



DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

THROUGH

GENERAL MANAGER, TRAFFIC SURVEY & COORDINATION
4TH FLOOR, PRAGATI MAIDAN METRO STATION BUILDING COMPLEX
NEW DELHI – 110001, INDIA

REQUEST FOR PROPOSAL

(Tender Document No.-HQ/DFCC/GGM (BD)/Corp. Communication-2)

Appointment of Agency for Communication Needs Assessment (CNA)
Western and Eastern Dedicated Freight Corridor

[NOT TRANSFERABLE]

[NOT REFUNDABLE]

PRICE: RS.1000/-
(of RFP document)

TABLE OF CONTENTS

Title	Contents	Page nos.
	Disclaimer	3
	Abbreviations	4
	Forwarding letter	5
Section:1	Letter of invitation for bids (IFB)	6-10
Section:2	Terms of reference (TOR)	11-17
Section:3	Instruction to bidders	18-30
Section:4	Evaluation of technical proposal	31-33
Section:5	Financial proposal (price bid) – standard forms	34-38
Section-6	Payment schedule	39-40
Section-7	Form of contract agreement, General condition of contract & special conditions of contract	41-76

DISCLAIMER

1. Though adequate care has been taken in the preparation of this Tender/bid Document for Communication Needs Assessment (CNA).Bidder/ Agency/Firm submitting proposal in response to this bid should satisfy themselves that the Document is complete in all respects.
2. Neither DFCC nor their employees will have any liability to any prospective Communication Needs Assessment (CNA) agency/firm or any other person under the law of contract expense or damage which may arise from or incurred or suffered in connection with anything contained in this tender/bid Document, any matter deemed to form part of this NIT/bid Document, the award of the Assignment, the information and any other information supplied by or on behalf of DFCC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
3. DFCC reserves the right to reject any or all the Proposals submitted in response to this Tender/bid Document at any stage without assigning any reasons whatsoever. DFCC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Proposal.
4. DFCC reserves the right to change/modify/amend any or all of the provisions of this bid Document. Bidders will be informed about such changes through e-mail/fax/post.

ABBREVIATIONS

CV	Curriculum Vitae
DFC	Dedicated Freight Corridor
DFCC	Dedicated Freight Corridor Corporation of India Limited (A Government of India Enterprises)
GCC	General Conditions of Contract for Consultancy
INR, Indian Rs.	Indian Rupees (Indian Currency ‘₹’)
IR	Indian Railways
LS	Lump Sum
MOR	Ministry of Railways
PLR	Prime Lending Rate
SCC	Special Conditions of Contract
TOR	Terms of Reference

Forwarding letter

To,
 General Manager, TS & Coordination
 4TH Floor, Pragati Maidan
 Metro station building complex
 New Delhi – 110001,

Ref: - Tender No. HQ/DFCC/GGM (BD)/Corp .Communication/01.

1. I/We have read the conditions of tender attached hereto and hereby I agree to abide by the laid down conditions. I/we also agree to keep this offer open for a period of 180 days from the date of Technical Bids opening and in default thereof, I/We will be liable for forfeiture of my/our 'Earnest Money'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to Special Conditions as laid down by the DFCCIL for the execution of the subject work.
2. A sum of Rs..... (Rupees..... only) is paid towards Earnest Money Deposit. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:
 - (i) I/We do not start execute the contract agreement within 15 days from the date of issue of the LOA by DFCCIL.
 - OR
 - (ii) I/We do not commence the work within 7 days after receipt of LOA to that effect.
 - (iii) I/We do not complete the work or left midway.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us and DFCCIL subject to the modification, as may be mutually agreed and indicated in the LOA or my/our offer for the work.

Signature of Tenderer/Bidder

Bidders / Tenderer's Address

Signature of Witness

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:e-mail:

SECTION 1

LETTER OF INVITATION FOR BIDS

Letter of Invitation for Request for proposal

To,

Sub: - Appointment of Agency for Communication Needs Assessment (CNA) for DFCCIL (Western and Eastern Dedicated Freight Corridor).

Dear Sir,

Dedicated Freight Corridor Corporation of India, A Government of India (Ministry of Railways) Enterprises, invites Request for proposal for Appointment of Agency for Communication Needs Assessment (CNA) for Eastern & Western Dedicated Freight Corridors.

- 1.0 Ministry of Railways (MOR), Government of India have planned to construct Dedicated Freight Corridor (DFC) covering two corridors, Eastern Corridor from Ludhiana to Dankuni and Western corridor from Jawaharlal Nehru Port, Navi Mumbai to Dadri near Delhi along with inter-linking both corridors at Khurja. The proposal entails construction of mostly of Double track railway lines capable of handling 32.5 ton axle load /longer trains and also double stack containers. Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a Government of India Enterprise, is set up for implementation of this project.
- 1.1 Eastern Dedicated Freight Corridor (EDFC) extends from Ludhiana in Punjab to Dankuni near Kolkata, West Bengal. Ludhiana – Mugalsarai section is being funded by the World Bank and the Western corridor is being funded by JICA. This section being highly congested, development of DFC will significantly improve efficiency of both freight and passenger traffic and associated industrial and economic benefits. Agencies/ Firms are required for submitting technical and financial proposals for Communication Needs Assessment (CNA) in the field.

- 1.2 DFCC intends to engage an Agency/ Firm (hereinafter referred As the “consultant”) for the work of Communication Needs Assessment (CNA) For Western and Eastern Dedicated Freight Corridor.
- 1.3 The total Approximate cost of the work is likely to be Rs.26, 70,000/- (Rupees Twenty six lakh seventy thousands only).
- 1.4 DFCCIL will not be responsible for any delay, loss or non-receipt of Financial Bid document sent by post/courier. Further, DFCCIL reserves the right to accept/reject any or all proposal without assigning any reason thereof.
- Sealed proposals along with earnest money must be received not later than **15:00 hrs of 28.12.2012** in the manner specified in the Tender document at the address given below: **The General Manager, Traffic survey & Coordination 4th floor, pragati maidan metro station building complex New Delhi – 110001,**
- 1.5 Earnest Money deposit: (EMD)
- Bid must be accompanied by a **Earnest Money Deposit of Rs.1,00,000/- (Rupees one lac only) by a crossed Demand Draft/Banker’s Cheque /Fixed Deposit Receipt drawn by State Bank of India or any nationalized bank or scheduled bank of India in favour of DFCCIL, payable at New Delhi.** Bid received without Earnest Money shall be summarily rejected. Earnest money is liable for forfeiture in following conditions:
- On revocation of tender due to increase in rate by the bidder after opening of the tender within validity of period,
 - On refusal to accept the work order/Letter of Acceptance the contract is awarded.
 - If the work is not commenced by the stipulated date.
 - If the work not completed within stipulated time or left midway.
- EMD of unsuccessful bidder(s) shall be refunded within reasonable time.
- 1.6 Other Details:
- 1.7 Bidders are advised to note the minimum eligibility criteria specified hereunder and other terms and conditions stipulated in bid document.
- 1.8 Time and date for opening of bid **-15.30 hrs on 28.12.2012**
- 1.9 If the date of opening is declared a ‘holiday’ the tender shall be accepted up to 15.00 hrs of the next working day and the opened at 15.30 hrs on the same day.

1.10 Address for Communication shall be given below. Interested Bidders may obtain further information from the address.

1.11 General

1.12 The cost of bid document is Rs.1000/ and the Bid document is non-transferable. Bidders shall submit original bid document bearing serial numbers, name written on it and duly signed by the issuing authority of DFCCIL to the bidders. Any discrepancy observed shall call for rejection of the bid. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.

1.13 No extension in the due date shall be considered on account of delay in receipt of Bid Document by post. DFCCIL shall not be responsible for not reaching blank Bid document dispatched by DFCCIL at the request of the bidder(s).

1.14 Validity of the Bid

The bidders shall keep their offer open for a minimum period of 180 days from the last date of submission of bid, which may be extended further, if required at the request of DFCCIL from time to time. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit. The bidders cannot withdraw their offer within the validity period/extended validity period.

1.15 Time Schedule

The total time for completion of work shall be of 75 days from the date of issue of Letter of Acceptance by DFCCIL. Please note that time is the essence of the Contract.

1.16 The Agencies/ Firms contract between successful bidder and DFCCIL will be governed by General Conditions of Contract (GCC) for Agencies/ Firms Contract (Section 7) as amended / supplemented by Special Conditions of Contract (SCC) given in Section 7.

1.17 Bidders are required to give unconditional offers. A conditional offer shall be liable for rejection.

1.18 The EMD of successful bidder will be adjusted against security deposit.

1.19 The successful bidder will have to submit 10% of total value of the contract as security deposit in form of a crossed Demand Draft/Banker's Cheque /Fixed Deposit Receipt drawn by State Bank of India or any nationalized bank or scheduled bank of India in favor of DFCCIL, payable at

New Delhi, before signing the agreement. The security deposit will be returned after successful/satisfactory completion of work.

