of key staff in the organization chart shall be included, and referenced to forms PER 1 & 2 in Section IV, Bidding Forms.

3) Work Plan

The Bidder shall submit a Work Plan which shall indicate how the Bidder intends to organize and carry out the Works, achieve Stages and complete the whole of the Works by the appropriate Key Dates. The Work Plan shall be prepared in terms of weeks from the Date of Commencement of Works, taking D as the Commencement Date and other time schedules marked in D+ format.
(Refer to Explanatory Note 1 at the end of this Section)

4) Documents for Safety, Quality and Environmental Plans

The Bidder shall submit the following documents, which shall demonstrate clearly the Bidder's proposals for achieving effective and efficient Safety, Quality and Environment protection procedures.

- a) Outline Safety Plan

- b) Outline Quality Plan
 - c) Outline Environmental Plan
- (Refer to Explanatory Note 2 at the end of this Section)

5) Concept Design & Performance Parameters Compliance

The Bidder shall submit details of compliance with the Employers' Requirements as listed in Part 2 of bidding document. This shall be done in a tabular format on a section by section basis and detail how the compliance is achieved or how an alternative if any would achieve such compliance. This document shall be maintained by the Contractor and updated on a monthly basis throughout the life of the project.

6) Technical Data

The Bidder shall furnish the following details during this submittal:-

SN	ITEM	Design/ Drawings to be followed	
		RDSO Reference Nos.	Other than RDSO Reference with details
1	Formation		
2	Pre-stressed concrete sleepers with fittings and fastenings		
3	Pre-stressed concrete sleepers for special locations like points and crossing, SEJ, bridge approaches, level crossings etc.		
4	Switch assembly set with fittings		
5	Weldable CMS crossing		
6	Movable nose crossings		
7	Switch expansion joints for long welded rails		
8	Bridge Design for different spans – Type of material and Design philosophy		
9	Bearings for bridge girders		
10	Single Shot Crucible Welding		

Explanatory Note No. 1

Reference Paragraph 2.2 (3) Work Plan

Requirements of Work Plan

- (1) The Work Plan shall show how the Bidder proposes to organize and carry out the Works and to achieve Stages and complete the whole of the Works by the given Key Dates. This may be in the form of an Excel spread sheet/ Prima viera or similar program output.
- (2) The Work Plan shall follow the instructions given in **Part 2, Section VI, “Employer’s Requirements/ Volume 6 Appendix 4, PROJECT PROGRAM REQUIREMENTS”**
- (3) The Work Plan shall show achievement of all Key Dates and Works Area Access Dates. The Works Programme shall also show Milestones, but the Milestones shall not be taken as imposing any constraints that in any way affect the logic or limit any other dates in the Programme.
- (4) The Works Plan shall take into account the Bidder’s proposed Design Submission Programme and should -
 - (a) indicate, wherever possible, dates and periods relating to interfaces with and between others including dates for submission of further documents required by the Contract and periods for their acceptance.
 - (b) be consistent with the overall Work Plan and in accordance with the Employer's Requirements;
 - (c) make adequate allowance for periods of time for review by authorities whose approval is necessary;
 - (d) include a schedule identifying, describing, cross-referencing and explaining the Design packages and submissions which the Bidder intends to submit;
 - (e) take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete all aspects of design co-ordination with other consultants engaged in the review of the design of the Project such design will be compatible and coordinated with others and allowing adequate time for the Employer’s assessments and decisions.
- (5) The Work Plan shall contain sufficient detail to assure the Employer of the feasibility of the plan and approach proposed by the Bidder.
- (6) The Bidder should have regard to the possibility that during the bid evaluation period the Work Plan may be developed into a Programme which, in the event of award, would be the initial submission of the Works Programme. To facilitate this process the Bidder shall, in the preparation of the Work Plan, take due account of the provisions of the Employer's Requirements in so far as they concern the Work Plan.

- (7) The Work Plan shall be accompanied by a narrative statement that shall describe Programme activities, assumptions and logic, and highlight the Bidder's perception of the major constraints and critical areas of concern in the organization, construction and completion of the Works. This narrative statement shall also indicate which elements of the Works the Bidder intends to carry out off-Site and/or outside India with details of the proposed locations of where any such work is to be carried out, the facilities available and any third party undertakings the Bidder may have in this regard. In particular the Bidder must state the assumptions made in respect of the interfaces with the Employer, other contractors and third parties both in detail and time, and any requirements for information on matters which would affect his works.
- (8) All programmes shall include design, procurement periods, major material, on site, offsite, off shore production/ prefabrication, temporary construction, interface and periods for System wide, utility and adjacent contractors, testing and commissioning and integrated testing along with any other training and trial running information.
- (9) The proposed submission of the Work Plan and Design Submission Programme shall not, in any event, be construed as a submission under Clause 8.3 (Programme) of the General Conditions.

