



## REQUEST FOR PROPOSAL DOCUMENT FOR

### Project Management Consultancy for:

- a. Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between -Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

- b. Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

**Issued on 06-09-2013**

**NCB Bid Document No.: HQ/EN/EC/NKWD-NGAQ/Sone-RFO/PMC**

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

## **DISCLAIMER**

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

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

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

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

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

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

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

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

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# **SECTION 1**

**Notice Inviting 'Request for Proposal'**

## Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

### **SECTION 1** **NOTICE INVITING 'REQUEST FOR PROPOSAL'**

Ref: HQ/EN/EC/NKWD-NGAQ/Sone-RFO/PMC

DATED: 06-09-2013

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

**a.** Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

**b.** Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

**2. Period of Completion for Consultancy Works: 1216 days + 24 months defect liability (Notification) period.**

**3. Scope of Consulting Services:** The scope of the Project Management Consultancy Services required by DFCCIL for the above mentioned Project is detailed in Section 4 (Terms of Reference) of the RFP Document.

**4. RFP Documents:** The interested Consultants may obtain further information from the 'Request for Proposal Document (RFP)' which can be obtained between 10.00 hrs and 17.00 hrs on all working days from **09-09-2013 to 22-10-2013** in person from the DFCCIL Office at the address, given in paragraph 8 below, on payment of non-refundable document fee of **Rs. 10,000/- (Rupees Ten Thousand only)** in the form of Demand Draft/ Pay Order/Banker's Cheque from any Scheduled Bank/ Nationalised Bank in favour of '**Dedicated Freight Corridor Corporation of India Limited**' payable at Delhi/New Delhi.

RFP Documents requested by post will be dispatched by courier on payment of an extra amount of Rs 1,000/- (Rupees One Thousand only).

**5.** RFP document can also be downloaded from Dedicated Freight Corridor Corporation of India Limited websites [www.dfcc.in](http://www.dfcc.in) and [www.dfccil.org](http://www.dfccil.org) and the bids can be submitted on the downloaded document along with a separate demand draft/ Pay Order/Banker's Cheque for an amount of Rs.10,000/- (Rupees Ten thousand only) from any scheduled bank/ nationalised bank, in

favour of 'Dedicated Freight Corridor Corporation of India Limited' payable at Delhi/New Delhi, towards the cost of RFP documents at the time of tendering in a separate envelope marked "cost of RFP document" failing which the offer will be summarily rejected. Please note that, if any drawings are referred to in the RFP document, the cost of such drawings shall be inclusive in the cost of RFP document. For viewing the drawings and to have a copy of the same, the Bidder can contact this office on any working day. It will be the responsibility of the bidder to check and see any addendum/corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all addendum/corrigendum. No Addendum/Corrigendum will be published in News Papers and will be hosted on DFCCIL website only.

6. **Bid Security:** The proposals must be accompanied by Bid Security of **INR 34.50 Lakhs** in the form of FDR/Demand Draft / Pay Order drawn on any Scheduled Bank / Nationalised Bank in India. Bid security may also be in the form of Bank Guarantee drawn on any Scheduled/ Nationalised Bank in India. Non submission of the requisite Bid Security shall lead to summary rejection of the proposal.
7. **Receipt of Proposals:** Sealed proposals should reach DFCCIL at the address given in Para 8 below not later than **15:00 Hrs on 23.10.2013**. Bids will be opened on the same day at **15:30 hours** in presence of Consultants' representatives who choose to attend. Dedicated Freight Corridor Corporation of India Limited will not be responsible for any delay in receiving the RFP documents by the Consultant or in receipt of their proposals. DFCCIL reserves the right to accept/reject any or all proposals without assigning any reason thereof. **Proposals received after 15:00 Hrs on 23.10.2013 shall not be considered and shall be returned to the bidder unopened.**
8. The Consultancy firms will be selected based on fulfilling the eligibility criteria detailed in this RFP document.

9. **Address For Communication:**

Group General Manager/CO/EC, Room No 513, Dedicated Freight Corridor Corporation of India Limited, 5th Floor, Pragati Maidan Metro Station Building Complex, New-Delhi-110 001.	<b>Tel No. 011-23454680</b> <b>Telefax No. 011-23454682</b> <b>Mobile No. 9717636828</b> <b>Email: rprasad@dfcc.co.in</b>
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10. **Pre-Bid Meeting:** - A pre-bid meeting will be held on **25.09.2013 at 15:00 Hrs** in the Corporate Office of Dedicated Freight Corridor Corporation of India Limited, at 4<sup>th</sup> floor, Pragati Maidan Metro Station Building Complex, New Delhi- 110 001 to clarify any issues and answer any queries on any matter relating to the services, as stated in the clause 2 of ITC.

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

# **SECTION 2**

**Instructions to Consultant, Data Sheet and  
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## **A. DEFINITIONS**

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

## **B. INSTRUCTIONS TO CONSULTANTS (ITC)**

### **1. INTRODUCTION:**

#### **1.1 General:**

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

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

a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

b) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

DFCCIL is in the process of engaging two agencies for execution of the works (a) and (b) above.

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

#### **1.2 Selection of Consultant:**

1.2.1 DFCCIL invites bids consisting of Technical and Financial Proposal for engagement as Project Management Consultant under single stage two packet system. This Request for Proposal (RFP) document for engaging PMC describes the role of Project Management Consultant / scope of the consultancy services, terms and conditions, institutional arrangements,

project information, formats for submitting technical proposal and financial proposals, General Conditions of Contract. DFCCIL reserves the right to change/ modify/ amend any or all of the provisions of this RFP Document. Any such change / modification/ addendum shall be uploaded on DFCCIL website [www.dfcc.in](http://www.dfcc.in). and [www.dfccil.org](http://www.dfccil.org). Bidders are advised to visit DFCCIL website regularly for the above.

### 1.2.2 Eligibility and Minimum Qualification Criteria:

The firm has to qualify for the following:

- i) **Eligibility:** Only firms that are registered or incorporated in India are eligible to compete.
- ii) **Minimum value of eligible consultancy contract:-**The firms should have completed project management consultancy services involving Earthwork/ Bridges on Highways/Railways/ Metro Railways /Suburban Rail Transit System in last **5(five)** financial years and the current financial year up to the date of submission of proposal, of minimum value as indicated below -

No	Subject	Requirement	Single Entity	Joint Venture
1.	Eligible consultancy contract/ Eligible assignment	<p>i) The applicant / JV Firm or lead member of the JV firm must have substantially* completed one contract of Project Management Consultancy services , in the last 5 (five) financial years and the current financial year up to the date of submission of proposal, involving works as mentioned below of overall minimum value of <b>Rs 4 Crores(Rs Four Crores) -Earthwork and/or Bridges on Highways/Railway / Metro Railway/ Suburban rail transit system</b></p> <p>ii) The applicant/JV firm or any member of the JV firm must have completed Project Management consultancy services of at</p>	<p>Must meet requirement</p> <p>Must meet requirement</p>	<p>Existing JV Must meet requirement</p> <p>Or</p> <p>Lead member of new JV firm must meet requirement</p> <p>Existing JV Must meet requirement</p> <p>Or</p> <p><b>Any member of new JV firm</b></p>

No	Subject	Requirement	Single Entity	Joint Venture
.		least one <b>Single bridge/ via-duct/elevated metro via duct of overall Length of 300 m or more (excluding length of approach embankment).</b>		must meet the requirement

**Note:**

- 1) *\*Substantially completed contract/Consultancy will be one in which 80% work satisfactorily completed in financial terms (i.e. payment equal to 80% of the contract/Consultancy value has been received).*
- 2) **The work shall be certified by the client for whom these works have been done/ are being done which should be a government or quasi-government organisation.**
- 3) *In case of payment received in foreign currency, currency conversion rate as on the date of 28 days prior to bid submission shall be taken for converting amount in Indian Rs.*
- 4) *In case of an existing JV as bidder the technical and financial criteria may be satisfied by JV.*
- 5) *In case the applicant is a new JV firm Value of substantially completed work done by a member of JV in earlier JV firms shall be reckoned only to the extent of concerned member share in that JV firm for the purpose of satisfying its compliance to the minimum value of eligible consultancy contract criteria in Bid under consideration.*
- 6) *For the purposes of determining Conditions of Eligibility and for evaluating the Technical Offers under this Bid, project management consultancy services shall mean construction supervision/monitoring, design review involving work as mentioned in the above table.*

iii) **Turnover:**

Total turnover in immediately preceding three financial years shall be as indicated in Data Sheet (Annexure 1) of Section-2 of RFP.

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

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

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

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

In case of failure of deployment of such persons, DFCCIL will be entitled to impose a penalty of Rs1500/- or 1.0% of the agreed monthly billing rate of the personnel, whichever is higher per day per person for each day of delay beyond 40 days.

- v) **Staffing Schedule:** The firm will be required to submit an undertaking that consultant shall deploy the personnel as per DFCCIL's advice from the Staffing schedule which will be decided by DFCCIL.
- vi) **Approach and Methodology:** The firm will require to submit a preliminary approach and methodology for the project with the Bid document which will be evaluated as per clause 1.4.3 of Data Sheet (Attachment 1- Criteria for Evaluation & Selection, Section 2).

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

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

(viii) The Consultant shall be disqualified if:

- (a) The Consultant or any of its partners included in the RFP application has been banned for business with Ministry of Railways along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (<http://www.indianrailways.gov.in/> Railway Board) of Civil Engg Directorate of Railway Board pertaining to Banning of Business, with the Banning being valid as on the last date of submission of the Bid.
- (b) Any previous contract of the consultant or any of its constituents had been terminated/rescinded for contractor's failure by Dedicated

Freight corridor India Limited (DFCCIL) during the period of last 2 years before the deadline for submission of proposal;

Provided, however, there is no stay order or declaration by any Court against such termination or rescission of the Contract by the DFCCIL.

- (c) The consultant or any of its constituents has been imposed liquidated damages of 5% or more of contract value by DFCCIL due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of proposal, unless it has been set aside by the competent authority. (2 years shall be taken from the date on which the L.D imposed has exceeded 5% of the contract price).
- (d) The consultant or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the deadline of submission of proposal.
- (e) The consultant is found ineligible by the Employer, in accordance with ITC-1.7.
- (f) The consultant or its constituent(s) has been declared by DFCCIL to be a poor performer in any earlier contract and the period of poor performance is still in force on the deadline for submission of proposal.
- (g) The consultant or any of its constituent(s) has been issued a show cause notice for poor performance/banning/black listing of business or order for suspension of business by the Competent Authority of DFCCIL. However if the consultant is exonerated of the default before completion of the technical evaluation of proposals, his proposal will be considered for evaluation.
- (h) The consultant or any of its constituents have changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.

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

- 1.2.2.1 Consultants are advised that selection of Consultants will be entirely at the discretion of DFCCIL. Consultants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or the selection will be given.
- 1.2.2.2 Any information contained in the Bid shall not in any way be construed as binding on DFCCIL, its agents, successors or assigns, but shall be binding against the Consultant if the Consultancy work is subsequently



awarded to that Consultant under the Selection Process on the basis of such information.

- 1.2.2.3 DFCCIL reserves the right not to proceed with the Selection Process at any time without notice or liability and to reject any Bid without assigning any reasons.

### **1.3 Familiarization of Site and other details of the Project:**

- 1.3.1 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the project site.

- 1.3.2 The Design & Build Bid Documents, related drawings, and DFCCIL Standard Specifications of the works; for which the present consultancy services are called for; are available in the Office of the Employer at the address specified in Data Sheet. . The bidding documents for these Design & Build works contracts are also available on the websites [www.dfcc.in](http://www.dfcc.in) and [www.dfccil.org](http://www.dfccil.org) along with all the addendum/corrigendum issued, if any. The Consultants may examine these documents in this Office at any time during the working hours if so desired.

### **1.4 Examination of RFP Documents:**

In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested in the RFP documents may result in rejection of Proposal.

### **1.5 Conflict of Interest:**

- (i) A Consultant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Consultant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DFCCIL shall forfeit and appropriate the EMD in full, without prejudice to any other right or remedy that may be available to the DFCCIL hereunder or otherwise.
- (ii) the DFCCIL requires that the Consultant provide professional, objective, and impartial advice and at all times, hold the DFCCIL’s interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the DFCCIL.
- (iii) without limiting the generality of the above, a Consultant shall be considered to have a Conflict of Interest that affects the Selection Process, if such Consultant has a relationship with another Consultant,

directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each other, and if:

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

cases where the direct or indirect shareholding of a Consultant or its constituent/Member (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Consultant or its constituent/Member, as the case may be) in the Contractor(s) or its constituent/Member is less than 5% (five percent) of the paid up and subscribed share capital of such Contractor(s) or its constituent/Member; provided further that this disqualification shall not apply to a bank, insurance company, pension fund, mutual fund or any financial institution that is included under the FEMA(notification No. FEMA.131/2005-RB dated 17th March, 2005), provided further that its direct or indirect shareholding doesn't exceed 26% of the paid up and subscribed share capital of the Consultant or its constituent/Member, as the case may be (for avoidance of doubt the indirect shareholding shall be reckoned by multiplying the percentage shareholding in each successive layer).