Thanking you,

Dated at New Delhi, theof ,2012

Yours faithfully,

General Manager, TS & Coordination
4th floor, Pragati Maidan
Metro station building complex New Delhi – 110001,

SECTION-2

TERMS OF REFERENCE (TOR)

TERMS OF REFERENCE FOR A DETAILED COMMUNICATIONS NEEDS ASSESSMENT AND STAKEHOLDER PERCEPTIONS MAPPING EXERCISE FOR DFCCIL

INTRODUCTION

The Dedicated Freight Corridor Corporation of India Limited (DFCCIL) was set up in 2007 by the Government of India (GOI) as a Special Purpose Vehicle (SPV) wholly owned by the Indian Railways (IR). DFCCIL was created with the objective of augmenting the freight carrying capacity of IR by building and operating critical freight carrying infrastructure.

To begin with, DFCCIL will be constructing two corridors – the Western Dedicated Freight Corridor (DFC) and the Eastern DFC spanning a total length of about 3300 route kilometers (kms). The Eastern DFC will start from Ludhiana in Punjab and will pass through the states of Haryana, Uttar Pradesh, Bihar, Jharkhand terminating at Dakuni in West Bengal. The Western Corridor will traverse the distance from Dadri (Uttar Pradesh) to Mumbai (Maharashtra), passing through the states of Delhi, Haryana, Rajasthan, Gujarat and Maharashtra.

The Program proposed for World Bank financing would construct 1130 km of the Eastern Corridor from Ludhiana in Punjab to Mughal Sarai in Uttar Pradesh, which includes the most heavily congested sections of this corridor, and connects ports and coal mining areas in the east to consumption centers in the north-west of the country. The new line will have several connections with the existing IR corridor enabling diversion of freight trains from IR routes to the DFC.

The development objectives of the Eastern & Western DFC Program are:

- (i) To meet growing freight and passenger demand in the Eastern corridor (Ludhiana-Delhi- Mughal Sarai-Dankuni) and Western corridor (JNPT(Mumbai)-Rewari-Dadri), with a greatly improved levels of service; and
- (ii) Develop the institutional capacities of IR for long range investment planning, and of IR and DFCCIL to build and operate the DFCs

OBJECTIVES OF THE ASSIGNMENT

The key objective of the assignment is to help DFCCIL develop and implement a robust strategy for external communications. The specific objectives of the strategy would be (i) Create, enhance and sustain a positive image of the company and the Work that it is doing vis-à-vis its important stakeholders and (ii) put in place appropriate systems and mechanisms through which the organization is able to

Share information with its stakeholders in a *fair, nuanced, transparent, timely* and *consistent* manner.

In the course of preparing this project, DFCCIL has felt the need to ramp up its communication capacity in order to meet several challenges, including:

(i) Ensuring that project affected people in the project area are fully consulted and informed of their entitlements and compensation, and can readily access information relevant to themselves and the project.

(ii) Consulting with those not directly affected in the project area about their needs and keeping them apprised of activities by the company to benefit them.

(iii) Publicizing the benefits of the project to the larger public, including regular updates and announcements about project developments and progress.

(iv) Meeting the requirements of the Right to Information Act, and in general upholding best practices in transparency and disclosure.

(v) Maintaining strategic engagement with the local, national and international media.

(vi) Being able to respond to challenges and criticism from groups opposed to the development of the freight corridors, both at short notice and over a sustained period.

(vii) Needing to project a modern, professional corporate image. In order to meet the challenges enumerated above, DFCCIL wishes to engage the services of a Reputed communications consultancy firm to conduct a detailed communications needs assessment of all the organization's stakeholders and recommend the steps necessary to professionalize its communications set-up both at corporate and field level. The communication plan developed after the CNA exercise would need to address the information needs / demands of the stakeholders, and suggest measures to fill the existing information and perception gaps of the stakeholders' vis-à-vis the project. The Communications Needs Assessment would delve into the following:

(i) To establish the "audience" / "consumers" of DFCCIL through a comprehensive stakeholder mapping

(ii) Establish what the different stakeholders wish *to know* about the project

(iii) To gauge if the organization has enough / relevant material and / or mechanisms to address these information needs

(iv) To gauge what the different stakeholders *feel/ think* about the project

(v) Identifying the communications needs of the stakeholder groups

(vi) To assess the information gaps among stakeholder groups

(vii) To analyze the communication process internally and externally for its effectiveness

(viii) To suggest a clear communication plan to bridge the gaps with its strategy, tools and media after sample testing the suggestions.

TERMS OF REFERENCE

- Visit the project sites along the Eastern and Western Corridor (which includes 14 major field offices in Allahabad (East and West), Mugalsrai, Kanpur, Kolkata, Meerut, Ludhiana, Ambala, Mumbai, Surat, Baroda, Ajmer, Jaipur, Noida and the corporate headquarters (in Delhi) and sample collection from 10 villages each from every location. to assess the current level of communication infrastructure, manpower and skills through interviews with the top management, personnel currently carrying out activities related to communications, other relevant officers and field staff as well as physical inspection of premises and facilities.
- Assess the efficacy of the mode of functioning and organization of DFCCIL's present range of communication efforts, such as media interface, publicity material, etc.
- Desk review of the relevant documents related to the project, other Govt. and Non Govt. programmers to know the tools and media used.
- Assess the information needs of different stakeholder groups such as (i) project affected people (covering all the states along the Eastern and Western Corridor – i.e. West Bengal, Bihar, Jharkhand Uttar Pradesh, Haryana, Punjab, Rajasthan, Gujrat and Maharashtra) and chosen, on a sample basis, from areas where major land acquisition has already taken place and is likely to take place) (ii) other people in project areas, (iii) district administrations and other departments dealing with DFCCIL, (iv) local media and local NGOs, (v) DFCCIL's business associates, (vi) national and international activist groups, etc through interviews with representative groups and individuals, and reading of relevant literature.
- Documenting the existing awareness materials, if any, across the project areas.
- Understanding the media consumption habits of stakeholder groups (Radio, Television, Newspapers / periodicals, Traditional Media, Special events and any other).
- Examining average perception and comprehension level of staff vis-à-vis the projects separately and appropriate communication support for building up their level.
- Analyzing communication gap in dissemination of information / technology by DFCCIL staff and the other stakeholder, along with recommended remedial measures.
- Finding out focal theme of campaigns on various issues and action points in Institution Building, Livelihoods, Social Development, Micro Finance, and Marketing etc.
- Preparation of an exhaustive list of campaigns needed through various media.
- To assess the prospects of ICT (internet portal) linkage among the different stakeholder groups.

- To examine other possible methods of sharing of knowledge, branding through web medium and creating a loop like Solution Exchange.
- To derive other possible mechanism to enhance the free flow of information between the staff and other stakeholders using special systems and technology.
- To find out the feasibility of production of area specific IEC materials, internal Communication systems and preparation of learning documents at district level.
- Derive an exhaustive communication strategy for reaching out to all the categories of target audience, the IEC materials required for each category and for each relevant issue.
- To examine the feasibility of convergence of IEC materials between allied agencies in the project states like the Zonal / Divisional Railways, etc. and suggest sector wise strategy.
- Highlight multiple media / methods for addressing each issue for maximum penetration at different stages of adoption (e.g. awareness, interest, trial, conviction, adoption)
- Understanding the media consumption habits of stakeholder groups (Radio, Television, Newspapers, Periodicals, Traditional media, special events and any other).
- The social and demographic context.
- Privileging knowledge, attitude & practices regarding health, economic, education and etc.
- Ethnic and linguistic affiliations.
- Reviews existing Socio-economic infrastructure, health facilities, organizational resources, communication infrastructure and after analyzing the situation, prepare a document presenting the situation and recommendations for action.
- Assess the efficacy of mode of functioning and organization of DFCCIL's present range of communication efforts, such as media interface, publicity material,ect.
- Desk review of the relevant documents related to the project, other Govt.and Non Govt. programmes to know the tools and media used.
- Assess the information needs of different stakeholder groups such as :
 - a. Project effected people where major land acquisition has already taken place and is likely to take place.
 - b. Other people in project areas.
 - c. District administrations and other departments dealing with DFCCIL.
 - d. Local media and local NGOs.
 - e. DFCCIL's business associates.

- f. National and International activities groups, etc through interviews with representative groups and individuals, and reading of relevant literature.

APPROACH & METHODOLOGY:

A mix design approach is proposed for the CNA with judicious mix of qualitative and quantitative component. With a quasi-experimental design, the specific tools should be included like Focus Groups Discussions, in-depth Interview and review of the project / non project documentation among others.