Explanatory Note No. 2

Reference Paragraph 2.2(4) Annexure-I - Documents for Safety, Quality and Environmental Plans

OUTLINE SAFETY PLAN

The Bidder shall submit as part of his bid an Outline Safety Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient safety procedures. The Outline Safety Plan should include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required as per the Employer's Requirements - Construction and Sub-Clause 4.8 and 6.7 of the GCC.

The Outline Safety Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Bidder's safety plans and set out in summary an adequate basis for the development of the Site Safety Plan to be submitted in accordance with Sub-Clause 4.8 and 6.7 of the GCC including a testing and commissioning strategy/plan for the whole of the Works.

OUTLINE QUALITY PLAN

The Bidder shall submit as part of his bid an Outline Quality Plan which shall contain sufficient information to demonstrate clearly the Bidder's proposals for achieving effective and efficient Quality Assurance and Control System. The Plan should include an outline of the procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring Quality as required in terms of the Employer's Requirements. It shall also include an outline of procedures, verification and validation for all tests and materials for all the Works being done by him under this Contract.

OUTLINE ENVIRONMENTAL PLAN

The Bidder shall submit as part of his bid an Outline Environmental Plan illustrating the intended means of compliance with the requirements of Appendix 13 "ENVIRONMENTAL PROTECTION REQUIREMENTS" to the Employer's Requirements and setting out in summary form an adequate basis for the development of the more detailed document to be submitted under Sub-Clause 4.18 of the GCC. The Outline Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's environmental objectives with regard to the requirement of the Contract.

The Outline Environmental Plan shall be headed with a formal statement of policy in relation to environmental protection and shall be sufficiently informative to define the Bidder's environmental plans and set out in summary an adequate basis for the submission of a detailed and comprehensive site environmental quality management plan to be submitted in accordance with Sub-Clause 4.18 of the GCC. The Outline Plan shall include the methods and procedures for the Environmental Impact Assessment to be performed under the Contract.

Section IV. Bidding Forms

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Form - LOB –FS

(Para 2.1(11), Annexure-I; Section III)

Proposal Letter – Two Stage Bidding, First Stage Technical Proposal

Date: _____

ICB No.: HQ/EN/DB/Bhaupur-Khurja

Invitation for Bid No.: _____

To: _____

Subject: Technical Proposal for Design and Construction of Civil, Structures and Track Works for Double Line Railway involving formation in Embankments/Cuttings, Ballast On Formation, Track Works, Bridges, Structures, Buildings including Testing and Commissioning on Design-Build Lump Sum Basis for Bhaupur - Khurja Section of Eastern Dedicated Freight Corridor.

Technical Proposal for Contract Package (s): Lot[Insert Number(s) of Lot(s) covered by this Proposal Letter]

Dear Sir

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB)-8 _____;
- (b) We offer to undertake the procurement of Works under the above named Lot(s) in conformity with the bidding document.
- (c) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB-4.2;
- (d) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB-4.3;
- (e) We are not submitting more than one First Stage Technical Proposal for each Lot in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB-4.3, except for alternative offers permitted under ITB Clause 13.
- (f) We, including any of our subcontractors or manufacturers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;

- (g) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.5¹
- (h) We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our First Stage Technical Proposal and duly noting all amendments and additions thereto, and noting omissions there from that you may require.
- (i) We further undertake, upon receiving your written invitation, to proceed with the preparation of our Second Stage bid, updating our First Stage Technical Proposal in accordance with the requirements from the Memorandum of the clarification meeting, and completing our Second Stage bid for performing the activities of the above noted Works, in accordance with our updated First Stage Technical Proposal, and with ITB Clause 27.
- (j) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
-------------------	---------	--------	--------

(If none has been paid or is to be paid, indicate "none.")

Name In the capacity of _

Signed

Duly authorized to sign the bid for and on behalf of

Dated on _____ day of _____, _____

¹ Bidder to use as appropriate

Applicant Information Form

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Applicant's legal name <i>[insert full legal name]</i>
In case of Joint Venture (JV), legal name of each partner: <i>[insert full legal name of each partner in JV]</i>
Applicant's Actual or Intended country of constitution: <i>[indicate country of Constitution]</i>
Applicant's actual or Intended year of constitution: <i>[indicate year of Constitution]</i>
Applicant's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above, in accordance with ITA 4.2 of Pre-Qualification Documents. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITA 4.1 of Pre-Qualification Documents. <input type="checkbox"/> In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA 4.8 of Pre-Qualification Documents.

Applicant's Party Information Form

[The following form shall be filled in for the Applicant's parties including partner(s) of a joint venture, subcontractors, suppliers and other parties]

Date: *[insert day, month, year]*

ICB No. and title: *[insert ICB number and title]*

Page *[insert page number]* of *[insert total number]* pages

JV applicant legal name: <i>[insert full legal name]</i>
Applicant's Party legal name: <i>[insert full legal name of Applicant's Party]</i>
Applicant's Party country of registration: <i>[indicate country of registration]</i>
Applicant Party's year of constitution: <i>[indicate year of constitution]</i>
Applicant Party's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Applicant Party's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and Registration Documents of the legal entity named above, in accordance with ITA 4.2 of Pre-Qualification Documents. <input type="checkbox"/> In case of a Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITA 4.8 of Pre-Qualification Documents.