## **1.6 Eligible Bidders**

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

- a. In case of Single Entity:**
  - i. **The applicant should be an Indian firm**
  - ii. Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.
- b. In case of Joint Venture:**
  - i. Separate identity/name shall be given to the Joint Venture Firm.
  - ii. Maximum number of partners in the JV shall be limited to 3 (Three).
  - iii. A member of JV firm shall not be permitted to participate either in individual capacity or as a member of another JV firm in the same bid.
  - iv. The bid document can be purchased in the name of the Bidder/ JV Firm or Lead partner of JV firm.
  - v. One of the members of the JV firm shall be its lead member who shall have majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each in case of JV firms with upto 3 members.
  - vi. **In case of JV firm with foreign member(s), the lead member has to be an Indian firm with a minimum share of 51%.**
  - vii. Bidder from a country may be excluded if as a matter of law or official regulations the Government of India (GOI) prohibits commercial relations with the country.
  - viii. Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for consultancy in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the

- loss, damages caused to the DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- ix. Duration of the Joint Venture Agreement - shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability(Notification) period after the work is completed.
  - x. Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
  - xi. The JV shall nominate a representative (from lead partner only) who shall have the authority to conduct all business for and on behalf of JV during the bidding process and subsequent stages.
  - xii. **BID SECURITY shall be submitted by JV Firm/Lead Member of the JV Firm. BID SECURITY submitted by the Lead Member shall be deemed as BID SECURITY submitted by JV Firm.**
  - xiii. A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV firm, their share and responsibility in the JV firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
  - xiv. Once the bid is submitted, the MOU shall not be modified / altered / terminated during the validity of the bid. In case the bidder fails to observe/comply with this stipulation, the full Bid Security Deposit shall be liable to be forfeited.
  - xv. Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of the JV Firm shall not be allowed to be modified except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
  - xvi. Similarly, after, the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
  - xvii. On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per bid conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
  - xviii. On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV

Firm to the DFCCIL before signing the contract agreement for the work. In case the bidder fails to observe/comply with this stipulation, the full BID SECURITY shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV.

- xix. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the *written* consent of the other members and that of the employer (DFCCIL) in respect of the said bid/*contract*.
- xx. In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted
  - a) Notary certified copy of the Partnership Deed
  - b) Consent *of* all the partners to enter into the Joint Venture/Agreement on a stamp paper of appropriate value (in original).
  - c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- xxi. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be *enclosed* :  
Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other *partners* to act on behalf of HUF.
- xxii. In case one or more members is/are limited companies, the following documents shall be submitted
  - a. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
  - b. Copy of Memorandum and Articles of Association of the Company.
  - c. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.
- xxiii. In case the applicant is a JV firm Value of substantially completed work done by a member of JV in earlier JV firms shall be reckoned only to the extent of concerned member share in that JV firm for the purpose of satisfying its compliance to the minimum value of eligible consultancy contract in Bid under consideration

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

## **1.7 Fraud and Corruption:**

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

## **1.8 Only One Proposal:**

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

## **1.9 Proposal Validity**

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

validity period of their Proposals. Consultants have the right to refuse to extend the validity period of their Proposals.

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

## **2.0 CLARIFICATIONS AND AMENDMENTS TO RFP DOCUMENTS**

**2.1 'Pre-bid Meeting':** A pre-bid meeting will be held on the date and time specified in Data Sheet.

**2.2 Clarifications:** Consultants may request a clarification of any of the RFP documents up to three (3) days prior to pre-bid meeting date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The Employer will respond by giving remarks on queries by uploading the same on DFCCIL website without identifying the source of inquiry. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure detailed under Sub-Clause 2.3. The Bidders are requested to see DFCCIL website regularly for above.

**2.3 Addendum:** At any time prior to the submission of Proposals, the Employer may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an addendum. Addendum shall also be uploaded on DFCCIL web site. To give Consultants reasonable time to take an amendment into account in their Proposals, the Employer may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission. The bidders are requested to see DFCCIL website regularly for above.

## **3.0 PREPARATION OF THE PROPOSAL**

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

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

## **4.0 THE PROPOSAL**

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

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

**4.3 Documents Comprising Proposal Format**

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

S.N.	Particulars	Remarks	
1.	<b>Technical Proposal</b>	In a separate sealed envelope superscripted "Technical Proposal" in accordance with clause 5 of section 2	
	i)	Technical Proposal submission Form	Form- 1 A
	ii)	Power of Attorney Format	Form- 2
	iii)	Consultant's Information Sheet	Form- 3
	iv)	Detail of experience of PMC Contracts where consultant has rendered PMC services.	Form- 4
	v)	Key Personal Qualification and Experience	Form 5A
	vi)	Summary of Key Personal	Form 5B
	vii)	Curriculum Vitae of Key personnel	Form 5C
	viii)	Preliminary Approach & Methodology proposed for performing assignment	Form 6
	ix)	Firms Financial Data	Form- 7
	x)	Balance Sheets	For last 3 years
	xi)	Bid Security (Bank Guarantee)	Form- 9 - <b>Deleted</b>
	xii)	Proof of payment of : a) cost of RFP document b) Bid Security.	In separate envelopes superscribed "Cost of RFP document and Bid Security". To be packed within the envelop superscripted "Technical Proposal".



S.N.	Particulars		Remarks
	xiii)	Affidavit as per clause 1.2.2 (viii) of Section 2	Form-11
	xiv)	EQC information sheet	Form -12
	xv)	Joint Bidding Agreement (if applicable)	Form-13
2	<b>Financial Proposal</b>		<b>In a separate sealed envelope superscripted “Financial Proposal” in accordance with clause 5 of section 2</b>
	i)	Financial Proposal submission Form	Form- 1 B
	ii)	Remuneration : Proposed Billing Rates for Experts	Form- 10

4.3.2 The proposal must be submitted in hard copy.

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

- (i) Form-1B in Section-3, forming the covering letter for proposal.
- (ii) Form-10 shown in Section-3 relate to the costs of consulting services under Remuneration, office supplies, Transportation, reports etc.
- (iii) Remuneration is divided into billing rate estimates for consultants.
- (iv) Form-10 specifies the proposed cost(s) and the figures provided therein will be read out aloud at the public opening of Financial Proposals.
- (v) Form-1 B and 10 should be typed on the Consultants’ Letter Heads exactly in the same format of the forms.
- (vi) **In Form-1A & 1 B, an undertaking is to be given that, in preparation and submission of the Technical and Financial information, Consultants have:**
  - Not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents; and
  - Agreed to allow DFCCIL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant’s Proposal and to the performance of the ensuing Consultant’s Contract.

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

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

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

#### 4.4 **Proposal Content:**

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

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

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

#### 5.1 **Submission of Fully Responsive Proposal:**

5.1.1. The Consultant shall submit a fully responsive proposal including all the supporting documents requested in the RFP. Non-compliance with important requirements may result in rejection of the proposal. Once the proposals are received and opened, consultants shall not be required nor permitted to change the substance, the key staff, quoted fee and so forth except at the time of negotiations (if held) carried out in accordance with the provisions of the RFP. However, the Employer may ask in writing from the Consultant any clarifications/information based on the documents submitted with the proposal considered necessary for evaluation, but not having any affect on the quoted fee and the substance of the proposal. Proposals must be delivered at the address given in the Data Sheet (Section 2) on or before the time and date stated in the Data Sheet or any new date established by the DFCCIL according to provisions of Sub-Clause 2.3 of this section.

5.1.2 The Consultants shall submit the proposals ensuring the following:

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

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

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

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

## **5.2 Submission of Proposals:**

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

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

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

BID DOCUMENT NO.

DUE ON :

*(Do not open before Due Date)*

**TECHNICAL/FINANCIAL PROPOSAL(Tick the Appropriate)**

To

*(Address as specified in Data Sheet)*

From:

*(Name and address*

*of Consultant).....*

### 5.3 Deadline for submission of Proposals:

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

### 5.4 Bid Security:

#### 5.4.1

- (a) **The bid security as stated in Data sheet may be furnished in the form of a FDR/ Bank Draft/ Pay Order drawn on a Scheduled/Nationalised Bank in India in favour of “Dedicated Freight Corridor Corporation of India Limited” payable at Delhi/New Delhi. FDR for Bid Security shall remain valid for a period of 90 days beyond the validity of the proposal.**
- (b) Non submission of requisite Bid security in the form as specified above will lead to summary rejection of the proposal and such proposal shall be returned unopened.

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

5.4.3 The Bid security may be forfeited:

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

## 5.5 Modifications/ substitution of Proposals:

5.5.1 Modification/ Substitution of proposal shall not be permitted.

## 5.6 Opening of Proposals:

- 5.6.1 (a) The Employer will open the proposals at the time and place specified in the ITC Data Sheet. Consultant's representatives may attend the opening, and those who are present shall sign a register evidencing their attendance.
- (b) No proposal shall be rejected at the proposal opening stage, except for the proposal received after due date and time of receiving the proposal which shall be returned unopened to the consultant pursuant to clause 5.3
- (c) The sealed envelope/packet superscripted "TECHNICAL PROPOSAL" will be opened. The relevant details will be noted in the Register.
- (d) The sealed envelope/packet superscripted "FINANCIAL PROPOSAL" will **NOT** be opened.

5.6.2 The Consultants names, and the presence or absence of

- (a) Proof of payment of Cost of `Request for Proposal's' Documents and
- (b) Bid security, and such other details as the Employer may consider appropriate, will be announced at the opening.

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

**Note:** *The offers of Consultants who have withdrawn their offers, who have not given proof of payment of cost for RFP, who have not submitted bid security, who do not fulfil the eligibility criteria, whose offers are not responsive, as decided by the Tender committee will be rejected; the financial proposal of such Consultant, will not be opened and will be retained/destroyed by DFCCIL.*

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

- 5.6.5 (i) The financial proposals of the eligible Consultants will be opened before the Representatives of the eligible Consultants, at the specified venue, date and time. The representatives of the eligible Consultants may sign in the register in token of their presence during the opening of financial proposals.
- (ii) The Employer's Representative will inspect the sealed envelope/packet containing "FINANCIAL PROPOSALS" of the eligible consultants to confirm that packets have remained sealed and unopened.
- (iii) The Financial Proposals of consultants will then be opened. The name of the Consultant along with the relevant details in the financial bid will be written down in the Register.
- (i) The name of the consultant and details of the relevant portions of the Financial Proposals as decided by the Employer will be announced.

## **5.6.6 Review of Financial Information in the proposal**

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

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

- (i) The financial offer shall be submitted in the format at Form-10 clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the consultants Authorised Signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and total shown in the Financial Offer, the lower of the two shall be taken into account.
- (ii) While submitting the financial Offer, the consultant shall ensure the following:
- a) All the costs associated with the assignment, except for the equipment and services, if any, to be provided to the Consultant by the DFCCIL either directly or through a Contractor, shall be included in the Financial Offer. These shall normally cover remuneration for all the Personnel (in the field, office etc.), printing of documents, office consumables, etc. other than those included in D&B Contract document (Data Sheet-Attachment 2). The total amount indicated in the Financial Offer shall be without

any condition attached or subject to any assumption, and shall be final and binding. **In case any assumption or condition is indicated in the Financial offer, it shall be considered non responsive and liable to be rejected.**

**Cost of travel on duty of key personnel/ sub-key officials/ supervisors etc. from Mughalsarai/ Dehri-on-Sone to Delhi/Lucknow (RDSO) / any other place, and back etc. shall be paid separately based on the specific approval of CPM/Mughalsarai, equivalent to fare of AC-II tier by train and shall not be included as cost in the Financial offer.**

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

## **6.0 NEGOTIATIONS**

- 6.1 Normally Negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial, and other terms and conclude a legally binding agreement.
- 6.2 The technical negotiations (if held) will cover review of the Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Consultant or Employer to improve the implementation of the assignment. Negotiations will not result in substantial modifications to either the Consultant's Technical Proposal or the TOR.
- 6.3 The financial negotiations will generally relate to the financial proposal like experts remuneration and other unit rates.

## **7.0 Confidentiality**

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

## **8.0 Notification of Award**

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

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

## 9.0 **Performance Security**

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

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

## 10.0 **Signing of Contract**

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

10.2 Within twenty eight (28) days of receipt of the Contract Form, the successful consultant shall sign and date the contract and return it to the Employer. By mutual agreement, the contract signature date may be postponed by up to thirty (30) days.