DELIVERABLES & TIMELINE:

The consulting agency will have to submit all its research findings along with the detailed communication needs assessment and perceptions mapping report to the client within a period of 75 days commencement of work. The specific deliverables include:

- **An Inception Report:** The inception report would need to be submitted within 15 days of commencement of work. In the inception report, the consultant would be expected to detail the scope, methodology and approach being adopted for the subsequent tasks. In addition, the consultant would also be expected to present the survey approach including key stakeholders, sample size, sample selection methodology and survey instruments most suitable to collect information (questionnaire, Focus Group Discussions, in-depth interviews, etc.).
- **An Interim Report:** The Interim report would need to be submitted within 45 days of commencement of work. In Interim report the consultant would be expected to submit the progress of work done.
- **A Detailed Communications Needs Assessment Report:** The detailed Communications Needs Assessment (CNA) Report would need to be submitted within 75 days of commencement of work. The detailed CNA report would need to:
 - _ Identify all key stakeholders (individuals, groups and institutions) and detail their interests, concerns and expectations, roles and relationships vis-a-vis the proposed program. These stakeholder groups shall include, but not be limited to, officials from various levels of government, including relevant government departments and utilities; policymakers and local politicians; NGOs and community-based organizations; faith-based organizations; media at the local, state and national levels; local communities and elected and popular representatives of people; and other opinion-makers. Identify likely reaction patterns of stakeholder groups (in terms of likely support/opposition for the proposed program); their

sources of information; their influencers and opinion molders their exposure and reaction to similar past experiences with development projects that involved involuntary displacement of people; and their qualitative assessment of these past exercises. _ Make a sophisticated assessment of the key messages, points of 'connect', and medium needed to interact with/influence each stakeholder group -- this will entail identifying their most credible sources of information. _ Identify individuals/groups/institutions that can be potential partners in the interface with each stakeholder group.

Identify key opportunities/platforms for the effective dissemination of key messages over the course of project implementation In addition, based on the CNA assessment and in the context of the challenges of the project, the consultants would be expected to recommend:

- (i) An appropriate communications set-up for DFCCIL at both corporate and field level, outlining the personnel required, their skill sets, and reporting arrangements;
- (ii) Improvements (if any) to be made to the websites, print products, and other ongoing communication work;
- (iii) Specific training and skill enhancement vis-à-vis communications, if required, for existing personnel of DFCCIL in its various offices;
- (iv) A sequence of steps to address the external stakeholders' communication needs and a plan to enhance the perception about the project amongst its key stakeholders.

SECTION 3
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

Definitions

- a. “Client” means Dedicated Freight Corridor Corporation of India Limited.
- b. “Agency/Firm” means any entity or person that may provide or provides the Services to the Client under the Contract.
- c. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GCC), the Special Conditions of Contract (SCC) and the Appendices.
- d. “Bid Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e. “Day” means calendar day.
- f. “Government” means the Government of India.
- g. “Instructions to agency/firm” means the document which provides the interested Agencies/ Firms with all information needed to prepare their Proposals.
- h. “Personnel” means professionals and support staff provided by the agency
- i. “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- j. “Proposal” means the Financial Proposal.
- k. “BID” means the Financial Bid Tender (Tender Document) prepared by the Client for the selection of Agencies/ Firms,
- l. “Services” means the work to be performed by the agency pursuant to the Contract.
- m. “Terms of Reference” (TOR) means the document included in the NIT as Section 3 which explains the objective, scope of work, activities/tasks to be performed, respective responsibilities of the Client and Consultant, and expected results and deliverables of the assignment.

- 1.1 The Agencies/ Firms are hereby invited to submit proposal for consulting services required for the assignment in the attached Letter of Invitation (LOI). The Proposal could form the basis for future contract negotiations and ultimately a contract with the selected firm and DFCCIL.
- 1.2 The Agencies/ Firms should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignments and the local condition, Agencies/ Firms are encouraged to pay a visit to the project site at their own cost & risks before submitting the Proposal.
- 1.3 The Client will provide the input specified in the Datasheet and make available relevant project related reports at no cost to agency/firm.
- 1.4 Agency/firm shall bear all cost associated with the preparation and submission of their proposals including negotiations, if required. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of Contract, without giving of any reason thereby incurring any liability to the agency/Firm.
- 1.5 The Client requires that Agency/Firm to provide professional, objective and impartial advice and at all time hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.6 The Agencies/ Firms or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agencies/ Firms to be executed for the same or for another Client.
- 1.7 It is the DFCCIL's policy that the Agency/Firm under contracts observes the highest standard of ethics & professionalism during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL:
 - A) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - B) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - C) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - D) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

- E) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - G) will reject a proposal for award if it determines that the Agency/Firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - H) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 1.8 Agency/Firm and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Agency/Firm shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract
- 1.9 The Bid Data Sheet indicates how long Agency/Firm’ Proposals must remain valid after the submission date. During this period, Agencies/ Firms shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiation within this period. Should the need arise; however, the Client may request Agencies/ Firms to extend the validity period of their proposals. Agency/Firm who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Agency/Firm could submit new staff in replacement, which would be considered in the final evaluation for contract award. Agency/Firm who do not agree have the right to refuse to extend the validity of their Proposal.
- 1.10 Removal and / or Replacement of Personnel
- (a) Except as the Client may otherwise agree, no change shall be made in the Personnel. If, for any reason beyond the reasonable control of the Agencies/ Firms, it becomes necessary to replace any of the Personnel, the Agencies/ Firms shall forthwith provide as a replacement a person of equivalent or better qualification and experience.
 - (b) If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, Or
has reasonable cause to be dissatisfied with the performance of any of

the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

2. ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

General Manager (TS & C),

Dedicated Freight Corridor Corporation of India Limited

5th Floor, Pragati Maidan Metro Station building Complex,

New Delhi - 110 001 (India)

Phone: +91-11-23454820, Fax +91-11-23454822,

Email: aloksharma@dfcc.in

3. Submission of Proposal

The Applicant shall submit its Proposal in the following covers:

Cover 1 – Cost of Bidding documents (RFP Purchase receipt/fee)

- Cover 2 – Technical Proposal; (name of the corridor)
- Cover 3– Financial Proposal; and (name of the corridor)
- Outer Cover – This shall contain the sealed Cover 1, 2 and 3.

3.1 Outer Cover

All parts of the Proposal (sealed Cover 1, sealed Cover 2, and sealed cover 3) organised as above, shall be placed in a sealed outer envelope or a box, with the following inscription:

Outer Cover – Appointment of Agency for Communication Needs Assessment (CNA) Western And Eastern dedicated Freight Corridor.

Submitted by: _____(name of Consultant Firm)

Submitted To

General Manager (TS & C),

Dedicated Freight Corridor Corporation of India Limited

5th Floor, Pragati Maidan Metro Station building Complex,
New Delhi - 110 001 (India)

The Applicant can submit the Proposal by registered post/ courier or submit the same in person, so as to reach the designated address by the time and date stipulated. No delay in the submission of the Proposal for any reason will be entertained. Any Proposal received by DFCCIL after the deadline for submission of the Proposals stipulated, shall not be opened.

3.2 Cover 1 – Cost of Bidding Documents

The applicant shall place the original receipt or a DD as specified in 3.1 in this sealed cover, which shall be inscribed as under:

Cover 1 – Cost of Bidding Documents

(Appointment of Agency for Communication Needs Assessment (CNA)
Western And Eastern dedicated Freight Corridor)

Submitted by: _____(name of Consultant Firm)

3.3 Cover 2 – Bid Security

The Applicant shall place the original Bid Security as specified in 3.5 in this sealed cover, which shall be inscribed as under:

Cover - 2: – EMD

[Appointment of Agency for Communication Needs Assessment (CNA)
Western And Eastern dedicated Freight Corridor)

Submitted by: _____(name of Consultant Firm)

3.4 Cover3 – Technical Proposal

The Applicant shall place one (1) original + two (2) copies + one (1) softcopy (in CD form) of the Technical Proposal in a sealed envelope, which shall be inscribed as under:

Cover -3: – Technical Proposal

Appointment of Agency for Communication Needs Assessment (CNA) Western

And Eastern dedicated Freight Corridor.

Submitted by: _____(name of Consultant Firm)

In the event of any discrepancy between the original and the copies of the Proposal, the contents of the ‘Original’ Technical Proposal shall prevail.