Form MOU

(para 2.1(7), Annexure 1, Section III)

**Draft Memorandum of Understanding (MoU) for Joint Venture
Participation**

(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, to be executed according to the applicable laws in the Bidder's country and by taking into account the Notes shown below.)

M/s _____, having its registered office at _____
(hereinafter referred to as) acting as the authorized representative of the first part,
and

M/s _____ having its registered office at _____
(hereinafter referred to as ' _____ ') in the capacity of a Joint Member of
the other part.

The expressions of _____ and _____ shall
wherever the context admits, mean and include their respective legal representatives, successor
interest and assigns and shall collectively be referred to as "the Parties" and individually as "the
Party"

WHEREAS:

Dedicated Freight Corridor Corporation of India Limited (DFCC) [hereinafter referred to as
"Client"] has invited bids for _____ "[Insert name of work]"

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an
integral part of this MOU.
 - i. Notice for bid, and
 - ii. Bidding document
 - iii. Any Addendum/Corrigendum issued by Dedicated Freight Corridor Corporation
of India Limited
 - iv. The bid submitted on our behalf jointly by the authorized representative.
2. The 'Parties' have studied the documents and have agreed to participate in submitting a
'bid' jointly.
3. M/s _____ shall be the authorized representative of the JV for
all intents and purpose and shall represent the Joint Venture in its dealing with the
Client. For the purpose of submission of bid proposals, the parties agree to nominate
_____ as the authorized representative duly authorized to sign

and submit all documents and subsequent clarifications, if any, to the Client. However M/s _____ shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other Member which shall be expeditiously given by M/s _____ to M/s _____.

1. The 'Parties' have resolved that the distribution of responsibilities and their proportionate share in the Joint Venture is as under:

(a) Joint Venture Member

(i) _____

(ii) _____

(iii) _____

[Similar details to be given for each Member]

2. JOINT AND SEVERAL RESPONSIBILITY

The Parties undertake that they shall be jointly and severally liable to the Client in the discharge of all the obligations and liabilities as per the contract with the Client and for the performance of contract awarded to their JV.

In case one party fails or delays to perform its obligations either partially or totally, it shall be responsible for all the out comings concerned, and upon such conditions the other parties shall be obliged to take measures to perform well all the obligations under the contract with the Employer.

3. ASSIGNMENT AND THIRD PARTIES

The parties shall cooperate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party.

4. EXECUTIVE AUTHORITY

The said Joint Venture through its authorized representative shall receive instructions, payments from the Client. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES

Till the award of the work, the authorized representative shall furnish bid guarantees to the Client on behalf of the Joint Venture which shall be legally binding on all the Members of the Joint Venture.

9. BID SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Client for the Project. Common expenses shall be shared by both the parties in the ratio of their actual participation.

10. **INDEMNITY**
Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.
11. **FINANCING**
For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.
12. **DOCUMENTS & CONFIDENTIALITY**
Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.
13. **ARBITRATION**
Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the provision of bidding documents.
14. **VALIDITY**
This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.
- a. The bid submitted by the Joint Venture is declared unsuccessful, or
 - b. Cancellation/ shelving of the Project by the client for any reasons prior to award of work
 - c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Client, substantially covering the requirements as mentioned in Section IV of bidding documents.
15. This MOU is drawn in _____ number of copies with equal legal strength and status. One copy is held by M/s _____ and the other by M/s _____ & M/s _____ and a copy submitted with the proposal.
16. This MOU shall be construed under the laws of India.
17. **NOTICES**
Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Authorized Representative

Other Member(s)

(Name & Address)

(Name & Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written:

M/s _____

(Seal)

M/s _____

(Seal)

Witness

1 _____ (Name & Address)

2 _____ (Name & Address)

Notes:

- 1. In case of existing joint venture, the certified copy of JV Agreement may be furnished.*
- 2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- 3. Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
- 4. For a required document executed and issued overseas, the document will also have to be legalized by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.*

(para 2.1(8), Annexure 1, Section III)

Proforma Letter of Participation from Each Member of Joint Venture (JV)

(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. If an equivalent form is submitted by Bidders from outside India, it is to be executed according to the applicable law in the Bidder's country and by taking into account the Notes shown below.)