## 11.0 **Contract Commencement Date**

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

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

## 12 **Time of Completion:**

**Time of completion of PMC is 1216 days from Actual Date of Commencement + 24 months Defect Liability(Notification) period.**



**C. DATA SHEET (ANNEXURE 1)**

<b>S. No.</b>	<b>Clause Ref.</b>	<b>Item</b>	<b>Data</b>
1.	1.2	Selection of Consultants.	As per provisions of Bid document
2.	1.2.2 (ii)	<b>Minimum value of eligible consultancy contract/ Eligible assignment</b>	Refer clause 1.2.2(ii) of Section – 2(ITC)*
3.	1.2.2 (iii)	<b>Total Turnover of the firms</b>	The firm should have a minimum total turnover of Rs <b>22.50 crores</b> from Consultancy services in immediately preceding three financial years.
4.	1.9	Validity of the Proposals	120 days from the deadline of submission of proposal.
5.	2.2	Representative/Contact person of the Employer and Address:	Group General Manager/CO/ Eastern Corridor, Room No. 513 Dedicated Freight Corridor Corporation of India Limited, 5 <sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001. Telephone No. +91-11- 23454680 Tele fax No. +91-11-23454682 Email address: <b>rprasad@dfcc.co.in</b>
6.	2.2	Name and Address of the Employer where correspondence concerning this Request for Proposal is to be sent:	Group General Manager/CO/ Eastern Corridor, Room No. 513 Dedicated Freight Corridor Corporation of India Limited, 5 <sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001. Telephone No. +91-11- 23454680 Tele fax No. +91-11-23454682 Email address: <b>rprasad@dfcc.co.in</b>
7.	2.1	Date, Time & Place of Pre-bid Meeting	On <b>25.09.2013 at 15:00 Hrs</b> in Dedicated Freight Corridor Corporation of India Limited, Corporate Office, 4 <sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001.
8.	-	Facilities to be provided by the	Employer will arrange to provide the facilities as indicated in the Data Sheet –

S. No.	Clause Ref.	Item	Data
		Employer	(Attachment-2).
9	4.3.7	Local Taxation	Amount payable by Employer to the consultant under the contract will be subject to local taxation. Income Tax will be deducted as Tax Deducted at Source (TDS). However, service tax as applicable will be paid extra.
10	Section 1 Clause 3	Cost of RFP Documents	Rs. 10,000/-
11	5.2	Address of Employer where Consultant must submit the proposal in a sealed cover containing the Technical Proposal, and Financial Proposal to be sent	Group General Manager/CO/ Eastern Corridor, Room No. 513 Dedicated Freight Corridor Corporation of India Limited, 5 <sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110 001. Telephone No. +91-11- 23454680 Tele fax No. +91-11-23454682 Email address: <b>rprasad@dfcc.co.in</b>
12	5.3	Deadline for submission of Proposals	<b>15.00 hrs on 23.10.2013</b>
13	5.6	Opening of Proposals	<b>15.30 hrs on 23.10.2013</b>
14	5.4	Bid Security	Rs. <b>34.50 Lakhs</b>
15	-	Selection Criteria	Please refer to Data Sheet (Attachment 1).
16	10.	Performance Security	<b>5%</b> of the Contract Value
17	11	Expected date for commencement of consulting services	01.01.2014

**Note -**

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

**D. DATA SHEET (Attachment 1)**

**CRITERIA FOR EVALUATION & SELECTION**

**1.0 Selection Criteria:**

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

**1.2. Responsiveness:**

<b>S. No.</b>	<b>Item</b>	<b>Required Response</b>
1	Has the Consultant Paid the RFP document Cost?	Yes
2	Is Bid security furnished?	Yes
3	RFP Bid: Received prior to Deadline.	Yes
4	Is the Financial proposal in a separate <b>sealed envelope</b> ?	Yes
5	Whether all the pages of proposal are numbered and initialled?	Yes
6	Whether Power of Attorney is submitted?	Yes
7	Whether Balance Sheets of last 3 years have been submitted?	Yes
8	Is the Consultant registered in India?	Yes
9	Does the firm have specified turnover?	Yes
10	Has the firm submitted financial data in Form 4 & Form 7?	Yes
11	Has the Consultant participated in more than one proposal for this package?	No

12	Has the Consultant any conflict of interest?	No
13	Is the Consultant involved in any fraud and corrupt practices?	No
14	Has the consultant submitted affidavit that he is not disqualified under clause 1.2.2 (viii) of Section 2?	Yes
15	Whether Consultant has submitted technical proposal submission Form 1A?	Yes
16	<b>KEY PERSONNEL:</b> Whether undertaking to provide Key Personnel as stipulated in the bidding document has been submitted by the Consultancy Firm in Form 1A?	Yes

### 1.3. Evaluation:

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

### 1.4 CRITERIA FOR EVALUATION

#### 1.4.1 Evaluation of Technical Offers

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

**Technical Offer score 70 points or more out of 100 shall qualify for further consideration.**

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

Item Code	Parameter	Maximum Marks	Criteria
1.	Firm's Relevant Experience	25  {Requirement 1.2.2 (ii) 1(i) – 12.5 marks  and  1.2.2(ii) 1(ii) – 12.5 marks}	Full Marks will be awarded to the Consultant having the highest number of Eligible Assignments in respect of project management Consultancy services among the Consultants, while the Consultant having the number of Eligible Assignments required for Eligibility in terms of Data Sheet (Annexure 1) will be awarded 50% of the full marks; other Consultants will be awarded marks pro-rata between above two extremes based on the number of Eligible Assignments undertaken by the Consultant.
2.	Adequacy of preliminary approach and methodology	5	Evaluation will be based on the quality of submissions.
3	Relevant Experience of the Key Personnel	70	Full Marks for each Key Personnel * will be awarded to the candidates of Key Personnel having the highest experience in terms of cumulative number of years in Eligible Assignments among all candidates proposed by various Consultants against that Key Personnel, while the candidate having the experience of only two years of Eligible Assignments required for minimum Eligibility in terms of Form 5A will be awarded 50% of the full marks; other candidates will be awarded marks pro-rata between above two extremes based on the number of Eligible Assignments undertaken by each of them.  The key personnel qualifications and competence shall be as given in Form 5A and in case there is any deficiency in the qualification/experience of key personnel, the same will be treated as disqualified and

			no marks will be awarded in such case.
	Total	100	

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

#### 1.4.4 Eligible Assignments

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

#### 1.4.5 Deleted.

#### 1.4.6 Short-listing of Consultants

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

#### 1.4.7 Evaluation of Financial Offers

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

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

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

#### 1.4.8 Final Selection

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

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

#### 1.5 Sub Criteria for Key Personnel for Technical Evaluation

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

<b>Item * Code</b>	<b>Criteria</b>	<b>Marks</b>
A1	Project Manager	20
A(2 to3)	Resident Engineer (2 Nos)	26 (13 each)
A (4 to 5)	Experts -Sr Bridge Design Engineer-(2 Nos )	24 (12 for each expert)
	Total marks	70

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

## **E. DATA SHEET (Attachment 2)**

### **SITE FACILITIES**

**SITE FACILITIES FOR THE EMPLOYER AND THE ENGINEER-** Site facilities for the Employer and the Engineer will be provided by D & B Contractor. The fixtures and furnishings for the Engineer's site office provided in Table 8-1 and page 47 are the combined requirement for main site office and other satellite office, if any. The provision for the site facilities provided in D & B Contract is reproduced below:

#### **A) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works**

##### **5. Temporary Facilities for the Use by Employer and Engineer**

###### **5.1 Site Office**

###### **5.1.1 Requirements**

The Contractor shall design, construct, equip and furnish the site offices for the Employer's and Engineer's use within 90 days after the commencement date. The Contractor shall also maintain the site offices in good conditions and provide services including, but not limited to maintenance of the office equipment and furniture, repairing and mending, cleaning, consumable replenishment in respect of toiletries, cartridges for the plotter and colour laser writers, first aid box, batteries / battery cells, drinking water etc. Design of all the Site Offices shall be submitted to the Engineer for review prior to commencement of the construction of those facilities. Details of the Engineer's site office including provisional site offices are described in the following paragraphs.

All furniture, furnishings, fittings & fixture and equipment etc. shall be of the configuration, make and quality as consented by the Engineer.

Unless otherwise stated herein below, all the site offices including all furniture, furnishings, fittings & fixture and equipment etc. as provided by the Contractor for the use of Engineer / Employer shall be the property of the Employer after issue of Taking-over Certificate.

###### **5.1.2 Engineer's Site Offices**

- (1) The area surrounding the office shall be well drained and provided with concreted pavements, walkways and parking areas for the vehicles.
- (2) The main office buildings shall be of sound design and of the material as approved by the Engineer, complying with national building codes. The office shall be weatherproof, lined inside with plywood, and painted internally and externally. Floors shall be tiled and floor to ceiling height shall be as approved by the Engineer.



Each room having an internal wall shall have at least one screened window. The office building shall have two external lockable doors with screened storm doors. Electricity supply and receptacles shall be provided in various locations appropriate to the usage of the rooms. Rooms shall be well lighted, appropriate HVAC systems with temperature control and other necessary building services as described in the National Building Code of India.

- (3) Two Site offices one main site office and other satellite site office shall be provided for Engineer/Employer. The location of these offices will be decided with approval of Engineer.

Engineer's Site Offices shall be furnished as referred to the following parameters and the design shall be submitted to the Engineer for review.

Room No. and Designation		Min. Area (m <sup>2</sup> )
A	Employer	
i.	Chief Project Manager Office	50
B	Engineer	
i.	Project Manager	40
ii.	Senior Engineers/ Jr. Engrs./ Inspectors/Surveyors	130
iii.	Administration Office/ Filling Room/ Store/ Drivers	120
iv.	Satellite site office	140
	Total	480

**Note :**

*Changes in the area to be provided for various subheads under B can be made as per the requirement of the Engineer keeping the overall area as 430sq/m*

- (4) Plumbing fixtures shall be standard types made out of porcelain or stainless steel and all pipe work and fittings shall be polyvinyl chloride (PVC). All works, materials and fixtures shall comply with the national plumbing code, sanitary engineering standards, and other applicable regulations.
- (5) The equipment and furniture to be provided are listed in Table at the end of this Appendix. The equipment and furnitures shall be of suitable make/Brand, model, type, size and capacity.

**6. Temporary Utility Services for the Use by Employer and Engineer**

The following temporary utility services shall be provided by the Contractor for the use by the Employer / Engineer until issue of Taking Over Certificate unless otherwise directed by the Engineer.

**6.1 Electricity and Water Supply**

Power and potable water supply systems for the Employer and Engineer’s site offices (Provisional Site Offices, Engineer’s Site Offices) shall be installed and made operational within the specified period of construction as mentioned above in respect of the respective site offices. The Contractor shall maintain and provide continuous and adequate supplies unless otherwise authorized by the Engineer.

**6.2 Office Security**

The services of a full time round the clock office security shall be provided for all the site offices of the Engineer/Employer.

**6.3 Use of Contractor’s First Aid Stations**

The Contractor's emergency medical care and first aid services shall be made available, for use by the Employer's and Engineer's site staff and their families living at the Site or the Work Areas, free of charge,

**TABLE 8-1**

**FIXTURES AND FURNISHINGS IN ENGINEER’S SITE OFFICE**

<u>Fixture/Furnishing</u>	<u>Number of items to be furnished</u>
Executive desk (lockable) with drawer and chair	3
Desk (lockable) with drawer and chair	15
Side Table	3
Additional chairs	15
Plan table, adjustable w/lamp & stool	2
Conference Table	1 with 20 Chairs
Plan rack with holders	as one thinks fit
Drawing Hangers	as one thinks fit
Drawing Cabinets	3
Filing cabinet (4 drawer-lockable)	5
Steel cabinet (lockable)	5

Office safe (combination lock)	1
Book cabinet (glass fronted)	2
Wall shelving (set)	6
Window curtains (set)	as one thinks fit
Internet Connection	As per Engineer Consent
Fire extinguisher	as an applicable code stipulates
Wastepaper can	25
Color LaserWriter (FAX/Copier)	2
Plotter	1
Display boards (wall type)	3
Fully automatic camera with date and time recording facility downloadable to a PC	1
First aid box	3
Refrigerator	1
Crockery/cutlery set	2 sets
Hot and cold drinking water dispenser	1
Sink unit with worktops and geyser	1
Lavatories with water closet	3
Urinals with flush	3
Wall mirror	3
Safety helmets (various sizes)	20
Rain coats (various sizes)	10
Industrial safety goggles	10
Pair safety boots (various sizes)	20
Flashlight with batteries.	20
Wall clock	2
Lockers	15
Safety High Glow Jackets	20
Safety Harness (full body)	10

**B) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings etc:**

**1.0 GENERAL**

**1.1 Site Office Requirements**

The Contractor shall design, construct, equip or provide and furnish the site offices for the Employer's and Engineer's use within **90 days** after the commencement date. The Contractor shall also maintain the site offices in good conditions and provide services including, but not limited to maintenance of the office equipment and furniture, repairing and mending, cleaning, consumable replenishment in respect of toiletries, cartridges for the plotter and colour laser writers, first aid box, batteries / battery cells, drinking water etc. Design of all the Site Offices shall be submitted to the Engineer for review prior to commencement of the construction of those facilities. Details of the Engineer's site office including provisional site offices are described in the following paragraphs.