3.5 Cover 4 – Financial Proposal

The Short-listed Applicant shall place the original Financial Proposal in a sealed envelope, which shall be inscribed as under:

Cover - 4: – Financial Proposal

Appointment of Agency for Communication Needs Assessment (CNA) Western
And Eastern dedicated Freight Corridor Submitted by:
_____(name of Consultant Firm)

4. Bid Opening

4.1 Interested Bidders may like to be present in DFCCIL office at the closing time of bid submission and witness the Bid Opening immediately thereafter. Only the main envelope will be opened and availability of RFP purchase receipt/fee and Bid Security amount will be checked.

4.2 All financial proposals will, however, be kept unopened in the envelope containing the ‘Financial Proposal’.

4.3 After the bid opening, the evaluation of the Technical Proposals received shall be initiated.

4.4 The Applicants who have successfully passed the Technical Proposal stage shall be notified in due course about the opening of the Financial Proposals and they may nominate their authorised representative to attend the financial proposal opening.

4.5 The other Applicants who have failed in the Technical Evaluation shall also be notified by DFCCIL subsequently.

4.6 All Applicants should note the following:

4.7 Proposals that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP Document or those that do not contain the

information as per the specified formats, may be considered non-responsive and may be liable for rejection.

- 4.8 Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Proposal as non-responsive.
- 4.9 In case a Consortium is selected as the Successful Consultant Firm, the Lead Member shall continue to remain the representative of the Consultant Firm and shall be responsible to DFCCIL/MoR for the fulfilment of all contractual obligations binding on the Consultant Firm.
- 4.10 All communication and information should be provided in writing and in English language only.
- 4.11 The metric system shall be followed for units.
- 4.12 All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- 4.13 No change in or supplementary information to a Proposal shall be accepted once submitted. However, DFCCIL reserves the right to seek additional information from the Consultant Firms, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DFCCIL, the Proposal would be evaluated solely on the basis of the available information.
- 4.14 The Proposals shall be assessed as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP Document, DFCCIL reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied, to all the Consultant Firms.
- 4.15 DFCCIL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever. DFCCIL also reserves the right to hold the process of selection or withdraw the process or shorten or enlarge the scope of work or modify or amend the terms of reference at any time till the process is finalised duly informing all the Applicants.
- 4.16 DFCCIL reserves the right to vet and verify any or all information submitted by the Consultant Firms.
- 4.17 If any claim made or information provided by the Consultant Firm in the Proposal or any information provided by the Consultant Firm in response to any subsequent

query by DFCCIL, is found to be incorrect or is a material misrepresentation/suppression of facts, then the Proposal will be liable for rejection. Mere clerical errors or bona-fide mistakes may be treated as an exception at the sole discretion of DFCCIL and if DFCCIL is adequately satisfied.

- 4.18 The Consultant Firm shall be responsible for all the costs associated with the preparation of their Proposal. DFCCIL shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process
- 4.19 The Agency/Firm may request a clarification of any of the Bid documents. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by mail, facsimile, or electronic mail to such requests and will send copies of the response to all the Agency/Firm.
- 4.20 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the Tender documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile or electronic mail to all the bidders/ Agency/Firm. The Client may at its discretion extend the deadline for the submission of Proposals.
- 4.21 PREPARATION OF PROPOSAL
- 4.22 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified summarily without assigning any reason thereof.
- 4.23 The proposal should include a covering letter (forwarding letter sample of which is attached) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. Its designated tasks under the assignment if the lead firm is awarded the contract.
- 4.24 The Financial proposal/offer, the agency/firm shall quote lump sum price in the schedule enclosed with the Financial Bid document. Total price offered is not inclusive of taxes and duties including service tax. Price offered shall remain firm till the validity of the offer and no variation/ suo-motto rebate/reduction or escalation shall be permitted.
- 4.25 The proposed staff is expected to perform the services and key tasks assigned to them and confirm their time commitment to be deployed on the field. *Please note that DFCCIL shall insist that the proposed key staff be deployed on field in the time and manner as proposed in the work plan and staffing schedule, and shall be available for all key client meetings. Change*

of key professionals after award of contract will generally be not allowed. In case the key professionals are changed, a penalty of 20% of the contract value will be deducted for each change. Same key professional cannot be nominated by more than one firm.

4.26 Reports to be issued by the consultants as part of this assignment must be in English.

4.27 Agency/Firm shall express the price of their services in the Local currency (Indian Rupees) only.

4.28 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.29 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidders itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.30 An authorized representative of the firm shall initial all pages of the Proposal in blue ink. The representative's authorization in *original/notarized* is confirmed by a written Power of Attorney accompanying the Proposal.

4.31 Agency/Firm shall submit one "Original" proposal only. The envelopes must be clearly marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCCIL'S REPRESENTATIVES"

4.32 Completed proposal must be delivered at the clients address on or before the date and time stated in the Data Sheet. The Bidder must check if all required document are enclosed as per above in the cover 4 (Financial Proposal) and cover 3 (Technical Proposal) before submission. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

4.33 PROPOSAL EVALUATION

On the date specified in the tender notice, financial proposal of all renderers will be opened in the presence of bidders/ their representative(s).

Proposal shall be opened and evaluated based on the eligibility criteria as given in BID document as well as based on the financial offers. The final selection of the Agency/Firm will be based on lowest financial offer among successful bidders subject to fulfilling the minimum eligibility criteria and other terms and condition of BID document.

4.34 The DFCCIL will issue a letter of award to the successful Agency/Firm.

within 7 days of finalization of tender. The successful Agency/Firm will be required to execute the Contract Agreement for Communication Needs Assessment (CNA) as per General Conditions of Contract for Communication Needs Assessment (CNA) (section 7) and as amended and supplemented by Special Conditions of Contract (section 6) and (ii) furnish

security deposit. The successful Agencies/ Firms with whom the contract is awarded shall commence the assignment within 7 days from the date of issue of LOA.

4.35 Canvassing or recommendations or putting pressure from any source to influence the process of appointment of firm/ Agency by Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) will lead to automatic disqualification and bid will be summarily rejected/will not be considered.

4.36 All the copies of documents attached must be attested by a gazetted officer, or by the firm/Agency's Chartered Accounts, with proper seal and date. All documents, data and other statements in the application can be subjected to strict proof and verification by DFCC, if felt necessary.

4.37 DFCC reserves the right not to assign reasons for declining to consider any particular bid . DFCC also reserves the right to accept or reject any bid.

4.38 DFCC reserves right to terminate the appointment of firm/Agency at any time before expiry of the contract without assigning any reason by giving one month's notice.

4.39 DFCC can also terminate appointment of firm/ Agency at any time for not fulfilling any of the terms and conditions including special conditions. The firm/ Agency shall not be entitled for any damage or compensation by reason of such termination. In such cases where penalty, as decided by the Authority, is levied, this penalty will be deducted from the security deposited.

4.40. All disputes related appointment or work related, what so ever, will be subject to the jurisdiction of courts at Delhi only.

4.41 Arbitration Clause: In the event of any dispute or difference arising out of agreement (for where provision does not exist in this agreement) shall be referred to Dedicated Freight Corridor Corporation of India Ltd., New Delhi or his nominee, who shall be an Officer of DFCC, to act on his behalf and the decision of Dedicated Freight Corridor Corporation of India Ltd., or the person so appointed, shall subject to the provision of the "Indian Arbitration and Conciliation Act 1996" and amendments made therein, be final, conclusive and binding upon the parties to this agreement. The sole Arbitrator so appointed shall publish the award on all matters referred to arbitrator indicating therein, the break-up of the sums awarded separately on even individual terms of dispute.

4.42 The person authorized on behalf of Applicant firm/Agency must affix seal and sign each and every page of the application, terms and conditions, and all documents submitted (in addition to verification/attestation, if required).

4.43 It is claimed that no incidental charges of any nature will be payable by DFCC, to cover any such cost incurred by the Agency during the process of execution of work.

4.44 The DFCC, reserves the right to disallow a part or full payment against any bill, if any of the general or special conditions, is violated.

4.45 The firm/Agency will have to ensure compliance with copyright, patents and other intellectual Property laws, in all materials, including art work/design, supplied by them. The firm/ Agency will be completely liable in all such cases, and no liability shall lie with DFCC.

4.46 DFCC or its representatives have all rights to inspect firm/ Agency's premises during office hours and any record connected with the working related with DFCC.

4.47 DFCC reserves the rights to add, delete or revise any of these conditions, and also include special conditions as new ones, as and when required.

4.48 DFCC reserves the right for deduction of the DFCC's dues from firm/Agency's security amount on the following grounds:

(i) Any amount imposed as penalty/fine in default of any work, which will not exceed the cost of work. The penalty amount will be in addition to the amount withheld in bill related with work.

ii) Any amount which DFCC becomes liable to pay the Govt. / third party on behalf of any default of the firm/agency or any servant/agent.

iii) Any payment/fine made under the order/judgment of any court consumer forum of Law enforcing agency or any person working on behalf of the same.