(On each Firm's Letter Head)

No. _____

Date _____

From:

To:

The Managing Director
5th Floor, Pragati Maidan Metro Station Building
New Delhi – 110 001

Re: _____ “[Insert name of work]”

Ref: Your notice for Invitation for Bid (IFB) _____

1. We wish to confirm that our company/firm (delete as appropriate) has formed a Joint Venture with for the purposes associated with IFB referred to above.
2. (Members who are not the authorized representative of the JV should add the following paragraph)*.
3. ‘The JV is led by whom we hereby authorized to act on our behalf for the purposes of submission of bid for and authorized to incur liabilities and receive instructions for and on behalf of any and all the Members or constituents of the Joint Venture.’
OR
4. (Member(s) being the authorized representative of the group should add the following paragraph)*
5. ‘In this group we act as authorized representative and, for the purposes of applying for qualification, represent the Joint Venture.’
6. In the event of our group being awarded the contract, we agree to be jointly with _____ (names of other members of our JV) _____ and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV.
7. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the authorized representative.

Yours faithfully,

(Signature)

(Name of Signatory) _____

(Capacity of Signatory) _____

Seal

* Delete as applicable

Notes:

1. *In case of existing joint venture, the certified copy of JV Agreement may be furnished.*
 1. *The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
 2. *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
 3. *For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.*

Form POA -1

(para 2.1(9), Annexure 1, Section III)

Power of Attorney for Authorised Signatory of Joint Venture (JV) Members

(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. If an equivalent form is submitted by Bidders from outside India, it is to be executed according to the applicable law in the Bidder's country and by taking into account the Notes shown below.)

Know all men by these presents, we _____ do hereby constitute, appoint and authorize Mr/Ms _____ 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 our bid for the work of including signing and submission of all documents and providing information/responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India 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 and shall always be deemed to have been done by us.

Dated this the _____ day of _____ 200_____.

(Signature of Authorized Signatory)

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

1. In case of existing joint venture, the certified copy of JV Agreement may be furnished.
 1. The mode of execution should be in accordance with the procedure, if any, laid down by

- the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
 3. *For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.*

Form POA -2

(para 2.1(10), Annexure 1, Section III)

Power of Attorney to Authorized Representative of Joint Venture (JV)

(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. If an equivalent form is submitted by Bidders from outside India, it is to be executed according to the applicable law in the Bidder's country and by taking into account the Notes shown below.)

POWER OF ATTORNEY¹

Whereas Dedicated Freight Corridor Corporation of India Limited has invited bids for the work of ----- [Insert name of work], and

Whereas, the members of the Joint Venture comprising of M/s. _____
M/s. _____, and M/s _____, are interested in submission of bid for this work of in accordance with the terms and conditions contained in the bidding documents.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the authorized representative, with all necessary power and authority to do, for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s _____ and M/s _____ hereby designate M/s. _____, being one of the Members of the Joint Venture, as the authorized representative of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's bid for the contract, including submission of bid, participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture in all its dealings with the Railway or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of bidding till the contract agreement is entered into with the Dedicated Freight Corridor Corporation of India Limited and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by authorized representative, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the _____ day of _____ 20_____.

(Signature)

(Name in Block letters of Executants)

Seal of Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

¹ To be executed by all the members of the Joint Venture except the authorized representative.

Notes:

1. *In case of existing joint venture, the certified copy of JV Agreement may be furnished.*

1. *The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the bidder's country and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the bidder.*
3. *For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.*

Form CCC

(para 2.1(3), Annexure 1, Section III)

Current Contract Commitments / Works in Progress

Bidders and each partner to a JVA should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/ tel/fax	Value of outstanding work (current INR equivalent)	Estimated completion date	Average monthly invoicing over last six months (INR/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Note: For the purpose of conversion of foreign currency into Indian Rupees (INR), Bidders shall use the bank currency selling exchange rate as published by State Bank of India on 28 days prior to last date of bid submission. In case the currency rates are not published by this Bank then the same shall be taken from the internet web site– <http://www.oanda.com/currency/historical-rates> or - <http://www.xe.com/ict/>

(para2.1(4)), Annexure 1, Section III)

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts, as indicated in Section III (Evaluation and Qualification Criteria).

Source of financing	Amount (INR equivalent)
1.	
2.	
3.	
4.	

Note: For the purpose of conversion of foreign currency into Indian Rupees (INR), Bidders shall use the bank currency selling exchange rate as published by State Bank of India on 28 days prior to last date of Bid submission. In case the currency rates are not published by this Bank then the same shall be taken from the internet web site– <http://www.oanda.com/currency/historical-rates> or - <http://www.xe.com/ict/>

Form SUP

(para 2.5, Section III)

Proposed Subcontractors and Suppliers for Major Items of the Works

Major Items of Materials, Equipment or Services	Proposed Subcontractor, Supplier, or Service Provider	Location	Nationality

Note:

The Bidder shall enter in this Schedule the proposed names of subcontractors, suppliers or service providers of major items of materials, equipment or services that the Bidder proposes to incorporate in the Works. Notwithstanding the provision of this information, submission of details of materials, equipment and services for approval, as required by the Contract, will be required from the Contractor.

Copyright Undertaking

The Managing Director,
Dedicated Freight Corridor Corporation,
Pragti Maidain Metro Station, New Delhi,
India 110001.