All furniture, furnishings, fittings & fixture and equipment etc. shall be of the configuration, make and quality as consented by the Engineer.

Contractor can also provide the site office by hiring a existing building subjected to the requirement of the area specified in 1.2 (3) below with the approval of Engineer.

**1.2 Engineer's Site Offices**

- (1) The area surrounding the office shall be well drained and provided with concreted pavements, walkways and parking areas for the vehicles.
- (2) The main office buildings shall be of sound design and of the material as approved by the Engineer, complying with national building codes. The office shall be weatherproof, lined inside with plywood, and painted internally and externally. Floors shall be tiled and floor to ceiling height shall be as approved by the Engineer. Each room having an internal wall shall have at least one screened window. The office building shall have two external lockable doors with screened storm doors. Electricity supply and receptacles shall be provided in various locations appropriate to the usage of the rooms. Rooms shall be well lighted, appropriate HVAC systems with temperature control and other necessary building services as described in the National Building Code of India.

- (3) Two Site offices one main site office and other satellite site office shall be provided for Engineer. The location of these offices will be decided with approval of Engineer.

Engineer's Site Offices shall be furnished as referred to the following parameters and the design shall be submitted to the Engineer for review.

Room and Designation		Min. Area (m <sup>2</sup> )
A	Employer	
i.	Chief Project Manager Office	40
B	Engineer	
i.	Project Manager	180
ii.	Senior Engineers/ Jr. Engrs./ Inspectors/Surveyors	
iii.	Administration Office/ Filling Room/ Store/	
iv.	Satellite site office	60
	Total	280

**Note :**

*Changes in the area to be provided for various subheads under B can be made as per the requirement of the Engineer keeping the overall area as 240sq/m*

- (4) The Contractor shall provide for the exclusive use of the Engineer at all times during the Contract all such experienced chainmen, two office attendants, watchmen, instruments, apparatus and protective clothing as required.
- (5) Plumbing fixtures shall be standard types made out of porcelain or stainless steel and all pipe work and fittings shall be polyvinyl chloride (PVC). All works, materials and fixtures shall comply with the national plumbing code, sanitary engineering standards, and other applicable regulations.
- (6) The equipment and furniture to be provided are listed in Table at the end of this Appendix. The equipment and furnitures shall be of suitable make/Brand, model, type, size and capacity.

## **2.0 FACILITIES - SATELLITE SUBSIDIARY STAFF COMPOUND**

Each satellite subsidiary staff compound shall have a minimum of three (3) furnished office rooms, a kitchenette, messing facilities, WC/shower room and resting facilities.

At each of the Engineer's subsidiary staff compounds, the Contractor shall provide hard covered sheds sufficient for twenty (20) Engineer's/ Engineer's visitors' vehicles.

### **3.0 REST AREAS**

Annexed to each main compound and satellite subsidiary staff compound shall be a rest area with a minimum plan area of 100 m<sup>2</sup> for and including basic overnight stay and facilities including air-conditioning, beds and bedding (including regular replacement thereof) and all other appropriate items. Each rest area shall be fully furnished and equipped with kitchen, mess hall and WCs/ showers.

### **4.0 GENERAL REQUIREMENTS**

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

- (7) Each kitchen shall be provided with worktops, a 2 drainer stainless steel double sink, cupboards beneath the worktop and mounted on the walls, a cooker with 2 gas rings and a microwave oven and a 5 cu ft. refrigerator. Tea/Coffee making facilities for 20 persons shall be provided. Tiling shall be provided to the walls above the kitchen table top.
- (8) Changing and shower facilities shall be provided as follows:
- Male facilities: 3 showers and 3 wash basins with 15 clothes lockers and benching with pegs over for 6 persons.
  - Female facilities: 1 showers and 1 wash basins with 5 clothes lockers and benching with pegs over for 2 persons.
- Each shower shall be provided with hot and cold water supply and shall be contained in an individual cubicle with a screen or curtain to the entrance. Modesty screens shall be provided adjacent to the entrance to all changing and shower facilities.
- (9) Fire fighting equipment shall be provided in accordance with the recommendations of the local fire brigade station.
- (10) The Contractor shall supply the new furniture and equipment to the Engineer's offices in the manner required by the Engineer. Given below is the indicative list of items required for Engineer's office in the main and satellite subsidiary compounds.

#### **FIXTURES AND FURNISHINGS IN ENGINEER'S SITE OFFICE**

<u>Fixture/Furnishing</u>	<u>Number of items to be furnished</u>
Executive desk (lockable) with drawer and chair	3
Desk (lockable) with drawer and chair	15
Side Table	3
Additional chairs	15
Plan table, adjustable w/lamp & stool	2
Conference Table	1 with 20 Chairs
Plan rack with holders	as one thinks fit
Drawing Hangers	as one thinks fit
Drawing Cabinets	3
Filing cabinet (4 drawer-lockable)	5
Steel cabinet (lockable)	5
Office safe (combination lock)	1
Book cabinet (glass fronted)	2
Wall shelving (set)	6
Window curtains (set)	as one thinks fit
Internet Connection	As per Engineer Consent

Fire extinguisher stipulates	as an applicable code
Wastepaper can	25
Color LaserWriter (FAX/Copier)	2
Plotter	1
Display boards (wall type)	3
Fully automatic camera with date and time recording facility downloadable to a PC	1
First aid box	3
Refrigerator	1
Crockery/cutlery set	2 sets
Hot and cold drinking water dispenser	1
Sink unit with worktops and geysers	1
Lavatories with water closet	3
Urinals with flush	3
Wall mirror	3
Safety helmets (various sizes)	20
Rain coats (various sizes)	10
Industrial safety goggles	10
Pair safety boots (various sizes)	20
Flashlight with batteries.	20
Wall clock	2
Lockers	15
Safety High Glow Jackets	20
Safety Harness (full body)	10

- (11) Offices shall be at locations agreed by the Engineer.
- (12) The office accommodation shall be retained until the expiry of the Defects Notification Period unless otherwise instructed to the contrary by the Engineer.
- (13) Prior to commencing the erection of the Engineer's accommodation the Contractor shall obtain the consent of the Engineer to the accommodation, including layout, equipping, electrification plan and furnishings proposed by the Contractor.
- (14) The Contractor shall make such reasonable amendments to the layout and furnishings as the Engineer may request.
- (15) Unless otherwise permitted by the Engineer, the Contractor shall complete the accommodation and provide all equipment and furnishing in sufficient time to allow the Engineer to occupy the offices prior to the commencement of excavation or any Permanent Works.
- (16) From the Commencement Date of the Works until such time as the Engineer's offices have been completed and accepted by the Engineer, the Contractor shall provide such temporary offices and equipment and furnishings at such location or locations as the Engineer may require.



- (17) The accommodation shall be maintained in a clean, stable and secure condition and shall be cleaned at least daily.
- (18) Equipment provided for the use of the Engineer shall be maintained in a clean and serviceable condition and all consumables shall be replenished when required.
- (19) Measuring and testing equipment shall be calibrated before they are used and at regular intervals to which the Engineer has given his consent.
- (20) Survey equipment shall be maintained by the service agent and shall be regularly checked but the overall responsibility shall rest with the Contractor.
- (21) Equivalent replacements shall be provided for equipment which are not in working order or otherwise are not in a serviceable condition or are being repaired or serviced.
- (22) The consent of the Engineer shall be obtained before accommodation or equipments are removed.

#### **4.1 ENGINEER'S ACCOMMODATION FOR OFF SITE WORK**

- (1) Where any portion of the Works is prepared or fabricated off-Site or at any fabrication facilities away from the Site, whether by the Contractor or one of his subcontractors or suppliers, the Contractor shall provide and maintain office accommodation, furnishings, and equipment for the use of the Engineer and its staff at each such location for the duration of such work as and if required by Engineer.
- (2) The accommodation furnishings and equipment shall be suitable and sufficient for the purposes of the Engineer and shall be according to the Engineer's consent.

# **SECTION 3**

## **PROPOSAL FORMS**

### **(Technical & Financial)**

## CONTENTS

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

**TECHNICAL PROPOSAL SUBMISSION FORM**

*(On letter head of the Consultant)*

From:

.....  
.....

To:

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

Dear Sir,

**Sub: Project Management Consultancy for -**

a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

b) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

**Ref:** HQ/EN/EC/NKWD-NGAQ/Sone-RFO/PMC dated.....

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide project management services for the above named works in conformity with the contracts being awarded to Execution contractors up to the stage of completion of works and up to DLP as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:

- (i) Furnish performance security within 28(Twenty eight) days of issue date of letter of award.
  - (ii) Enter into the contract agreement within 28 (Twenty eight) days of issue of Draft Contract Agreement papers.
3. Unless and until a formal agreement is prepared and executed, this proposal together with letter of award thereof shall constitute a binding contract between us.
4. **Deleted**
5. I/We undertake that:
  - (i) In competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
  - (ii) We will deploy required Key personnel & other personnel from the list submitted by us and approved by DFCCIL within a period of **40 days** of issue of request by DFCCIL, as per the staffing schedule decided by DFCCIL.
  - (iii) We will decide the **detailed** Approach and Methodology for the project in consultation with Design & Build contractors and Employer as per stipulations in the construction contract agreement(s) for which the consultancy services are contemplated. It will be ensured that the approach and methodology prepared is in compliance to requirements in section 4 of the bidding document.
  - (iv) We certify that we do not have any conflict of interest in submission of this proposal nor we will take up any assignment in future which will be in conflict with the present assignment, in accordance with ITC clause 1. 5.
6. We certify that in preparation and submission of Technical information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
7. I/We agree to allow DFCCIL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
8. Our proposal is valid for **120 days** beyond the date of opening of technical proposal and will be binding on us.
9. We have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture

of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if Notification of Award has been issued.

10. **We declare that we are not liable to be disqualified in accordance with clause 1.2.2 (viii) of ITC and for this we have furnished the affidavit prescribed in form 11 of the bid document.**
11. *//We understand that, the Dedicated Freight Corridor India Limited is not bound to accept any proposal that the Dedicated Freight Corridor India Limited may receive.*

Yours faithfully,

.....

Signature of authorised signatory of Consultant

(Seal)

Address: .....

.....

.....

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

**FINANCIAL PROPOSAL SUBMISSION FORM**

*(On letter head of the Consultant)*

From:

.....  
.....

To:

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

Dear Sir,

**Sub: PROJECT MANAGEMENT CONSULTANCY FOR -**

a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

b) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

**Ref:** HQ/EN/EC/NKWD-NGAQ/Sone-RFO/PMC dated.....

1. Having examined the completeness of RFP documents, studied the terms and conditions of contract stipulated in the RFP documents we, the undersigned offer to provide project management services for the implementation of the above named works in conformity with the contracts being awarded to Execution contractors up to the stage of completion of works and up to Defect Liability (Notification) period as specified in the Terms of Reference.
2. We undertake, if our proposal is accepted, to:

- (i) Furnish performance security within 28 (twenty eight) days of issue date of letter of award.
  - (ii) Enter into the contract agreement within 28 (twenty eight) days of issue of draft Contract Agreement papers.
3. Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract between us.
4. I/We ..... (Name of the Consulting Firm) submit herewith our Financial Proposal for selection of our firm/organization as Project Management Consultant for the above mentioned Project.
5.
  - i) Our attached financial proposal is for the sum of Rs. .... (Rupees .....only) inclusive of all local taxes, but exclusive of Service Tax.
  - ii) Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations up to expiration of the validity period of the proposal, i.e. 120 days beyond the date of opening of Technical Proposal and will be binding on us.
6. If negotiations are held during the validity of the Proposal, we undertake to negotiate on the basis of proposed staff. Our proposal is binding upon us and subject to modifications from contract negotiations.
7. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
8. We certify that in preparation and submission of Technical and Financial information, we have not taken any action which is or which constitutes a corrupt or fraudulent practice as defined in the RFP documents.
9. I/We agree to allow DFCCIL, at its option, to inspect and audit all accounts, documents, and records relating to the Consultant's Proposal and to the performance of the ensuing Consultant's Contract.
10. **Our financial proposal shall be binding on us subject to modifications resulting from negotiations up to expiry of the validity period of the proposal i.e. 120 days beyond the date of opening of technical proposal and will be binding on us.**
11. We have not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and forfeiture of bid security/the contract will be liable to be terminated along with forfeiture of Performance Security, even if Notification of Award has been issued.



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

Yours faithfully,

.....

Signature of authorised signatory of Consultant

(Seal)

Address: .....

.....

.....

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

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

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

**POWER OF ATTORNEY\***

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

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

- a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

- b) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

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

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

Dated this the ..... day of ..... 2013

.....