4.49 If the Firm/agency fails to complete the work in specified time limit as stipulated by the Dedicated Freight Corridor of India Limited (DFCCIL).The DFCC will have every right to impose a penalty on the firm/agency and the amount as decided, will be deducted from the bills or security deposits of the firm/agency.

4.50 The Firm/agency would require to work according to scope of work/ TOR (Terms of Reference) as given in section 2.

CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially.

SECTION -4

EVALUATION OF TECHNICAL PROPOSAL

5.0 EVALUATION OF TECHNICAL AND FINANCIAL Proposal

5.1 The objective of the assessment

The objective of the assessment of evaluation is to select a highly capable Applicant who offers the best combination of high quality and price. The evaluation is based on lowest evaluated financial offer.

5.2 Evaluation of Technical Proposal

The Technical Proposal of the Applicants shall be examined first for responsiveness and completeness and thereafter evaluated based on the evaluation criteria.

No.	Parameters
1	Qualified & experienced Professionals in field of mass media, journalism or similar work on roll.CV 's of key experts and time commitments should be submitted.
2	Clientele including Govt. /semi Govt. and PSUs (as on on 01//12/2011) with period of Association
3	Details of turnover in similar kind of work for last 03 financial years. The turn over should not be less than 50 Lac for a financial year.
4	Details of IT Returns along with certified copies for last 03 financial years.
5	Details of experience of similar kind of work.
6	Experience in conducting public surveys.

5.3 Responsiveness and completeness

The Technical Proposal shall be first checked for responsiveness and completeness. This shall include verification whether the complete information has been submitted and the documentation is complete, whether there are any gaps, etc. DFCCIL reserves the right to outright reject technical proposals that do not conform to the formats or those that are materially deficient in documentation.

5.4 The evaluation of the tenders for the corridors will be finalized as per given below:-

Technical Evaluation shall be completed as per TOR of this RFP. After finalization of the technical evaluation, the financial bids of all technically eligible bidders will be opened and the lowest evaluated bidder shall be awarded the contract. Financial offers of technically ineligible bidders shall be returned unopened.

5.5 Evaluation criteria for Technical Proposal

The Technical Proposals that are found to be responsive and complete shall be then assessed based on the following evaluation criteria as given in section 5.2 against the requirement mentioned in the RFP.

SECTION 5

FINANCIAL PROPOSAL (PRICE BID) – STANDARD FORMS

[Comment n in brackets [] provide guidance to Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in section 2.

FIN – 1 Financial Proposal Submission Form

FIN – 2 Bidder shall quote lump sum price for the complete work.

FIN – 3 Breakdowns of Expenses

FORM FIN -1
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

The General Manager (TS& Cordination)

Dedicated Freight Corridor Corporation India Ltd.

4TH Floor, Pragati Maidan Metro station Building Complex

New Delhi – 110001, INDIA

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amounts in words and figures¹] which is price for lump sum work for Communication Needs Assessment for DFCCIL.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations up to expiration of the validity period of the Proposal i.e. before the date indicated in IFB.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any fraudulent action to influence the decision for award of work. We further undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely (Prevention of Corruption Act, 1988”).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

e-mail

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

FORM FIN-2

SCHEDULE OF RATE

Sl. No.	Description of work	Quantity	Price excluding of Taxes and Duties excluding of Service Tax (in Rs.)
1	APPOINTMENT OF AGENCY FOR COMMUNICATION NEEDS ASSESSMENT FOR DEDICATED FREIGHT CORRIDOR CORPORATION (EASTERN & WESTERN CORRIDORS)	LUMP SUM	In figure: Rs. _____ In Words: Rupees _____ _____ _____

NOTE -

- i) The above rates are excluding of all taxes and levies.
- ii) Price shall be quoted both in figure and words. For any discrepancy noticed, amount written in word shall be considered firm and final. For any correction either in figure or words shall be re-written afresh, deleting incorrect figure or words by single line, duly authenticated/signed.

(Seal & Signature of Bidder)

FORM FIN-3
BREAKDOWN OF COSTS BY ACTIVITY

Price Component	Price in INR
Remuneration	
Other Expenses	
Total	

NOTE -

1. The above rates are excluding of all taxes and levies.
2. Price shall be quoted both in figure and words. For any discrepancy noticed, amount written in word shall be considered firm and final. For any correction either in figure or words shall be re-written afresh, deleting incorrect figure or words by single line, duly authenticated/signed.
3. Total quoted above shall be the same as indicated in Form- 2.

(Seal & Signature of Bidder)

SECTION-6

PAYMENT SCHEDULE

PAYMENT SCHEDULE

The payment schedule for the aforesaid work will be as follows:

1. The 10% payment will be made to the Agency/Firm at the time of submission of Inception Report and acceptance thereof.
2. The 30% payment will be made at the time of submission of Interim Report and acceptance thereof.
3. The remaining 60% balance amount will be paid after successful completion of work i.e. submission of final Report for Communication Needs Assessment (C N A) and acceptance thereof.
4. No advance payment shall be made in any circumstances.

SECTION 7

**FORM OF CONTRACT AGREEMENT
&
GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

FORM OF CONTRACT AGREEMENT

(To be executed on stamp paper of value as per Stamp ACT)

This Agency/Firm (hereinafter called the “Agency/Firm”) is made -----
day of the -----month of -----year,

- (A) The Client vide their Letter of Invitation invited proposals for Financial offers to undertake the work of Agency/Firm Services for the {----- *name of work*-----}; the agency/Firm submitted their proposals for aforesaid work, whereby the agency/Firm represented to the Client that they had the required professional skills and Professionals and technical and financial resources and in the said proposals the Agencies/ Firms also have agreed to provide the Services to the Client on the terms and conditions set forth in this Contract; and
- (B) The Client in acceptance of aforesaid proposals of agency/Firm awarded the work of the agency/Firm.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall form an integral part of this Contract:
 - (a) General Conditions of Contract (hereinafter called “GCC”),
 - (b) Special Conditions of Contract (hereinafter called “SCC”),
 - (c) Terms of Reference
 - (d) Letter of Invitations
 - (e) Institutional Arrangements
 - (f) Project Information

(g) The following Appendices

{list of appendices for technical and financial proposals and forms of Bank Guarantees}

(h) Letter of Award for CNA(Communication Needs Assessment) Work and other correspondence mentioned therein.

In event of inconsistency in provisions of various documents, the *{as per Contract Conditions}* shall prevail.

1. The mutual rights and obligations of the Client and the agency/Firm shall be as set forth in Contract, in particular:

(a) The agency/Firm shall carry out the Services in accordance with the provisions of the contract and TOR.

(b) The Client shall make payments to the agency/Firm in accordance with the provisions of the contract.

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

FOR AND ON BEHALF OF THE
FIRM/AGENCY

FOR AND ON BEHALF OF
DEDICATED FREIGHT CORRIDOR
CORPORATION OF INDIA LIMITED

(by authorized representative)

Witness

1. -----

2. -----

(by authorized representatives)

Witness

1. -----

2. -----

GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS:

1.1 Definitions

In the contract (term defined as hereunder), the following words and expressions shall have the meanings assigned to the, unless the context requires otherwise. Words indicating persons or parties include corporations and other legal entities except where context requires otherwise.

- a. “Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect thereafter in India, including rules and regulations made therein, as may be in force and effect during subsistence of this agreement.
- b. “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these conditions, the specifications, the drawings, the schedules and further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- c. “Contingencies” means provisions for items of works which may have been overlooked or which may turn out to be necessary during progress of the services and price contingencies due to increase in international and domestic costs of person-months rates and reimbursable.
- d. “Client” means the Dedicated Freight Corporation of India Limited (DFCCIL) which expression shall also include its legal successors and permitted assigns.
- e. “Effective Date” means the date on which this Contract comes into force and effect pursuant to clause GCC 2.1
- f. “Employer’s Representative” means any officer nominated from time to time by Dedicated Freight Corporation of India Limited (DFCCIL), its legal successors and assignees to undertake various duties and functions in connection with this contract and Project.
- g. “Agency/Firm” means the person or group named in the Contract who has to perform the Services and which expression shall include his/their legal successors and permitted assigns.
- h. “Contractor” means the person who is executing the Project for the Employer and the legal successors in title to such person.
- i. “Foreign Currency” means any currency other than the currency of Government of India.