Subject: Bid for Design and construction of civil, structures and track works for double line railway involving formation in embankments/cuttings, ballast on formation, track works, bridges, structures, buildings including testing and commissioning on design-build lump sum basis for Bhaupur - Khurja section of Eastern Dedicated Freight Corridor. Civil, Structures and Track Works Contract Packages -----

Dear Sir,

LETTER OF UNDERTAKING

We, (name of Bidder / Joint Venture) hereby undertake that the Design Data, Geotechnical Investigation Report, Alignment Report, Employer's Requirement, tender Drawings etc. both in hard copy and Digitized format, and the bidding documents purchased as a necessary part of our preparation of this bid shall be used solely for the preparation of the Bid and that if the bid is successful, shall be used solely for the design of the temporary and permanent works.

We further undertake that the aforesaid tender drawings and documents prepared by Dedicated Freight Container Corporation Limited shall not be used in whole, in part or in any altered form on any other project, scheme, design or proposal that the bidder/ Joint Venture /Party to Joint Venture, Sub Contractors of the bidder or Joint Venture /parent company of Party to Joint Venture or the Bidder will be involved with either in India or any other country.

Signed.....

For and on behalf of
(Name of Bidder/Joint Venture)

Form - EQU

(Para 2.4, Section III)

Contractor's Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Contractor's equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Country of Origin and Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Form PER – 1

(Para 2.3, Section III)

Personnel

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name

*As listed in Section III.

Note: The CV's of the Key Personnel should be enclosed as Form PER 2

Resume of Proposed Personnel

Name of Bidder		
Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the previous number of years as required wide paragraph 2.3 of “Part 1 Bidding Procedures, Section III”, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

Form - LOB –SS

(Para 4.1, Section III)

Letter of Bid – Two Stage Bidding, Second Stage Bid

Date: _____

ICB No.: HQ/EN/DB/Bhaupur-Khurja

Invitation for Bid No.: _____

To: _____

Bid for Design and Construction of Civil, Structures and Track Works for Double Line Railway involving formation in Embankments/Cuttings, Ballast On Formation, Track Works, Bridges, Structures, Buildings including Testing and Commissioning on Design-Build Lump Sum Basis for Bhaupur - Khurja Section of Eastern Dedicated Freight Corridor.

Bid for Contract Package (s): Lot[Insert Number(s) of Lot(s) covered by this Letter of Bid]

Dear Sir,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the bidding document, (including the Price Schedules 1.0, 2.0 to 2.7), including Addenda issued in accordance with Instructions to Bidders (ITB)-8, and your requirements incorporated in the Memorandum of the clarification meeting held between us on [date], ;
- (b) We offer to submit our bid in conformity with the bidding documents for Contract Packages Lot(s) Number...[insert Lot Number(s)].....
- (c) Excluding the discounts offered below (if any), the price of our Bid for each Lot in INR is the sum of:

[figures], [words] for Lot Number 101

[figures], [words] for Lot Number 102

[figures], [words] for Lot Number 103

The percentage breakup of bid price in INR and not more than 3 foreign currencies is as stated in Appendix to Bid.

- (d) The discounts offered and the methodology for their application are: ;
- (e) Our bid shall be valid for a period of 119 (one hundred nineteen) days from the date fixed for the submission deadline for the Second Stage bids as stipulated in the Letter of Invitation

to submit a Second Stage bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our bid is accepted, we commit to obtain a performance security, in accordance with the bidding document;
- (g) We, including any subcontractors or manufacturers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB-4.2;
- (h) We, including any subcontractors or manufacturers for any part of the contract, do not have any conflict of interest in accordance with ITB-4.3;
- (i) We are not submitting more than one bid for each Lot in this bidding process as a Bidder, either individually or as a partner in a joint venture, in accordance with ITB-4.3, except for alternative offers permitted under ITB Clause 13;
- (j) We, including any of our subcontractors or manufacturers for any part of the contract, have not been declared ineligible by the Bank, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB-4.5
- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
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(If none has been paid or is to be paid, indicate "none.")

- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We hereby enclose Bid security at the rate of INR 100 Million per lot in terms of ITB 32.1 alongwith Form BS (Section IV- Bidding Forms, Part 1)

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Appendix to Bid

The percentage break up of lump sum bid price for local and foreign currencies for Lot Number 101 quoted in the Letter of Bid is as follows:

currency	A Name of currency	B Percentage of bid price
Local currency (INR)	INR	
Foreign currency #1		
Foreign currency #2		
Foreign currency #3		

The percentage break up of lump sum bid price for local and foreign currencies for Lot Number 102 quoted in the Letter of Bid is as follows:

currency	A Name of currency	B Percentage of bid price
Local currency (INR)	INR	
Foreign currency #1		
Foreign currency #2		
Foreign currency #3		

The percentage break up of lump sum bid price for local and foreign currencies for Lot Number 103 quoted in the Letter of Bid is as follows:

currency	A Name of currency	B Percentage of bid price
Local currency (INR)	INR	
Foreign currency #1		
Foreign currency #2		
Foreign currency #3		

Form BS

(Clause 32.2; ITB; Section-I)

Form of Bid Security (Bank Guarantee)

[Required for Second Stage Bid only]

BANK GUARANTEE

.....*Bank's Name, and Address of Issuing Branch or Office*.....