(Signature of authorised Signatory)

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

Witness

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

**\*Notes:**

- ◆ *To be executed by Single entity where the competence of the authorised signatory is not supported by a Board Resolution or General Power of Attorney for such acts (copy of Board Resolution/GPA to be attached).*
- ◆ *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ◆ *In case of JV, power of attorney for the authorised signatory shall be issued by lead member of JV.*
- ◆ *For single entity/Lead Member of JV constituted in India, Form 2 is to be executed. For single entity/Lead Member of JV constituted outside India submission of this form is not mandatory. In second case, equivalent document; executed and issued overseas; should be submitted. The document executed and issued overseas shall be got notarized in jurisdiction where it is being issued and also be legalized by the Indian Embassy of the issuing country. However, documents issued from countries that have signed the Hague legislation 1961 and also carrying a confirming apostille certificate is not required to be legalized by the Indian Embassy.*

**CONSULTANT’S INFORMATION SHEET**

**Consultant’s Information**

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

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

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

**Authorised Signatory**

**Name.....**

**Address.....**

**Seal.....**

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

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

Contract No.		Contract Name	
Award Date		Actual Completion Date	
Category of work (tick <input type="checkbox"/> as applicable)	i) ii)	Earthwork and/or Bridges on Highways/Railway / Metro Railway/ Suburban rail transit system Single bridge/ via-duct/elevated metro via duct of overall Length of 300 m or more (excluding length of approach embankment).	
Total Consultancy Contract Amount	INR		
If partner in a JV specify participation in total Consultancy contract amount/ Construction Contract amount where Consultant has rendered PMC services	Percent share of Total:	Share Amount: INR	
Employer's Name, Current Address and Current Telephone/Fax Number, E-mail			
Description of the work in accordance with Criteria 1.2.2 of Section 2			
Detailed Narrative Description of work: (Give Details of Work that defines the scope relevant to the requirement)			

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

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

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

**KEY PERSONNEL QUALIFICATION AND EXPERIENCE**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
<b>Project Manager</b>	Bachelor Degree in Civil Engineering	15 years	Should have led project management team for one eligible assignment* for a minimum period of 2 years  or  Should have worked on one eligible assignment* at least as JA Grade or equivalent in Govt. or Public Sector Units for a minimum period of 2 years.

Note:

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

**. Authorised Signatory**

**Name.....**

**Address.....**

**Seal.....**

**KEY PERSONNEL QUALIFICATION AND EXPERIENCE**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
<b>Resident Engineer - I</b>	Bachelor Degree in Civil Engineering	10 years	Should have worked at least as Construction manager/ Resident Engineer for one eligible assignment* for a minimum period of two years  or  Should have worked on one eligible assignment* at least as JA Grade or equivalent in Govt. or Public Sector Units for a minimum period of two years.

**Note:**

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

**Authorised Signatory**

Name.....

Address.....

Seal.....

**KEY PERSONNEL QUALIFICATION AND EXPERIENCE**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
<b>Resident Engineer-II</b>	Bachelor Degree in Civil Engineering	10 years	Should have worked at least as Construction manager/ Resident Engineer for one eligible assignment* for minimum of two years  or  Should have worked on one eligible assignment* at least as JA Grade or equivalent in Govt. or Public Sector Units for a minimum period of two years.

Note:

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

**Authorised Signatory**

**Name**.....

**Address**.....

**Seal**.....



**KEY PERSONNEL QUALIFICATION AND EXPERIENCE**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
<b>Sr Bridge Design Engineer-I</b>	Bachelor Degree in Civil Engineering	10 years	Should have worked at least as Bridge Design Expert for one eligible assignment* for minimum period of two years  or  Should have worked on one eligible assignment* at least as JA Grade or equivalent in Govt. or Public Sector Units for minimum period of two years

Note:

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

**Authorised Signatory**

**Name**.....

**Address**.....

**Seal**.....

**KEY PERSONNEL QUALIFICATION AND EXPERIENCE**

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Minimum Eligibility Criteria:

Key Personnel	Educational Qualification	Minimum Length of professional experience	Experience on eligible assignment
<b>Sr Bridge Design Engineer-II</b>	Bachelor Degree in Civil Engineering	10 years	Should have worked at least as Bridge Design Expert for one eligible assignment* for minimum period of two years  or  Should have worked on one eligible assignment* at least as JA Grade or equivalent in Civil Engineering department in Govt. or Public Sector Units for minimum period of two years

Note:

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

**Authorised Signatory**

**Name**.....

**Address**.....

**Seal**.....

**SUMMARY OF INFORMATION OF PROPOSED KEY PERSONNEL:**

**Name of Project: Project Management Consultancy for:**

- a. Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between -Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

- b. Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

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

Signature of Consultant,  
Authorized signatory,  
Seal

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

.....

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

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

- a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

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1. PROPOSED POSITION :
2. NAME :
3. DATE OF BIRTH :
4. NATIONALITY :
5. PERSONAL ADDRESS :
- TELEPHONE NO. :
- FAX NO. :
- E-MAIL ADDRESS :
6. EDUCATION :
- (The years in which various Qualifications were obtained must be stated)* :
7. OTHER TRAINING :
8. LANGUAGE & DEGREE OF :  
PROFICIENCY :

9. MEMBERSHIP IN :  
PROFESSIONAL SOCIETIES :

10. COUNTRIES OF WORK

11 EXPERIENCE :

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

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

11(b) Details of eligible assignment and period.

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

**Notes:**

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

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

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

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

13. Certified that:
- a) I have no history of involvement in Vigilance/CBI/Police Case, resulting in punishment. Or
  - b) I have a history of involvement in Vigilance/CBI/Police case, which has not yet been finalized. Or
  - c) I had history of involvement in Vigilance/CBI/Police Case, resulting in imposition of \_\_\_ No. of minor penalties. Or
  - d) I had history of involvement in Vigilance/CBI/Police Case, resulting in imposition of Major penalty.

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

Signature : \_\_\_\_\_

Date of signing : \_\_\_\_\_ day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

First name and seal of authorised signatory of JV.

**Authorised Signatory**

**Name**.....

**Address**.....

**Seal**.....

**PRELIMINARY APPROACH & METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT**

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

Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

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

1. Understanding of the assignment
2. Work Breakdown structure.
3. Composition of the Team
4. Designated Experts and responsibilities- Link item 3
5. Duties and responsibilities of Project Manager and other key personnel.
6. Organizational set up for supervision and monitoring of the work of contractor
7. QA System
8. Reporting Procedure

**Authorised Signatory**

**Name .....**

**Address.....**

**Seal.....**

**Note:**

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

**Firm's Financial Data for immediately preceding three financial years:**

S.N.	Particulars	Turnover from Consultancy Services
	2010-11	
	2011-12	
	2012-13	
	Total Turnover	

**Notes:**

1. Please provide Balance Sheets/Profit & Loss Accounts in support of Information given above.
2. **Form 7 should also be certified by Chartered Accountant.**
3. In case of JV, separate sheet for each partner shall be submitted duly giving details as per note 4 below.
4. Contractual payment received for consultancy work by a member in earlier JV firm shall be reckoned to the extent of concerned member share in that firm for the purpose of satisfying its compliance to the turnover criteria for the Bid under consideration.

**Authorized Signatory**

Name.....

Address.....

Seal.....



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

(Clause 9 of ITC)

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

This bank guarantee shall be valid up to .....

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

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

For and on behalf of

The .....bank

Signature of Authorized bank Official

Name .....

Designation .....

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

Signed, sealed and delivered

For and on behalf of the

Bank of the above

Name\_\_\_\_\_

In the presence of :

Witness 1.

Witness 2.

Signature .....

Signature .....

Name .....

Name .....

Address .....

Address .....

\*\*\*

**FORM OF BID SECURITY (Bank Guarantee)**

---

**STANDS DELETED**

(On letter head of the Consultant)

**Financial Offer****I) Remuneration: Billing Rates for Key Personnel, Sub-key Personnel, Field Staff and Administrative Support Staff.**

S N	Expert/Site Supervisors Team (By Designation)	Required Man month	Total Man months	Billing Rate (in Rs.)	Amount (Rs. in Lakhs)
<b>(A)</b>	<b>Key Personnel/Professional</b>				
1.	Project Manager (Team Leader)	1X40	40		
2.	Resident Engineer-I	1x64	64		
3.	Resident Engineer-II	1X30	30		
4.	Sr Bridge Design Engineer-I	1X30	30		
5.	Sr Bridge Design Engineer-II	1X25	25		
<b>(B)</b>	<b>Sub-key Personnel/ Professional</b>				
1.	Sr Bridge Engineer-I	1X30	30		
2.	Sr Bridge Engineer-II	1X30	30		
3.	Sr Bridge Engineer-I (Steel structures)	1x15	15		
4.	Sr Bridge Engineer-II (Concrete)	1x25	25		
5.	Contract specialist	1X35	35		
6.	Material Engineer	1X36+1x25	61		
7.	Safety & Environmental Expert	1X36	36		
8.	CAAD Expert	1x25+1x20	45		
9.	Quantity Surveyor	1x40+1x30	70		
10.	Surveyors	1x30+1x30	60		
<b>(C)</b>	<b>Field Engineer/Staff</b>				
1.	Field Engineer (Bridges)	7x30+3x25	285		
2.	Field Engineer (Rail Bed)	3x25	75		

3.	Quality Control Engineer	1x35+1x25	60		
4.	Field Surveyor	2x35+2x25	120		
5.	Lab Technician	4x35+3x25	215		
<b>(D)</b>	<b>Administrative Support Staff</b>				
1.	Office Manager/Project Accountant	1 X 64	64		
2.	Computer Operator cum Stenographer	2x40+1x30	110		
3.	Office Assistant	2x40+2x30	140		
	Total				

Total amount in words: Rupees. \_\_\_\_\_ only

**Note:**

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

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

**4. Sub-key Personnel Qualification –**

(i) Sub-key Personnel qualification mentioned in Form-10, (B) Sl. 1 to 4 should be graduate in Civil Engg. With minimum 5 years professional experience or diploma holder in Civil Engineering with minimum of 10 years of professional experience and-

a) Should have worked in relevant fields as design/ construction expert for minimum two years in Highways/Railway/ Metro/Suburban transit system or  
b) Should have worked in Sr. Scale or equivalent in Civil Engg. department in government or public sector unit for two years.

ii) Contract Specialist Form 10(B) Sl. 5 should have cumulative relevant experience of 15 years in the field of contract management, procurement, preparation of Bid documents of works contracts.

iii) Sub-key Personnel mentioned in Form 10 (B) Sl. 6 to 10 should be graduate engineer in respective engineering branch with at least 3 years of

experience or diploma holder in respective engineering branch with 6 years of experience in relevant field.

5. **Field Engineers/Staff Qualification** - Field Engineers/Staff qualification mentioned in Form-10(C) should be graduate engineer in respective engineering branch with at least 3 years of experience or should be a diploma holder with 5 five years experience in respective field of working in Highways/Railways /Metro/ Suburban Transit System.

#### II) Schedule of Payment for Office Supplies and Utilities

No.	Item	Months	Monthly rate	Amount
1	Office Supplies/ Consumables	40		
2	Computer Running Costs and Software compatible with that of civil work	40		
<b>Total</b>				

#### III) Schedule of Payment for Reports and Document Printing

S.No.	Description	No. of volume	Per Volume Cost	Total Cost
1	Monthly progress report (4 copies)	40		
2	Quarterly progress report (4 copies)	20		
3	Supervision Manual (4 copies)	1		
4	Sectional completion report (4 copies)	1		
Total Cost				

#### IV) Transportation

The vehicles provided by the Consultants shall include the cost for rental, fuel, drivers, operation, maintenance, repairs, insurance, etc. Motor cycles shall be driven by concerned personal, cost of driver shall not be included.

S. No.	Description	Quantity	Total No. of months	Rate per month	Amount
1	Cars for PM	1	64		
2.	Cars PM / RE office	4	149		
3.	Motor Cycles	30	870		
	<b>Total</b>				

**V. Summary of costs in Indian Rupees**

	Description	Amount in INR
I.	Remuneration for Key Personnel, Sub-key Personnel, Field Staff and Administrative Support Staff.	
II.	Office supplies and utilities.	
III.	Reports and documents printing	
IV.	Transportation	
	Total Cost	

**Authorised Signatory**

**Name** .....

**Address**.....

**Seal**.....

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

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

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

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



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

SEAL AND SIGNATURE OF THE CONSULTANT

Verification:

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

SEAL AND SIGNATURE OF THE CONSULTANT

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

*Attestation before Magistrate/Public Notary*

**ELIGIBILITY QUALIFICATION CRITERIA INFORMATION SHEET**

Clause No & Clause heading	Details of value of Consultancy work and References (Folio No.) of Documents through which criteria against each item is being met.
<b>1.2.2. Eligibility and Minimum Qualification Criteria:</b>	
<b>i) Eligibility</b>	
a) Execution of Contract of Project Management Consultancy.	
b) Total turnover of last three financial years	
ii) Key Personnel undertaking submitted	
iii) Staffing Schedule undertaking submitted	
iv) Preliminary approach and methodology undertaking submitted	
v) Affidavit Form-11 submitted	

**Note :**

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

**Authorised Signatory**

Name.....