- j. “GCC” mean the General Conditions of Contract.
- k. “Government” means the Government of India
- l. “Letter of Acceptance” means the formal acceptance letter from the Employer of the Tender.
- m. “Local currency” means the currency of Government of India.
- n. . “Member in charge” or “Lead Member” means the entity specified in Special Conditions of Contract (SCC) to act on their behalf in exercising all the Consultants rights and obligations towards the Employer under this Contract.
- o. “Party” means the Employer or the Consultant as the case may be and “Parties” means all of these entities.
- p. “Period of Communication Needs Assessment(CNA)” shall mean the time between the Date of Commencement and end of Period of Completion as given in SCC.
- q. “Personnel” means the person hired by the Agencies/ Firms. “Foreign Personnel” means such personnel who at time of being hired had their domicile outside the Republic of India; “Local Personnel” means the personnel who at time of being hired had their domicile of the Republic of India.
- r. “Project” means the project named in SCC.
- s. “SCC” means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.
- t. “Services” means the work to be performed by the Consultants pursuant to this Contract as listed and described in Appendix A hereto.
 - i. “Day” means a calendar day.
 - ii. “Month” means a calendar month
 - iii “Year” means 365 days
- u. “Terms and expressions not herein defined” shall have the meanings assigned to them in the “Indian General Clauses Act, 1897”, or the “Indian Contract Act” or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be

1.2 Interpretation

In the Contract except where the context requires otherwise :

- a. words indicating one gender include all genders,
- b. words indicating the singular also include the plural and words indicating the plural also include the singular, and

- c. “written” or “in writing” means hand-written, type written , printed or electronically made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

1.3 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Agencies/ Firms.

1.4 **Governing Law and Priority of Documents**

1.4.1 Law Governing Contract

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.4.2 Jurisdiction of Courts

This is a condition of contract that the courts at Delhi / New Delhi shall have exclusive jurisdiction to try all disputes between the parties arising out of this Contract.

1.4.3 Priorities of documents

The several documents forming the contract are to be taken as mutually explanatory of one another. If any inconsistency or discrepancy is found in the documents, the Client shall issue any necessary clarification or instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence:

- a) The Contract agreement (if completed)
- b) The Letter of Award
- c) The Letter of Invitation(LOI)
- d) Terms of Reference (TOR)
- e) Special Conditions of Contract (SCC)
- f) General Conditions of Contract (GCC)
- g) The Schedules and any other document forming part of Contract.

1.4.4 Joint and Several Liabilities

If the Consultant is (Under Applicable Law), Consortium or other Incorporated Group of two or more Members:

- a. These Members shall be deemed to be jointly and severally liable to the Client for the performance of the Contract.
- b. These Members shall notify the Client of their Lead Member who shall have authority to bind the Agencies/ Firms and each of these persons; and

- c. The Agencies/ Firms shall not alter its composition or legal status without the prior written consent of Client.

1.5 Communication and Language of Contract

1.5.1 Communication to be in writing

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when

delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in SCC. Notices shall be deemed to be effective as follows:

- a. In case of personal delivery or registered mail, on delivery
- b. In case of telexes, 24 hours following confirmed transmission
- c. In case of telegrams, 24 hours following confirmed transmission, and
- d. In case of facsimiles, 24 hours following confirmed transmission.

1.5.2 Language of Contract

The Contract has been executed in English which shall be controlling language for all matters relating to meaning or interpretation of this Contract.

1.6 Location

The services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations in Government's country or elsewhere, as Employer may approve.

1.7 Authority of Member in Charge (Lead Member)

The Members hereby authorize the entity specified in SCC to act on their behalf in exercising all the agency/Firm rights and obligations towards the Client under this Contract, including without limitation receiving of instructions and payments from the Employer.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the agency/Firm may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

Unless otherwise specified in SCC, the Agencies/ Firms,Members and Personnel shall pay such taxes and duties, fees and other impositions as may be levied under the Applicable Law. All payments to both resident and non-resident agency/Firm, etc.will be subject to deduction of tax at source in accordance with the provisions of Indian Income Tax Act and any other Applicable Law.

2.0 Commencement, Completion and Modification of Contract

2.1 Effectiveness of Contract

The Contract shall come into force and effect on the date (the “Effective Date”) of the Employers notice to the agency/Firm instructing the agency/Firm to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within such time period after the date of contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than four (4) weeks written notice to the other Party, declare this

Contract null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 a. Commencement of Services

The Agency/Firm shall begin carrying out the services at the end of such time period after Effective Date as shall be specified in SCC.

b. Completion of Services

The targeted date of completion and Period of Completion shall be as specified in TOR.

2.4 Expiration of Contract

Unless terminated earlier pursuant to clause GCC 4.0 hereof, this contract shall expire when services have been complete and all payments have been made at the end of such time period after Effective Date as shall be specified in the SCC.

2.5 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise or agreement not set forth herein.

2.6 Modifications

The terms and conditions of this Contract including the Scope of Services can be modified only by written agreement between the Parties.

2.7 Liquidated Damages / Penalties for Delays and Deficiencies of Service

Time is the essence of the Contract. It shall be the bounden duty of the Agencies/ Firms to strictly adhere to time for performance of various services indicated in the Contract. Delays and deficiencies on part of Agencies/ Firms shall attract penal provisions. In case of delays without valid reason, the Agencies/ Firms shall be liable to pay liquidated damages at one-half of one percent (0.5%) per week of the Contract price subject to a maximum of ten percent (10%) of Contract price. For deficiencies in Service a fine up to a total of five (5%) of Contract value may be imposed. Besides the penalties, the Agencies/ Firms may face termination of Contract and/or debarment for any future contracts.

2.8 Force Majeure

2.8.1 Definition

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party , and which makes a party’s performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics, nuclear accidents, other catastrophic unforeseeable circumstances, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , orders of requisitions issued by Government department (herein referred to as “event”).
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of conclusion of this Contract and (B) avoid or overcome in carrying out its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.8.2 Non breach of Contract

Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.

2.8.3 Measures to be taken

- a. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in no case later than twenty one (21) days of occurrence thereof.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or Ninety days (90) days whichever is more, either party may at its option terminate the Contract.
- d. In case of doubt or dispute whether a particular occurrence should be considered an “event” as defined under this clause ,or for the duration of existence of the “event”, the decision of Employer shall be final and binding.

2.8.4 Extension of time

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

2.8.5 Payments

The Agencies/ Firms shall not be entitled to any extra payments towards reimbursements for additional costs incurred by them during the such period for purposes of the Services and in reactivating the Services after the end of such period of “event”.

3.0 Suspension

The client may, by written notice of suspension to the Agencies/ Firms suspend all or part of services and payments to Agencies/ Firms hereunder if the Agencies/ Firms fail to perform any of the obligations under the Contract, including carrying out of the Services, provided that such notice of suspension shall a) specify the nature of failure and b) request the Agencies/ Firms to remedy such failure within a period not exceeding thirty (30) days.

4.0 Termination

4.1 A. By the Client

The Client may , by a written notice of termination not less than thirty (30) days to the agency/Firm after occurrence of any of the following events specified in paragraphs (a) through (f) of this clause GCC 4.1 , terminate the agency/Firm

- a) If the agency/Firm fail to remedy a failure in the performance of their obligations hereunder, as specified in Clause GCC 3.0 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as Client may have subsequently approved in writing.
- b) If the agency/Firm become (or, if Agencies/ Firms consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of breach of Agreement;
- c) If the agency/Firm fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC hereof;
- d) If the agency/Firm submit to Client a statement , which has a material effect on the rights , obligations or interests of the Client and which Consultants know to be false;
- e) If as result of force majeure, the agency/Firm are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- f) If the agency/Firm , in the judgment of Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- g) If the Client in its sole discretion and for any reason whatsoever decides to terminate the contract.

For the purpose of this clause:

1. “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution.
2. “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

B) By the Agency/Firm

The agency/Firm may, by a not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any event specified in paragraphs (i) to (iv) of this GCC Clause 4.1(b) hereunder , terminate the contract

- (I) if Client fails to pay any money due to the agency/Firm pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof within sixty (60) days after receiving written notice from Consultants that such a payment is overdue,
- (II) if the Client is in material breach of its obligations pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof and has not remedied the same within sixty (60) days (or such longer period as the agency/Firm may have subsequently approved in writing) following the receipt by Client of the Consultants' notice specifying such breach,
- (III) if as a result of Force Majeure, the Consultants are unable to perform a material portion of Services for a period not less ninety (90) days; or if the Client fails to comply with any final decision reached as a result of Arbitration pursuant to Clause GCC 10 hereof.

4.2 **Cessation of Rights and obligations of the Parties**

Upon termination of this contract pursuant to Clause GCC 4.0 hereof, or expiration of Contract pursuant to Clause GCC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease except:

- a. Such rights and obligations as may have accrued on the date of termination or expiration;
- b. The obligation of confidentiality set forth herein under in clause GCC 5.3 hereof ;
- c. The Agencies/ Firms obligation to permit inspection , copying and auditing of their accounts and records set forth in Clause GCC 5.8 hereof; and
- d. Any right which a Party may have under the Applicable Law

4.3 Cessation of Services

Upon termination of the Contract by the Client pursuant to Clause GCC 4.0 hereof, the Agencies/ Firms shall immediately on receipt of such notice take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GCC 5.4 and GCC 5.11 hereof.