Beneficiary: *Name and Address of Employer*

Date:

Bid Security No.:

We have been informed that *name of the Bidder*. (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the bid") for the execution of Lot(s) Number. [*insert*]. . . of . . . *name of contract* under Invitation for Bids No. ("*the IFB*").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *name of Bank*. hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of amount in figures (. *amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its bid during the period of bid validity specified by the Bidder in the Form of bid; or
- (b) or
- (c) having been notified of the acceptance of its bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder,

upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) forty two days (42) after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

.....*Bank's seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document

Price Schedules

(Sub-clause 14.4, GC)

1.0 General

1.1 The Price Schedules shall be filled in with indelible ink or be type written. The person authorized to sign on behalf of the Bidder shall sign in full with the date at the bottom of all pages of all Schedules.

PRICE SCHEDULE 1.0 – For Payments in Local and Foreign Currencies

Reference: Contract Price for Design and Construction of Civil, Structures and Track Works for Double Line Railway involving formation in embankments/cuttings, ballast on formation, track Works, bridges, structures, buildings including carrying out Testing and Commissioning on Design-Build Lump Sum Basis for Bhaupur - Khurja Section of Eastern Dedicated Freight Corridor .

Bid Price. Lot Number 101(INR) The total lump sum amount shall be the same as the sum quoted in the Letter of Bid in INR.

Bid Price. Lot Number 102(INR) The total lump sum amount shall be the same as the sum quoted in the Letter of Bid in INR.

Bid Price. Lot Number 103(INR) The total lump sum amount shall be the same as the sum quoted in the Letter of Bid in INR.

All payments in applicable currencies shall be made as per clause 14.15 of GC. Foreign currency requirements shall be expressed in accordance with ITB 30.1.

1.2 For the following materials to be procured from outside India the relevant indices for price adjustment shall be as stated in table below: The applicable whole sale cost index for the relevant input of the respective country shall apply. In case a published index for such goods or services is not available the whole sale price index of relevant category of the country shall be used. (Refer sub clause 13.8 of GC for further details on price adjustment)

SN	ITEM NAME	Name of PUBLISHED INDEX NEAREST TO THE BASE DATE	SOURCE OF PUBLICATION
1	Labour Lo		
2	Cement Co		
3	Steel So		
4	Fuel & Lubricant Fo		
5	Machinery & Machine tools Mo		
6	Rail Steel Ro		

Source of Index shall be as published by Government or public organization. The bidder should also attach specimens of the publications for the last 12 months. In case Euro is one of the foreign currencies in which the payment of contract price is to be made, the price index should be the index published by the European Union.

PRICE SCHEDULE 2.0 - Apportionment of Contract Price for Payments According to Cost Centres

(Sub-clause 14.4, GC)

S N	Cost Centre	Percentage of Contract Price
(1)	(2)	(3)
1	Survey, investigation, Design, Setting out and As Built drawings	1.0
2	Earthwork	30.0
3	Bridges (Minor)	10.0
4	Bridges (Major)	5.0
5	Track Works	40.0
6	Other Engineering Works	12.0
7	Integrated Testing & Commissioning and Inventory supply	2.0
	Total-	100%

The percentage figures as filled in column 3 by the Employer for the apportionment of the Contract Price for completion of the Works corresponding to the items given above are fixed.. and payment will be released for different cost centre as per above percentage break-up of contract price. Refer Sub-Clause 14.4 – Particular Conditions of Contract for further details.

Price Schedule 2.1 Contract Price Weightage for Interim Payments for Survey, Investigation, Design, Setting Out and As Built Drawing

(Sub-clause 14.4, GC)

Cost Centre	Item of Work		Stage Payment		Weight age	Cost	Payment Procedure
Survey, Investigation, Design, Setting Out and As Built Drawing	1	Survey	1(a)	Site survey and finalization of alignment	05%	1 % of the Contract Price	Unit of measurement is linear length along alignment. Payment of each stage will be made on prorata completion of linear length as per weightage given in this Schedule
		Geotechnical/ Hydrological Investigations	1(b)	Site data collection, Detailed Geotechnical and Hydrological investigations and report submission	10%		
		Preliminary Design	1(c)	Preliminary Design of the formation, Track works, bridges culverts, Flyovers /ROB /RUB, FOB, fencing, drains, platforms, and all other structures.	20%		
	2	Definitive Design	2	Definitive Design of the formation, Track works, bridges culverts, Flyovers /ROB /RUB, FOB, fencing, drains, platforms, and all other structures.	30%		
	3	Setting Out	3	Setting out of the Final Alignment with location of all structures	15%		
4	Completion Drawings	4	As Built Drawings	20%			
Total:					100%		

Requirement of Survey investigation, Preliminary design, definitive design etc. are described in detail in "Part 2, Section VI- Employer's Requirement".