Address.....

Seal.....

**JOINT BIDDING AGREEMENT**

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

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

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

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

(i) Lead member: \_\_\_\_\_ (name of the Lead Member)

Responsibilities: \_\_\_\_\_

Key Personnel Provided: 1. \_\_\_\_\_

2. \_\_\_\_\_

(ii) Other Member(s): \_\_\_\_\_ (name of the Member)

Responsibilities: \_\_\_\_\_

Key Personnel Provided: 1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

IN WITNESS WHEREOF WE THE MEMBERS ABOVE NAMED HAVE EXECUTED THIS AGREEMENT ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013

For \_\_\_\_\_ (Name of Lead Member)

(Signature)

\_\_\_\_\_  
(Name & Title)

For \_\_\_\_\_ (Name of Other Member(s))

(Signature)

\_\_\_\_\_  
(Name & Title)

Witnesses:

1.

2.

---

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

Notes:

- The mode of execution of the JV Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Each JV Member should attach a copy of the extract of the charter documents and documents such as a resolution/ Power of Attorney in favour of the person executing this Agreement for the delegation of power and the authority to execute this Agreement on behalf of the JV Member.
- The document executed and issued overseas shall be got notarized in jurisdiction where it is being issued and also be legalized by the Indian Embassy of the issuing country. However, documents issued from countries that have signed the Hague legislation 1961 and also carrying a confirming apostle certificate is not required to be legalized by the Indian Embassy.

# **SECTION – 4**

## **TERMS OF REFERENCE**

## CONTENTS

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

# TERMS OF REFERENCE

## 1 Introduction & Background

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

1.2 The Project is located in the State of Uttar Pradesh & Bihar. The Project Management Consultancy Services (PMC) are required for

a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

*AND*

b) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

The Contracts for Design & Construction will be procured under National Competitive Bidding on Design & Build (D&B) lump sum basis.

1.3 The Scope of the main works to be executed by the Design & Build Contractors is detailed in Annexure– 2 of this Section. For complete details of these works contract along with corrigenda, the Bidding Documents of the works Contract may be referred which is available in office. The bidding documents for these design & build works contracts are also available on the websites [www.dfcc.in](http://www.dfcc.in) and [www.dfccil.org](http://www.dfccil.org) along with all the addendum/corrigendum issued, if any.

1.4 The works included in the said contracts are to be carried out close to the running tracks and public utilities; therefore, safety of running trains and the public is paramount. The specified Safety and Security measures have been detailed in Annexure -1 to this Section.

1.5 The scope of works described in Annexure 2 will be executed under Competitive Bidding and the tenders for the same have been invited by the Employer. **Total two agencies, one for Sone Bridge and one for RFO and other for allied works including blanketing, Bridges (Major, Minor &**



**RUBs), Supply and Spreading of Ballast and other related infrastructural works are being engaged by DFCCIL. PMC for both these contracts is in the scope of work of the Consultant.**

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

**1.0 The Consultants:**

**2.1 The Consultants shall be a firm registered or incorporated in India (see clause 1.2.2 of ITC).**

**2.2** The Consultants' team of key personnel will comprise of Project Manager, Resident Engineers and Experts having requisite experience of similar type of works. The Consultant will have to deploy only personnel who have the specified relevant qualification and experience.

**3.0 Objective of Consulting Services:**

**3.1** The objectives of obtaining the presently offered consulting services are :

a) to assist the Employer in implementation of the above mentioned Project, from the present stage of verification/establishment of reference points/data provided by the Employer, to the stage of successful completion of all the contemplated works of the Project through the Agency/Agencies employed for execution/Supply of materials, with the specified Safety and Security, testing and commissioning of the Project and handing over the completed Project to DFCCIL, duly ensuring safety at work sites, Safety of running trains, people, structures and properties adjacent to work sites, by proper verification/deployment/suggestion of methods and means in tune with contract conditions duly following the provisions of Share Holders Agreement, regulations, policies, procedures & guidelines, Railway's Rules, Regulations, procedures, Local Laws, Bye laws & Rules and Regulations, etc., within the specified time schedule, with the appropriate use of provisions in the works contract agreement, to achieve overall economy. This also includes the works like getting 'as built/completion' drawings prepared, preparation/ processing of the required applications and documents for obtaining the sanction of Commissioner of Railway Safety and *Government Electrical Inspector* and getting such required sanctions as and if required, exercising supervision on the execution of works, arranging for traffic blocks, where necessary, making measurement of works done for arranging payments to the concerned Agency/Agencies, effecting various recoveries statutory or

otherwise from the running bills of the concerned Agency/Agencies, interaction and co-ordination with Railway Administration, and various Governmental/other Bodies/Agencies involved.

- b) To ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the employer's requirements as detailed in the Design & Build Contract document, technical specifications and other contract documents within the stipulated time period.
- c) In a nutshell the objectives of the consulting services are to assist the Employer to implement the Project in conformity with Railways' rules and regulations ; and codes Local laws, bye laws, regulations, rules etc.

### **3.2 The Consultants shall ensure:**

- (i) That the Project is implemented up to the last detail as per scope of work and provide assistance to the Employer up to the end of 'Defect Liability(Notification) Period' under the Contract. This may include coordination with Commissioner of Railways Safety (CRS) in accordance with rules for opening of new railway lines as and if required.
- (ii) That the Contractor's are observing due diligence and prevailing standards in the performance of the assignment.
- (iii) Compliance of all rules of railways related to the execution of the project. Special care shall be taken in imposing necessary speed restriction, caution, arranging necessary traffic blocks & OHE blocks, where necessary etc. in order to ensure safety at all times.
- (iv) Accuracy, quality of workmanship safety of the works being carried out by the contractors.
- (v) High standards of quality assurance in the execution of works;
- (vi) Completion of work in the prescribed time schedule
- (vii) That the Project Management Consultant's personnel are experienced in modern methods of contract management and construction supervision, ensuring professional construction supervision adhering to quality, target completion dates, compliance with the drawings, technical specifications and various requirements of the work's contract documents including safety;
- (viii) That the Project Management Consultant assists the Contractor and the Employer for the required coordination with the railway administration and any other agencies, till the assets are handed over to the DFCCIL for operation.
- (ix) The application of reasonable and consistent design requirements in construction.
- (x) Minimizing claims disputes and assist in resolving them.
- (xi) Optimal utilization of resources/contractual provisions with a view to bring economy in execution.

- (xii) Accurate measurement of work done for payment, record and verification.
- (xiii) Timely payments and recovery of advances, various securities and liabilities including statutory recoveries.
- (xiv) Implementation of various Labour Rules, Regulations and welfare measures as per the rules in force and laid down provisions in the Agreement.
- (xv) Implementation of various labour Rules, Regulations and welfare measures as per the rules in force and laid down provisions in the Agreement.
- (xvi) Assessment of material requirements to be arranged by contractor.
- (xvii) No variations, other than specifically permitted, shall be allowed to be executed.
- (xviii) Appraising the Employer through progressive reports mentioned in Para 5.8.
- (xix) All mandatory testing as per the codal provision and instructions for works specified in the works contracts.
- (xx) All machinery and equipment purchased by the contractor, against which either he has availed excise duty/custom duty exemptions or purchased against advance released by DFCCIL, should be available at site and should not be allowed to be removed from site without prior written permission from the Employer.

#### **4.0 Scope of Consultancy Services:**

- 4.1 The status and the scope of works to be executed by the contractors under this Project are given in Annexure 2 of these Terms of Reference.
- 4.2 The scope of the consulting services includes but is not limited to the following:

##### **4.2.1 Consultant's Role:**

- (i) **The consultants will nominate a Project Manager to act as the Engineer's representative on site and deploy other personnel to act as Engineer's Representative as per requirement of Employer for provision of services. The construction and completion period for the work's contract for which consultancy services are to be provided are as follows-**
  - (a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor. – **1216 days**

**from the date of issue of notification of award plus 24 months of Defect Liability(Notification) period**

*AND*

- (b) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India. - **900 days plus 24 months of Defect Liability (Notification) period.**

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

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

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

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

instruction, in accordance with provisions of construction contract.

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

#### **4.2.4 Consultant's Responsibility:**

The Project Management Consultant shall be responsible for the following:

- a) Review Project Management Plan within 30 days from the commencement of consultancy contract in the format specified by Consultant and/or Employer using Project Management Software as specified in the works contract.
- b) Developing systems and procedures to administer the construction contracts and ensure that the contractual requirements, with respect to both quality and quantity of work, are respected and the works are constructed in accordance with the provisions of the construction contract. The consultant shall finalize these within 45 days from the commencement of the consultancy contract. This includes job related to proper accountal of the material both supplied by the contractor and the old released one.
- c) Maintaining copies of all reference documents, specifications, and drawings in a systematic manner in the office of the Project Manager and provide relevant documents forms and stationery to site supervision personnel.
- d) Mobilising the experts/engineers as per the requirement of Employer. The consultant shall provide competent staff in full complement.
- e) Making all engineering decisions required for the successful and timely implementation of the construction contract.
- f) The consultant shall arrange to train its Personnel who are deployed for the Management of the Project, from time to time, as may be required, for efficient Management.
- g) Project Planning, Project coordination, Project interfacing or linkages using Project Management Software as specified in the works contracts.
- h) Preparation and submission for Employer approval all those plans and documents which are required for the execution of the work.
- i) Expeditious completion of work to ensure the required time schedule
- j) Supervision of all construction work.
- k) Conflict management and Change Management.

- l) Making all necessary measurements and certify payments as per DFCCIL procedure order with latest amendment. In addition PMC is required to certify provisional interim payment of the contractor within 2 days after receiving statement & supporting documents from the contractor, and certify interim payment certificate after detailed check within 28 days after receiving statement & supporting documents from the contractor.
- m) One level of checking of various drawings, plans, designs, documents prepared by construction contractor requiring submission to employer for their approval. This will include carrying out required alterations in the drawings in the process of approval. This also includes arranging various drawings (prints or tracings, as a case may be) for employer for reference or for alterations/modification required for execution of the work. Approval of Employer to various plans, design, documents etc. shall be arranged by the Project Management Consultant.
- n) Ensure preparation of CRS/EIG applications and the related follow-up work in railways and CRS/EIG office as and if required.
- o) Ensuring compliance to all safety requirements while progressing the work.
- p) To propose a viable phase working plan for the work, if situation warrants.
- q) PMC will carry out all consignee inspections\*, testing and acceptance test required for acceptance of work/equipment/goods/materials as per terms and condition of respective D & B contract and intimate DFCCIL/Contractor regarding test result conducted by PMC. PMC shall also evaluate the cross acceptance proposals and forward these to DFCCIL for further approval of the relevant authorities as per conditions of the respective two contracts  
 \* Any mandatory inspection as per RDSO guidelines at factory/ Firm's premises shall be done by RDSO/RITES/Employer.
- r) Ensuring consignee inspection, receipt of materials at site, accountal, (including materials procured through Supply contractors) and proper storage by Works Contractor.
- s) Project monitoring for the implementation of the Project up to commissioning of the project and during the defect liability (Notification) period .
- t) Preparation and submission of monthly and quarterly reports as per formats specified by the Consultant and/or Employer.
- u) Ensuring compliance by the works contractor to all relevant laws as specified in the works contract.
- v) Approving/recommending all designs and drawings.

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

- i) Payment of the Contractor's Bills.
- ii) Granting extension of time to the Contractor.
- iii) Ordering suspension of work.
- iv) Instructing additional work and / or variations in items.
- v) To supervise functioning of PMC and monitor services rendered by them.
- vi) Other items which engineer is not authorized to do as per relevant provision in design and build contract.
- vii) Items which require Employer's approvals as per relevant provision in design and build contract.

## **5.0 Detailed Terms of Reference:**

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

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

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

- f) Planning for the various checks and supervisory/managerial functions to be performed in-house for the Project Management Consultancy, and providing competent, qualified and experienced staff including support staff to ensure implementation of various obligations of the works contract.
- g) Planning for maintenance of Records to be kept e.g. checks to be carried for passing of materials/works at various stages, measurement of works/materials used, Accountal of materials etc.
- h) Planning for submitting various documents required for works requiring CRS's sanction as and if required, checking of Completion drawings, plans, work closed statements etc.

**5.1.2 Review:** The Consultant shall :

- (i) Review the detailed construction drawings and the contract for the project work. The review shall identify any defects or omissions that compromise the completeness or consistency of the design including checking of design or affect the viability, accuracy or implementation of the construction contract.
- (ii) Review the adequacy of the contractor's quality management system and contractor's proposed personnel specified in the construction contract.
- (iii) Checking of designs/drawings as to functionality, general layout, adherence to specifications and provisions of relevant codes, constructability and construction impacts, maintainability and aesthetics;
- (iv) Approve drawings and specifications for construction including approval of design changes during progress of work. Drawings not included in the construction contractor's scope including those required for phase working shall be prepared by the consultant. He shall arrange approval of various drawings from concerned railway. Railway authorities as and when required. The drawings and design work has to be followed till the submission of As Built drawings i.e. Completion drawings to DFCCIL.
- (v) Liaison between various contractors, designers, such that the designs for these sub-systems, that in particular their civil works, such as ducting, pedestals, cabins, poles and supports will be integrated properly into the overall project works.
- (vi) Review proposal for acceptance by RDSO under the guidelines of cross acceptance for any equipment or system proposed by the contractor if any, for execution of the work .