4.4 Payment upon Termination

Upon termination of this contract pursuant to Clause GCC 4.0 hereof, the Client shall make the following payments to the Consultants (after offsetting these payments any amount that may be due from the Consultant to the Client);

- a. Remuneration pursuant to Clause GGC 8 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. Reimbursable expenditures pursuant to Clause GCC 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 4.1(A) hereof, reimbursement of any reasonable cost incident to prompt and orderly termination of Contract including the cost of return travel of Agencies/ Firms personnel and their eligible dependants.

5.0 Obligations of the Consultants

5.1 General

5.1.1 Scope of work

The Agencies/ Firms shall perform the Services relating to Project. The Scope of the work/services are stated in section-3

5.1.2 Standards of Performance

The Agencies/ Firms shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, skill and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advances in technology and safe and effective equipment, machinery, materials and methods. The agency/Firm shall always act, in respect of any matter relating to this Contract or to the Services , as faithful advisers to the Client , and shall at all times support and safeguard the Clients legitimate interests in any dealings.

5.1.3 Law Governing Services

The agency/Firm shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants as well as the Personnel of the Agencies/ Firms and the Sub-Consultants comply with the Applicable Law and respect local customs.

5.1.4 Co-ordination

Where the Services include co-ordination between the agency/Firm and other agency/Firm and contractors employed on the Project, the agency/Firm shall provide such co-ordination and shall obtain, co-ordinate and submit to

the Employer's representative for his information and approval all details , drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

5.2 Conflict of Interests

5.2.1 Agency/Firm not to benefit from Commissions, discounts etc.

The remuneration of the consultants pursuant to clause GCC 8 hereof shall constitute the agency/Firm's sole remuneration in connection with this contract or the Services and, subject to Clause GCC 5.2.2 hereof, the agency/Firm shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

5.2.2 Agency/Firm and Affiliates not to engage in Certain Activities

The agency/Firm agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the agency/Firm shall be disqualified from providing goods, works or services (other than the Services under this contract and any continuation thereof) for any project resulting from or closely related to the Services under this contract.

5.2.3 Prohibition of Conflicting Activities

The Agencies/ Firms shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; and
- b) After the termination of this Contract, such other activities as may be specified in the SCC.

5.3 Confidentiality

The Agencies/ Firms and the Personnel of either of them shall not, either during the term or within 90days after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

5.4 Documents to be property of Client and Intellectual Property Rights

All plans, drawings, specifications, designs, reports, other documents and software prepared by the agency/Firm for the Client for performance of the Services under this Contract shall become and remain the property of the Client, with the full copyright vested in the Client and the agency/Firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The agency/Firm may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

5.5 Liability of Agency/Firm

Subject to additional provisions, if any, set forth in the SCC, the agency/Firm' liability under this Contract shall be as provided by the Applicable Law.

5.6 Publications

Any publication of material relating to Services (other than proprietary and confidential information as covered under Clause GCC 5.2.4 hereof) shall be subject written approval of Client during the term of contract or within two (2) years of expiration or termination of this Contract.

5.7 Indemnity and Insurance

1. The Agencies/ Firms (a) shall take out and maintain, and shall cause any Sub- agency/Firm to take out and maintain, own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Client's request, shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid.
2.
 - (a)The agency/Firm shall indemnify, protect and defend at agency/Firm own expense the Client, its agents and employees from and against any and all actions, claims, losses or damages arising out of agency/Firm failure to exercise the skill and care required under Clause GCC 5.1.2 hereof, provided, however;
 - (b) In addition to any liability agency/Firm may have under the above agency/Firm shall, at its own cost and expense, upon request of Client,

re-perform the services in the event of Agencies/ Firms failure to exercise the skill and care required under Clause GCC 5.1.2 hereof.

5.8 Accounting, Inspecting and Auditing

The agency/Firm (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC; (ii) shall permit the Client or its designated representative periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the agency/Firm and to have them audited by auditors appointed by the client.

5.9 Agencies/ Firms Actions requiring Prior Approval of Client

The agency/Firm shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Appointing such members of the Personnel as are listed in Appendix C ("Agency/Firm ' Key Personnel")
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract; and
- (c) taking any action under an EPC/Design and Build Contract(or any other contract for the construction of the Project) designating the agency/Firm as “Engineer” for which action , pursuant to such Contract , the written approval of Client as “Employer” is required.

5.10 Reporting Obligations of agency/Firm

The agency/Firm shall submit to the Client the reports and documents

Specified in Appendix B hereto, in the form, in the numbers and Within the time periods set forth in the said Appendix.

5.11 Client’s equipment and materials

Equipment and materials made either available to the agency/Firm by the Client, or purchased by the agency/Firm with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the agency/Firm shall make available to the Client an inventory of such equipment and materials and

shall dispose of- such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the agency/Firm, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. All such material and equipment shall be maintained by the consultants with proper care and diligence save normal wear and tear.

5.12 Performance Guarantee

5.12.1 The Performance Guarantee shall be as specified in SCC.

5.12.2 The Client reserves the right to forfeit the Performance Guarantee amount, in the event of termination of contract in accordance with Clauses GCC 4.1 A (a) to (e) and (f).

5.12.3 In the event of any defect coming to notice of Client during the period from actual date of completion of Services and the period of validity of the Performance Guarantee as per this Contract, and in the eventuality of Agencies/ Firms failing to rectify the same, the Client will forfeit the amount of Performance Guarantee.

6.0 Agencies/Personnel

6.1 General

The Agencies/ Firms shall employ and provide such qualified and experienced Personnel are required to carry out the CNA .

6.2 Description of Personnel

(a) The selected agency/ firm will provide the detailed, titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out the communication needs assessment of each of the Key Personnel associated with the work. The agency/firm will provide the details in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 5.1.2 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel" set forth in Appendix C may be made by the Agencies/ Firms by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 8.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

- (c) If additional work is required beyond the scope of the work specified in section-3, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Agencies/ Firms provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 8.1 (b) of this Contract.

6.3 Client's Approval of Personnel

The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Agencies/ Firms propose to use in the carrying out of the Services, the Agencies/ Firms shall submit to the client for review and approval a copy of their biographical data and (in the case of Key personnel to be used within the country of the Government) a copy of a satisfactory medical certificate in the form attached hereto as Appendix D. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.

6.4 Working Hours,

- (a) Working hours and holidays for Key Personnel are set forth in Appendix E hereto. To account for travel time, foreign Personnel carrying out Services inside the Government's country shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival in (or after their departure from) the Government's country as is specified in Appendix E hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix E hereto and except as specified in such Appendix, the Agencies/ Firms remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set for in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Client and the Consultants shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

6.5 Change of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agencies/ Firms (e.g. death, physical disability or other exceptional

circumstances), it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agencies/ Firms shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Agencies/ Firms may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Agencies/ Firms shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel/Professionals provided as a replacement shall not exceed 85% of the remuneration which would have been payable to the Key Personnel/Professionals replaced except in case of death. (iii) for total replacement up to 25% of Sub-Professional staff, remuneration shall be reduced by 5% (iv) for total replacement up to between 25% to 50%, of Sub-Professional staff remuneration shall be reduced by 15% and (v) for total replacement beyond 50% of the total of key personnel/Professionals and Sub-Professional staff, the client may initiate action for termination and/or debarment of such Agencies/ Firms for future projects of the Client.

6.6 Resident Project Manager

If required by the SCC, the Agencies/ Firms shall ensure that at all times during the Consultants' performance of the Services in the Government's country a Resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

7.0 Client's Obligations

7.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

- (a) provide the Consultants, Personnel with such documents as shall be necessary to enable the Consultants, or Personnel to perform the Services;
- (b) Provide to the Agencies/ Firms, and Personnel any such other assistance as may be specified in the SCC.

7.2 Access to Land

The Client shall facilitate Agencies/ Firms, unimpeded access to all land in the Government's country in respect of which access is bonafide required for the performance of the Services. The Agencies/ Firms will, however, be responsible for any damage to such land or any property thereon resulting from such access caused by the default or negligence of the Agencies/ Firms of either of them and shall indemnify the Client against such liabilities.

7.3 Changes in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Agencies/ Firms in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agencies/ Firms under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 8.1(b).

7.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on

- (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services,
- (ii) (the manner in which the Consultants shall procure any such services, facilities and property from other sources, and
- (iii) The additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 8.1(c) hereinafter.