Price Schedule 2.2 Contract Price Weightage for Interim Payment for Earthwork
 (Sub-clause 14.4, GC)

Cost Centre	Item of Work	Stage Payment		Weightage	Cost	Payment Procedure
Earthwork	Earthwork in formation including blanketing, drains, retaining structures, turfing, pitching and other incidental works.	1	Earthwork in embankment/cutting including compaction so as to achieve 50% of desired height below bottom of blanketing layer	25%	30 % of the Contract Price	Unit of measurement is linear length along alignment. Payment of each stage will be made on prorata completion of linear length as per weightage given in this Schedule
		2	Balance earthwork in embankment/ cutting including compaction upto bottom of blanketing layer	25%		
		3	Earthwork in Blanketing layer complete in all respect	35%		
		4	Longitudinal/cross drains, retaining structures, pitching, turfing and other incidental works, complete.	15%		
Total:				100%		

Note:- The percentage weightages in column 4 above have been worked out on the basis of existing standard design of earthwork in vogue on IR. In case the formation design of the Bidder is approved as a new technology during the evaluation of First Stage Technical Proposals, these weightages may have to be reassessed in consultation with the Bidder.

Price Schedule 2.3 Contract Price Weightage for Interim Payment for Bridges (Minor)
 (Sub-clause 14.4, GC)

Cost Centre	Item of Work	Stage Payment		Weight age	Cost	Payment Procedure
Bridges (Minor)	Construction of Minor Bridges, Road Under Bridge, Culverts on Roads, etc.	1	On ground clearance, ground improvement and testing, completion of the foundation works.	20%	10 % of the Contract Price	Cost of each minor bridge including culverts will be determined on the basis of total linear length, along alignment, of the minor bridges including culverts on prorata basis. Payment of each stage for a bridge/culvert will be made on the completion of the relevant stage as per the weightage given in this schedule.
		2*	On completion of RCC Boxes, abutment, piers for slab bridges, back filling and approaches.	37%		
		3	On completion of balance works as per drawing like - deck slab along with walkway, railings, wing walls, return walls, all types of protection works, pitching, turfing, river training works, if any, tests on completion etc. complete in all respects	43%		
Total:				100%		

* Note- If a bridge is constructed using precast elements, then 75 % payment against sub cost centre 2 shall be released upon finishing casting of elements and transporting all such elements to the site of bridge construction. Balance 25% shall be released after completion of stage 2.

Price Schedule 2.4 Contract Price Weightage for Interim Payment for Bridges (Major)
 (Sub-clause 14.4, GC)

Cost Centre	Item of Work	Stage Payment	Weight age	Cost	Payment Procedure	
Bridges (Major)	Construction of Major Bridges, rail flyovers, modification of existing road over bridges.	1	On ground clearance, preparation of base below the pile cap or below the well cap for well foundation or below the pier base for open foundation as applicable, ground preparation work, completion of the foundation works and testing work. For rail flyovers refer Note1 below.	40%	5 % of the Contract Price	Cost of each bridge will be determined on the basis of total linear length, along alignment, of the bridges on prorata basis. Payment of each stage for a bridge will be made on completion of the relevant stage as per the weightage given in this schedule.
		2	On Completion of abutment/piers including pile caps or well caps as applicable, work up to the bottom of slab (without bearings) and completion of approaches including back filling. For rail flyovers refer Note1 below.	30%		
		3	On completion of balance works as per drawing like - super structure, bearings, walkway, hand rails, wing walls, return walls, all protection works, pitching, turfing, river training works, if any, testing on completion etc. complete in all respects. For rail flyovers refer Note 2 below.	30%		
Total:			100%			

Note:

1. For Rail Flyovers– this stage will be further subdivided into (number of piers +2 abutments) as per the approved drawing of RFO and stage payment for completion of work for each pier and abutment shall be made as per the requirement of this stage.

Price Schedule 2.5 Contract Price Weightage for Interim Payment for Track Works
 (Sub-clause 14.4, GC)

Cost Centre	Item of Work	Stage Payment		Weight age	Cost	Payment Procedure
Track Works	Procurement of track materials and construction of double line railway track for a maximum operating speed of 100 km/h including yards and its integration with IR existing railway system, integrated testing and commissioning of Works.	1	Ballast supplying and laying initial layer to facilitate mechanized track laying.	8%	40 % of the Contract Price	Unit of measurement is linear length along alignment. Payment of each stage will be made on prorata completion of linear length as per weightage given in this Schedule
		2	Supply of new 60kg Rails and stacking at site as per the specifications contained in Employer's Requirement	40%		
		3	Supply of new Concrete sleepers and stacking at site as per the specifications contained in Employer's Requirement	15%		
		4	Mechanized Track laying in block section between station limits -on PSC sleepers including – sleepers laying, welding of rails, rail threading, fixing all rail sleeper fittings etc. complete to ensure continuous and complete linkage of track in the block section as per track diagram.	15%		
		5	Mechanized Track laying in yards (within station limits) - on PSC sleepers including – sleepers laying, welding of rails, rail threading, fixing all rail sleeper fittings, Points &	7%		