**5.2 Quality Assurance:** The Consultant shall:

- a) Prepare a Quality Assurance Manual, detailing the consultant's quality assurance/control procedures, to be submitted within 30 days of commencement of services.
- b) Assist the contractor to evolve a system of Quality Assurance for the works, including but not limited to, establishing testing frequencies and acceptance criteria for all materials and construction activities in



accordance with the specifications. The system should specify the prescribed quality checks and their frequency to be performed, acceptable limits for each quality check and do's and don'ts for all important activities, in appropriate format acceptable to the Employer, so that the same can be provided to the concerned field officers responsible for supervision of respective items for ready reference.

- c) Ensure that the procurement of materials and equipment are from the authorised sources and are duly inspected by the nominated agencies.
- d) Inspect and approve all materials received at site proposed to be incorporated in works;
- e) Check concrete mix designs proposed by the contractors and approve/suggest modifications to the mix designs, laying methods, sampling, testing procedures and quality control measures to ensure the required standards and consistency in quality at the commencement of activities;
- f) Inspect the quality of the works with regard to workmanship, compliance with the specifications and all necessary testing required for acceptance of any item of work;
- g) Assess and check the laboratory and field tests carried out by the contractor, and carry out independent tests in the site laboratory, wherever necessary;
- h) Maintain records of all testing, including cross referencing to items of work to which each test refers and the location from which any samples were obtained for testing.
- i) Issue orders to the contractor to remove or make good any work which is found to be:
  - a) Not in accordance with the drawings.
  - b) Not in accordance with the specifications in terms of either work methods or materials specifications.
  - c) Covered prior to inspection for acceptance or after rejection as unacceptable.

### **5.3 Project Control:**

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

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

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

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

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

#### **5.4 Construction Supervision:**

5.4.1 The Consultant shall:

- (i) Ensure adequacy, stability and safety of all personnel and construction works being executed by the contractor during the construction, operation and maintenance up to the end of the defect liability(Notification) period, including ensuring the safety of the running trains in the vicinity of the project site.
- (ii) Ensure that the works to be carried out on running lines are coordinated, planned meticulously and executed without exceeding the traffic and power block, ensuring that Railway operations are not disturbed by duly coordination with Railway authorities. He shall also ensure safety of workers, Railway assets, Rolling stock and Railway users.
- (iii) Conduct site visits to review progress in implementation, including physical progress, contractor performance, and adequacy of contractor's supervision.
- (vi) Assist the Employer for liaison and co-ordination with the relevant authorities to remove all obstacles and encumbrances from the project site, including utility relocation, if required.
- (vii) Assist the Employer in coordination with different agencies and hold meetings for proper and timely implementation of the project.
- (viii) Assist the Employer in the proper monitoring of progress of the works through computer aided project management techniques.
- (ix) Check contractor setting out for conformance with the drawings.
- (x) Maintain close liaison with State Electricity Board to ensure modification of overhead power lines, liaison with Division for S&T and electrical work modification.
- (xi) Prepare/issue modified drawings required for variation orders, or any other change, agreed by the Employer.
- (xii) Approve contractor's proposed designs/drawings for permanent & temporary works.

- (xiii) Inspect at regular intervals the contractor's plant and facilities, including the workers' accommodation at site, to ensure conformity with the construction contract and all government/state regulations.
- (xiv) Inspect the contractor's safety measures, including labour welfare, and immediately notify both the Employer and the contractor of any infringement or violation.
- (xv) Maintain records, working/as-built/completion drawings, test data, details of variations, correspondence, and diaries in the formats approved/specified by the Employer.
- (xvi) Verify lines and levels to ensure works are being executed as per the approved drawings/layouts, alignments and levels.
- (xvii) Check all hidden measurements through Project Manager/Resident Engineer which shall be recorded by Experts before covering the works.
- (xviii) Ensure that the materials used meet the specifications.
- (xix) Ensure that the quality of workmanship and the temporary arrangements/structures made for carrying out the works meet the requirement of specifications and safety standards.
- (xx) Ensure that the reinforcement provided is as per the approved drawings tied properly with cover blocks and chairs as required.
- xxi) Inspect the works or any part of the works, at substantial completion and advise the Employer and the contractor of any outstanding work, including defect, to be completed/remedied during the defect liability(Notification) period.
- (xxi) Inspect the works at appropriate intervals during the Defect Liability(Notification) Period.
- (xxiii) Ensure "As-Built/Completion" drawings, as true record of the works as constructed, are documented and kept in a systematic manner by the contractor.
- (xxiv) Prepare an inventory of the completed works, in a format agreed with the Employer, for use by the maintaining authority.
- (xxv) Maintain accountal of various materials and machinery as stated below.
- (xxvi) Maintaining material at site account for (a) all materials to be issued by the Employer free of cost, (b) all released materials till they are handed over to the DFCCIL/re-used.
- (xxvii) Maintaining accounts of (a) material brought to the site by the Contractor for which secured advance has been paid and the use of such material; (b) other materials brought to the site by the Contractor for which part payments are arranged and the use of such material; (c) other materials brought to the site

by the Contractor for which, no payment will be made till they are laid and use of such material for execution of works.

(xxviii Effective utilization of machinery made available by the Employer to the Contractor, either free of cost or otherwise.

#### **5.5 CONTRACT MANAGEMENT FRAMEWORK**

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

i) To administer the contracts, the DFCCIL will be the Employer. There will be a Field Unit headed by the Chief Project Manager/Mughalsarai (CPM/MGS) The Field Unit will interact with the Consultants and Contractors and shall be reporting to the Group General Manager/CO/EC in Corporate office for Civil works, GM/Electrical/EC for Electrical related issues, if any and GM/S&T/EC for Signaling and Telecommunication issues, if any at the Head Office. The payments for the consultancy works shall be released by CPM/MGS office.

ii) The Chief Project Manager will have authority to give directions to the Supervision Consultant in all routine matters related to the contract management/ administration which will include among other things application of correctives for any laxity in respect of slow progress and poor quality level of execution, examination of the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants.

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

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

iv) The Employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Engineer for taking necessary action. The Employer or his representative may also test check the quality and quantity of the materials brought to the site for incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Engineer and the Contractor. Chief Project Manager himself or through his designated officer will associate with the Team Leader of the Supervision Consultant in test checking of Quality Control tests as per the extant policy instructions of DFCCIL in vogue.

v) The Engineer/Engineer's representative must satisfy himself before submitting a bill (payment certificate) to the Chief Project Manager for payment that the work or supply billed for has actually been carried out/completed in

accordance with the terms and conditions of the contract. He should personally inspect all works of any magnitude before authorising final payments in connection therewith.

- vi) In addition to the above, certification of work by PMC shall be as follows -
  - a) 100% test check by PMC (Field Engineer)
  - b) 20% test check by Resident Engineer/Key Personnel/Sub-key officials of PMC
  - c) 5% test check of every alternate IPC by Project Manager.
- vii) The Chief Project Manager through his designated officer will carry out random test check of 3% of the measurements, including 2% test checking of all hidden items of the works (Hidden item is one, which is not exposed for measurement after completion such as earth work, foundation works of other structures, etc.). The test measurement shall be in the presence of the Project Manager/Resident Engineer or other authorized personnel of the Supervision Consultant, for verifying the veracity of the bills and for checking the quality of the works. In case the check measurement is carried out by the designated officer, the Chief Project Manager will countersign the check measurements. The test checks given above are indicative and these shall be as per the extant policy instructions of DFCCIL.
- viii) For the purpose of test check, “measurements” means the “corresponding monetary value of measurements of work done.”

#### **5.5.1 Conflict and change Management:**

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

#### **5.6 Measurement and Payment:**

- 5.6.1 The Consultant shall:
  - i) Take measurements (including plotting of cross sections for earthwork) and keep measurement records, in measurement books issued to him by the Employer.
  - ii) Issue interim certificates for progress payments.
  - iii) Certify completion of part or all of the works.
  - iv) Review and ensure continuity of the contractor’s sureties in approved formats.
  - v) Prepare quarterly cash flow projections for the Employer in a format acceptable to the Employer. Cash flows should identify budget estimates for all outstanding work.

- vi) Maintain records of all plant, labour and materials used in the construction of the works.
- vii) Check and agree the contractor materials ordering schedule.
- viii) Analyze claims submitted by the contractor and prepare a report for the Employer addressing the contractual basis, in terms of both technical and financial issues, for the claims and recommendations for a response to the contractor.
- ix) Assist the Employer in providing clarifications/explanations to the observations made from time to time by auditors.
- x) Co-operate and assist the Central Vigilance Commission and other organizations as instructed by the Employer in the event that the construction of the Project is subject to review.
- xi) Adhere to DFCCIL'S procedure order for measurement and payments, with latest amendments, and also adhering to provisions in specifications and Bill of Quantities/ milestones as detailed in the construction contract.

## **5.7 Project Completion:**

- 5.7.1 The Consultant shall issue the relevant certificates as may be required in the construction contract documents.
- 5.7.2 Consultant shall be responsible to obtain all records of completion drawings and completion documents from the contractor and prepare completion estimates in accordance with provisions of relevant Codes. This shall be submitted within six months of issue of taking over certificate.

## **5.8 Reports:**

- 5.8.1 The Consultant shall prepare and issue to the Employer six (6) copies of the following reports, the format and content of which are to be acceptable to the Employer:
  - (i) Project Management Plan: Within 30 days of the commencement of consultancy contract.
  - (ii) Systems and Procedures duly covering quality and safety plan: Within 45 days of commencement of consultancy contract of services along with necessary proformas for smooth functioning.
- 5.8.2 In addition to the above the Consultant shall provide the following reports in a format approved by the Employer.
  - i) A daily report including significant events, if any, on the previous day. The report shall be sent by e-mail or fax the Employer's representative at site. This report will also include any event/happening which is likely to affect the progress, quality of work and safety. Weekly report shall be submitted to the Employer's head office and Employer's representative at site.
  - ii) A brief monthly progress report to be submitted within 7 days of the end of each month. This report should include details on progress of checking of designs/drawings/approval of drawings and specifications for construction,

deployment of technical and supervisory staff by the Contractor and progress of construction work with reference to the targets.

The report should also include:-

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

## **6 Implementation Arrangements:**

- 6.1 It is anticipated that the consulting services defined under this TOR are anticipated to commence as specified in Data Sheet in Section 2 hereof. The actual commencement date will be confirmed by DFCCIL and will be dependent upon progress towards the award of the construction contracts.
- 6.2 The period of services has been derived on the basis of the consulting services commencing in the same month as the commencement date of the D & B works contracts and extending 24 months into the Defect Liability(Notification) Period of those contracts. However, neither the Commencement Date(s) nor the end of the Defect Liability(Notification) Period shall be construed as necessary conditions of either commencement or completion of the consulting services.
- 6.3 Chief Project Manager, Mughalsarai nominated by the Employer, will be the Employer's Representative.

## **7 Consultant's Organization & Staffing**

### **7.1 Organization:**

- 7.1.1 The Employer requires the projects to be managed as per the following tiers:
  - Project Manager
  - Key Personnel
  - Sub-Key Personnel
  - Field Engineer/Staff
  - Administrative Support Staff

**7.2 Estimate of Personnel - The estimate of requirement of different Personnel is detailed in Form 10.**

### **7.3 Consultants Key Personnel - Role & Responsibility:**

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

**Project Manager:**

He/She Shall:

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

7.4 Facilities for the PMC Personnel:

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



## **Annexure 1 (Section 4)**

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

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

- a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

#### **AND**

Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

## **1 Safety and Security**

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

- 1.2 Some of the extracts of the D & B bid issued for these works are as under:

### **1.2.1 Site Safety Plan General**

- (1) The Contractor shall, within sixty (60) days of the Commencement Date, prepare and submit to the Engineer for review his proposed safety plan, as part of the Contractor's Safety, Health and Environment Plan, which shall contain as a minimum items as mentioned in 1.2.2 to 1.2.13 below.
- (2) Procedures for updating the site safety plan and associated assurance system shall be given.
- (3) The compensation for affected workers or their relatives shall be paid by the Contractor in such cases utmost expeditiously in accordance with the Workmen's Compensation Act.

### **1.2.2 Statement of the Contractor's Safety Policy**

The Contractor shall produce

(1) A policy statement signed by the managing director of the Contractor or other senior officer acceptable, to the Engineer or the managing directors or other senior officers of each company of the consortium, partnership or joint venture comprising the Contractor, declaring that the Contractor shall ensure that safety and industrial health are given priority consideration in all aspects of the Works by the Contractor in discharging his contractual obligations.