7.5 Payment schedule:

In consideration of Services successfully and satisfactorily performed by the Agency/ Firm under this Contract, the Client shall make 10% payment at the

time of submission of Inception report 30% after submitting Interim report and full & final payment will be made after satisfactory completion of entire work.

7.6 Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Agencies/ Firms as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Agencies/ Firms ' advice, as shall be specified in such Appendix F. Counterpart personnel shall work under the exclusive direction of the Agencies/ Firms. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Agencies/ Firms which is consistent with the position occupied by such member, the Agencies/ Firms may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Agencies/ Firms as and when specified in Appendix F, the Client and the Consultants shall agree on
 - (i) how the affected part of the Services shall be carried out, And
 - ii) the additional payments, if any, to be made by the Client to the Agencies/ Firms as a result thereof pursuant to Clause GCC 8.1(c) hereof.

7.7 Decisions of Client

On all matters properly referred to it in writing by the Agencies/ Firms, the Client shall give a decision in writing within a reasonable time.

8.0 Payments to the Consultants

8.1 Cost Estimates and Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in Local Currency is set forth in Appendix H.
- (b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 8.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. The Agencies/ Firms shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GCC 8.1(b) hereof, if pursuant to clauses GCC 7.3,7.4 or 7.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Agencies/ Firms in order to cover any necessary additional expenditures

not envisaged in the cost estimates referred to in Clause GCC 8.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 8.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

8.2 Currency of Payment

- (a) Foreign currency payments shall be made in the currency or currencies Specified as foreign currency or currencies in the SC, and local currency Payments shall be made in the currency of the Government.
- (b) The SCC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency,

8.3 Advance Payments, Bank Guarantee, Mode of Billing and Payment

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

- (a) The final payment (excluding the Performance Guarantee) under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agencies/ Firms and approved as satisfactory by the Client. The Services shall be deemed completed and
- (b) finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Agencies/ Firms specifying in detail deficiencies in the Services, the final report or final statement. The Agencies/ Firms shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Agencies/ Firms to the Client within thirty, (30) days after receipt by the Agencies/ Firms of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (c) All payments under this Contract shall be made to the account of the Agencies/ Firms specified in the SCC.

9.0 Fairness and Good Faith

9.1 Good Faith

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

9.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 10 hereof.

10.0 Settlement of Disputes

10.1 Amicable Settlement

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

10.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either party for settlement through Arbitration in accordance with the Rules stipulated in SCC.

10.2.1 Demand of Arbitration

The demand for arbitration shall specify the matters, which are in question, or subject of the dispute/s or differences/s as also amount of claim item wise. Only such dispute/s or difference/s in respect of which demand has been made by the party/parties shall be referred to Arbitration. And other matters shall not be included in reference.

10.2.2 Nomination of Arbitrators/Sole Arbitrator

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide

a panel of three arbitrators which may also include DFCCIL officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include DFCCIL officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor did arguments put before the Engineer for the purpose of obtaining his decision.

No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Delhi only. The language of proceedings of documents and communication shall be English.

This is a condition of contract agreement /Arbitration that Arbitrators so nominated shall be professional Engineers/s. In case of 3 Arbitrators, one of the arbitrators shall be an accounts officer.

This is also a condition of contract that in case above procedure for nomination of arbitrator/s cannot be adopted due to whatsoever reason may be, then it will be deemed that no arbitration clause exist in contract agreement and normal law of land shall prevail to settle the disputes.

10.2.3 No Suspension of Work.

The reference to arbitration shall proceed notwithstanding that works shall not then be or be alleged to be complete, provided always that the obligations of the

Client, and the Agencies/ Firms shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of

arbitration and payments to the Agencies/ Firms shall continue to be made in terms of the Contract.

10.2.4 Award to be binding on All Parties.

The award of the sole arbitrator or a bench of three arbitrators shall be binding on all parties.

10.2.5 Rules Governing the Arbitration Proceedings.

The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the reference is made.

10.2.6 Substitute Arbitrators:

If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

10.2.7 Interest on Awarded Amount

Where the arbitral award is for payment of money, no interest shall be payable on the whole or any part of the money for any period till the date on which the award is made.

10.2.8 Fee to Arbitrators

The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fees of the Arbitrator(s) as per the rates fixed by the DFCCIL from time to time.

Appendix A:
Description of the Services

As per TOR

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B:

Reporting Requirements

As per TOR

[The Agency/Firm will provide 10 no. of copies of each Report. The report should be Printed and mounted properly. The no of copies may be increased as per the requirement and no extra payment will be made for those extra copies of the Reports".]

Appendix C:

Key Personnel and Sub-consultants

NOT APPLICABLE

Appendix D:

Medical Certificate

NOT APPLICABLE

Appendix E:

Hours of Work for Key Personnel

NOT APPLICABLE

Appendix F:

Duties of the Client

- 1. The DFCCIL will provide the assistance in regards to arrange the meetings with their officials and assist the agency's key personnel's for CNA related work. no other facilities will be provided by the DFCCIL..*
- 2. Guidance/assistance without any financial implication shall be provided by the field offices of DFCCIL.]*

Appendix 'G'

(NOT APPLICABLE)

Appendix H:

Cost Estimates in Local Currency

(Not applicable)

SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	AMENDED/SUPPLEMENTED AS
1.5.1	<p>The addresses are: The General Manager (TS& Coordination) Dedicated Freight Corridor Corporation India Ltd. 4TH Floor, Pragati Maidan Metro station Building Complex New Delhi – 110001, INDIA Attn: The General Manager (TS& Coordination) Tel: 011-23379834 Fax: 011-23454822</p> <ul style="list-style-type: none"> • For Agency/Firm : <p>Attn.: Tel: Facsimile (fill in the blanks)</p>
1.7	<p>The Member in Charge is: { } (To be filled by Bidder)</p>
2.2	<p>The Time period shall be 4(four) weeks or such time period as the party may agree in time.</p>
2.3 (a)	<p>The time period to begin carrying out the work shall be one week from the awarding of the contract.</p>
2.3 (b)	<ul style="list-style-type: none"> • The Time period shall be 75 days.
2.6	<p>The Client may notify the agency/Firm to alter, amend, omit, add to, or otherwise vary the Services on same rates, terms and conditions and the Consultants shall be bound by such variations.</p>
2.7.	<p>Sample deficiencies and delays in Services may include but not limited to:</p> <ol style="list-style-type: none"> 1. Not acting impartially or acting in collusion with Contractor(s) in recommending progress/completion of works. 2. Not keeping proper records regarding quality control, inspections,

	<p>and rejection/rectifications of work.</p> <ol style="list-style-type: none"> 3. Failure to give proper and timely advice to Client/Contractor to enable correction during execution. 4. Delays in checking and approval of reports. 5. Refusing to give reasons for recommendations when called for by the Client. 6. Not being fully conversant with Rules and Regulations, Manuals, Specifications, Standards, etc. 7. Certifying Sub-standard work. 8. Not exercising required scrutiny. 9. Permitting subletting of any part of work without authorization from Client.
5.4	The agency/Firm shall not use these document for purposes unrelated to this Contract without prior written approval of the Client.
5.5	<p>Limitation of the Consultants' liability towards the Client:</p> <ol style="list-style-type: none"> (a) Except in case of gross negligence or willful misconduct on the part of the agency/Firm or on the part of any person or firm acting on behalf of the agency/Firm in carrying out the Service, the Consultants, with respect to damage caused by the agency/Firm to Client's property, shall not be liable to the Client: <ol style="list-style-type: none"> (i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (A) the total under this contract including reimbursable etc. or (B) the proceeds the agency/Firm may be entitled to receive from any insurance maintained by the Consultants to cover such a liability , whichever is higher. (b) This limitation of liability shall not affect the agency/Firm' liability, if any, for damage to Third Parties caused by the agency/Firm or any person or firm acting on behalf of the agency/Firm in carrying out the Services.
5.7	<p>The risks and coverage shall be as follows:</p> <ol style="list-style-type: none"> (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1998 in respect of motor vehicles operated in India by the agency/Firm or any sub-consultants or their Personnel. (b) Third Party liability insurance with a minimum coverage equal to 50% of the contract value for the period of agency/Firm

	<p>(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the agency/Firm in accordance with relevant provisions of Applicable Law , as well as, with respect to such Personnel , any such life , health, personal accident, travel , household or other insurance as may be appropriate; and</p> <p>(d) Professional Liability insurance with a minimum coverage equal to total contract value for this Contract; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) any documents prepared by the agency/Firm in performance of the Services.</p>
8.1(a)	The cost of Services under this Contract shall be paid in Indian Rupees (INR) only.
8.1(b)	All payments under this Contract shall be made in Indian Rupees (INR) only.
8.1(c)	Payment shall be made as per schedule given in section -6.