			Crossings, Switch Expansion Joints, derailing switch, all loop lines in yards, etc. complete to ensure continuous and complete linkage of track in the yard as per yard plan.		
		6	Ballast supplying and laying final layer to facilitate lifting of track, making of ballast cushion and profile, de-stressing of LWR, machine tamping for making track fit for 45km/h	7%	
		7	Ballast supplying and laying final layer to facilitate lifting of track, making of ballast cushion and profile, de-stressing of LWR, machine tamping for making track fit for 100km/h	8%	
Total:				100%	

Payment against materials for the Works vide item Sub cost center 2 & sub cost center 3 above

- i) In respect of rails and concrete sleepers brought by the Contractor to the site for incorporation in the Permanent Works, the Contractor shall be paid 80% of the respective sub-cost centre as per above schedule, and balance 20% shall be paid when these materials are put to use as per the Employer's Requirement. Contractor shall ensure:-
 - ii) The materials are in accordance with the specification for the works.
 - iii) The materials have been delivered to the site and are properly stored and protected against loss, damage and deterioration.
 - iv) Proper record of receipts and use of materials are maintained by the Contractor and such records are available for inspection by the Engineer.
 - v) Once the payment for supply of rails and sleepers has been made as above, these shall deem to be the property of DFCC and Contractor shall not remove these without prior approval of the Engineer and take due care of the same against theft/ damage etc. at no extra cost.

Price Schedule 2.6 Contract Price Weightage for Interim Payment for Other Engineering Works

(Sub-clause 14.4, GC)

Cost Centre	Item of Work	Stage Payment	Weight age	Cost	Payment Procedure
Other Engineering Works	Platforms	On completion of each platform at locations as per the Employer's Requirement.	2%	12 % of the Contract Price	Unit of measurement is square metres.
	Service Roads	On completion of service roads at locations as per the Employer's Requirement.	65%		Unit of measurement is linear length along alignment. Payment will be made on prorata completion of linear length as per weightage given in this Schedule.
	Fencing	On completion of fencing works at stations and other locations as per the Employer's Requirement.	4%		Unit of measurement is no. of level crossings. Payment of each stage will be made on prorata completion of no. of level crossings subject to weightage given in this Schedule.
	Level Crossing Gates	On completion of level crossing at stations and other locations as per the Employer's Requirement.	6%		Unit of measurement is number and payment shall be regulated as per note below.
	Foot Over Bridges	On completion of Foot Over Bridges at stations and other locations as per the Employer's Requirement.	8%		Unit of measurement is linear length along the alignment.
	Miscellaneous Works	Removal of chartered utilities as mentioned in Bidding Document.	15%		
Total:			100%		

Note:

5. The stage payments for Foot Over Bridges shall be regulated as under:

- | | | |
|------|--|-----|
| 1.1. | On completion of the foundation works - | 20% |
| 1.2. | On completion of the erection work of Foot Over Bridges- | 35% |
| 1.3. | On completion of landings and railings and protection mesh- | 25% |
| 1.4. | On completion of painting, testing on completion etc. complete in all respects - | 20% |

Price Schedule 2.7 Contract Price Weightage for Interim Payment for Integrated Testing & Commissioning and Inventory Supply

(Sub-clause 14.4, GC)

Cost Centre	Item of Work	Stage Payment	Weightage	Cost	Payment Procedure
Integrated Testing and Commissioning	Integrated Testing and Commissioning	After successful completion of Integrated Testing and Commissioning of Works and supply of inventory as per the list below.	100%	2 % of the Contract Price	Payment for Integrated Testing and Commissioning shall be released after successful completion of Integrated Testing and Commissioning of Works, supply of inventory and certification by Engineer.

**INVENTORY LIST
(Price Schedule 2.7)**

List of items to be deposited with DFCC (per Lot) after completion of the Works and before taking over of the same by DFCC.

SN	ITEM	QUANTITY Percentage of total quantity used in each Lot, rounded off to next whole number
1	Concrete Sleepers	2
2	Fittings for concrete sleepers like rubber pad, elastic clip, liner	5
3	Special sets of concrete sleepers for SEJ, Level Crossings, Bridge Approaches, derailing switch,	2
4	Special sleepers used over steel girder bridges	2
5	Points and crossing sets including sleepers with complete fittings - Left hand and right hand sets	5
6	SEJs, Derailing switches, glued joints	5
7	Rails 60 kg (new without holes) 26.0m long pieces	1

Above items in good condition shall be handed over to the nominated official(s) of DFCC at a location indicated by the Engineer.

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 2011, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
 - Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
 - Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
 2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:
 - (a) With reference to paragraph 1.8 (a) (i) of the Guidelines:
None
 - (b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:
None
-