(2) An understanding of and means of ensuring due compliance with the statutory regulations and standards relating to construction work in India;

(3) The statutory and contractual obligations regarding safety, rescue and industrial health imposed on the Contractor; and the means by which the Contractor will supervise, monitor and audit his site safety assurance system to ensure due compliance with these obligations.

### **1.2.3 Appointment, Duties and Responsibilities of Safety Staff**

(1) The "safety staff and organisational structure", should identify the personnel to be engaged solely for site safety assurance, the responsibilities of the participants and the subdivision of the site safety assurance tasks into elements which can be effectively controlled, technically and managerially.

(2) Names, addresses, telephone and facsimile numbers of all participants shall be listed where known (supplements to the site safety plan will update and complete this information)

(3) The powers vested in the safety staff, which shall be sufficient to enable them to take urgent and appropriate action to make safe the site and prevent unsafe working practices or other infringements of the safety plan or statutory regulations.

### **1.2.4 Policy for Identifying Hazards**

(1) The means by which the Contractor will identify hazards, assess the risks and develop procedures and method statements to minimise the risk for those risks which will occur during the works.

(2) The Contractor shall produce a list of safety and health hazards identified for this Contract and the procedures and method statements for achieving effective and efficient minimisation of the risks associated with such hazards.

### **1.2.5 Safety Equipment**

The means by which safety equipment, scaffolds, guard-rails, working platforms, hoists, ladders and other means of access, lifting, lighting, signing and guarding equipment shall be inspected, tested and maintained and the standards below which such items will be removed from the site and replaced shall be elaborated.

### **1.2.6 Contractor's Equipment**

(1) The Contractor shall produce policy and procedures for ensuring that all his plant and equipment used on the works site is maintained in a safe condition and is operated in a safe manner.

(2) Also regulations and procedures covering all safety and health aspects of the Works, including where appropriate but not limited to the following shall be produced by the Contractor:

- a) housekeeping
- b) working on or near operating railways
- c) fire prevention precautions and fire fighting equipment
- d) hot weather working

- e) electrical equipment
- f) welding/cutting operations and equipment
- g) personal protection clothing and equipment
- h) cranes
- i) hoists
- j) other lifting appliances
- k) manual lifting
- l) power tools
- m) hand tools and portable power driven tools
- n) hazardous substances
- o) working at height
- p) structural steel erection
- q) lighting
- r) protection against falling objects;
- s) working in confined places
- t) excavation
- u) Conveyance, Handling & Use of explosives
- v) Scaffolding & work Platforms
- w) Working at height
- x) Protection against falling objects

#### **1.2.7 Sub-Contractors**

(1) The means by which safety, rescue and industrial health matters and requirements will be communicated to sub-Contractors of all tiers and their due compliance with the site safety plan and all relevant statutory regulations is ensured by the main Contractor.

#### **1.2.8 Disciplinary Procedures**

(1) The Contractor's disciplinary procedures with respect to dealing with safety related matters both with his own staff and that of sub-Contractors shall be given.

#### **1.2.9 Accident Reporting**

(1) The Contractor's procedure for reporting and investigating accidents, dangerous occurrences or occupational illness.

#### **1.2.10 Safety Promotion**

(1) The Contractor shall provide details of the frequency, coverage and intent of site safety meetings together with the rationale for attendance.

#### **1.2.11 Site Security**

(1) The Contractor's system for the protection of authorised and unauthorised visitors to the site.

(2) The Contractor's proposals to ensure that construction methods do not compromise the Contractor's commitment to the site safety plan or its compliance with the statutory regulations.

#### **1.2.12 Labour Safety**

(1) The activities of Contractor shall be co-ordinated with Indian Railways so as to ensure safety of all Contractor's personnel.

(2) Labour safety arrangements by the Contractor shall be in accordance with the applicable legislation in India.

(3) The design and construction shall comply with the applicable legislation in India.

(4) The Contractor shall provide the equipment needed for the labour safety during the operation of the line.

### **1.2.13 Site Safety Plan**

The brief outline of site safety plan shall cover the following:

#### **Safety Personnel**

(1) The Contractor shall appoint a safety officer whose duties throughout the period of the Contract shall be entirely connected with the safety and industrial health aspects of the Contractor's activities on the site.

(2) The Contractor shall ensure that the safety officer maintains a daily site safety diary, such diary comprehensively recording all relevant matters concerning site safety, safety inspections and audits, safety related incidents and the like.

(3) The site safety diary shall be reviewed and signed on a weekly basis by the

Contractor's site representative and shall be available at all times for inspection by the Engineer.

#### **Site Safety Inspections**

(1) The Contractor will conduct site safety inspections at a regular frequency.

(2) The findings of the inspections shall be recorded on suitable forms which shall be kept available for inspection by the Engineer.

#### **Safety / Accident Reporting**

(1) The Contractor shall submit regular site safety reports to the Engineer in accordance with the site safety plan.

(2) Such reports shall be submitted as part of the Monthly Progress Report. Prior to submission, the site safety report shall be endorsed by the Project Director responsible for the Contract and the Contractor's site representative.

(3) The Engineer shall be informed by the Contractor verbally immediately after occurrence of any accidents whether on-site or off-site in which the Contractor, its personnel or plant, or those of its sub-Contractors are directly or indirectly involved and which results in any injuries to any persons, loss / damage to plant and machinery, disruption of traffic etc. This shall be followed by a written comprehensive report within 24 hours of the accident.

#### **Sub-Contractors**

(1) The Contractor shall provide its sub-Contractors with copies of the site safety plan and shall incorporate into all sub-contract documentation provisions to ensure the compliance with such plan at all tiers of the sub-contracting.

#### **Safety Meetings**

(1) The Contractor shall convene regular safety meetings in accordance with the safety plan and shall ensure attendance by the safety officer and safety representatives of sub-Contractors unless otherwise agreed by the Engineer.

(2) All safety meetings shall be notified in advance to the Engineer who may attend in person or by representative at his discretion.

(3) The minutes of all safety meetings shall be taken and sent to the Engineer within seven (7) days of the meeting.

#### **Safety Equipment**

(1) The Contractor shall identify the safety equipment, rescue apparatus and protective clothing which will be required for the Works.

(2) The Contractor shall ensure that safety equipment and protective clothing as described in the safety plan is available and used on the site at all material times and those measures for the effective enforcement of proper utilisation and necessary replacement of such equipment and clothing is incorporated into the site safety plan.

(3) The Contractor shall regularly inspect, test and maintain all safety equipment, and those found damaged, dirty, incorrectly positioned or not in working order shall be repaired or replaced immediately.

#### **First Aid**

(1) The Contractor shall establish, maintain, staff, and fully equip a first aid base as detailed in **Employer's Requirement**.

#### **Site Publicity**

(1) The Contractor shall ensure that safety, rescue and industrial health matters are given a high degree of publicity to all persons regularly or occasionally on the site.

#### **Training**

(1) The Contractor shall conduct regular safety training and rescue training drills, the frequency, coverage and application of which shall be in accordance with the site safety plan, and in any case shall not be more than every six months. Engineer may monitor the content of such training programs.

#### **Breach of Safety Regulations**

(1) Any employees of the Contractor or sub-Contractor of any tiers who commit a serious breach of the safety regulations shall be liable to summary dismissal and shall not be re-employed on the Contract or allowed on any of the sites.

(2) The due notice of this sanction shall be prominently displayed on the site.

#### **Safety Devices**

(1) All plant and equipment used on or around the site shall be fitted with appropriate safety devices which shall be operational at all times and shall be regularly inspected and tested.

#### **Testing and Certification of Lifting Gear**

(1) The Contractor shall provide and maintain safe mechanical cranes, hoists and conveying facilities for the lifting **and transport of materials and shall comply with all** relevant codes of practice for safe use of cranes.

(2) All cranes, hoists and the like shall be fitted with audible overload warning devices.

(3) All such equipment shall be regularly maintained in accordance with manufacturers' recommendations and standards having regard to local legislation and recommendations from the appropriate statutory authority.

#### **Fire Regulations and Safety**

(1) The Contractor shall provide and maintain all necessary temporary fire protection and fire fighting facilities on the site during the construction of the Works, and shall comply with all requirements of the local fire services department.

(2) These facilities may include, without limitation, sprinkler systems and fire hose reels in temporary site buildings, raw water storage tanks and portable fire extinguishers suitable for the conditions on the site and potential hazards.

(3) The Contractor shall submit details of these facilities to the Engineer for review prior to commencement of work on the site.

#### **Interface with Indian Railway Operations**

(1) The Contractor will review the interfaces with Indian Railway's operations and prepare a specific safety plan for all works that may affect the operating railway.

(2) The Contractor will comply with and incorporate Indian Railway's rules and regulations for track, signalling and operations possessions into his safety plan and will operate a permit to work system for all works which may affect the operations of the existing railway.

(3) Similarly, the site safety plan shall consider with other interfacing contractors in the closed vicinity of the Employer.

**Standby Equipment**

(1) The Contractor shall provide adequate stand-by equipment to ensure the safety of personnel, the Works and the public.

**Co-operation**

The Contractor shall provide full co-operation and assistance in all safety surveillance carried out by the Engineer or the Employer. Any breaches of the site safety plan or the statutory regulations or others disregard for the safety of any persons may be the reason for the Engineer to exercise his authority to require the Contractor's site representative's removal from the site. Besides this, Engineer may impose token penalty for such lapses as considered fit.

- 1.3 PRECAUTIONS WHILE WORKING IN CLOSE PROXIMITY OF EXISTING INDIAN RAILWAY TRACK are covered in the Bid Document of the D&B Contract.**

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

**1.0 SCOPE OF WORK**

1.1 The Employer's is in the process of engaging two agencies for two works as follows:-

- a) Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.

**AND**

- b) Design and Construction of Rail Flyover near Ganjkhwaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.

1.2 The above subjected bids mentioned in para 1.1 above have already been called for and are under process of finalisation.

1.3 The contemplated works as a part of above bid consists of

(A) **Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between -Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor.**

- a. Survey and investigation including geotechnical investigation including but not limited to setting out, benchmarking etc.,
- b. Design of Important bridge across river Sone (approximate length 3.06 Kms), its approaches (100 m on both sides) and other miscellaneous works,
- c. construction of bridge well foundation & substructure, bearings, approaches on both sides in embankment upto 100m length/cutting, drainage and other miscellaneous works etc.
- d. PSC bridge superstructure consisting of construction and launching of PSC superstructure spans including trolley refuge, wearing Coat, footpath, ballast-retainer, hand railing, expansion

- joint, inspection ladder and support for OHE & signaling posts, etc.
- e. Precast cover slab between two PSC girders.
- f. All testing activities and any other activity connected with the construction and completion of the bridge.
- g. The scope of work does not include
  - **any track work**
  - **any System work**

The Scope of Work is identified including but not limited to the following and is subdivided into item-wise Works to further clarify the Scope of Work.

**General :**

- (i) **Validation of the Data and Additional Survey:** Validation of the Data provided by the Employer including additional surveys if considered necessary by the Contractor for design of the Permanent Works and verifying the available Right of Way at Site and re-fixing the missing stakes, if any.
- (ii) **Geotechnical Investigations:** The Geotechnical Investigations required for Design of Permanent Works and as described in Employer's Requirement – General for design of Permanent Works.
- (iii) **Hydrological Survey:** Validation of the Hydrological Data provided by the Employer including additional Hydrological surveys, if considered necessary by the Contractor, for design of various bridge components.
- (iv) **Coordination with Others:** The Coordination and Interfacing with the other Contractors and the Interfacing Parties.
- (v) **Relevant Approvals / Clearances:** Obtaining all the necessary approvals / clearances to work relevant Certificates and / or Clearances from Local Authorities viz. completion Certificates, etc. as required. Associating with the Other Contractors, Testing of the bridge and their approaches under the current Package. Preparing relevant documentation for CRS inspection including carrying out changes / rectifications / modifications and making good any deficiencies in the Work, if required.

**Civil Works**

- (i) **Bridge Structures:** Design and construction of the structures of Important Bridge including but not limited to:
  - (a) Abutments including Well Foundation
  - (b) Piers including Well Foundation
  - (c) Bearings including bearing inspection platform for each bearing
  - (d) Superstructure / deck including wearing Coat, footpath, railing, ballast retainers, cable ducts, deck drainage system, expansion joints, inspection ladders, etc.
  - (e) Trolley/Maintenance staff refuges as required
  - (f) Supports for locating OHE Mast for traction system and signaling post as required.



- (g) Protection works for abutment and approaches. (protection work for piers not included in the scope of work).
- (h) Provision for outfall of the longitudinal side drains coming parallel to the tracks
- (i) Signages as required
- (j) Suitable fixtures / arrangement for inspection of superstructure
- (k) Precast cover slab between two PSC girders.
- l) Other related works as considered necessary
- (ii) **Earthwork for Rail track Formation:** Design and construction of the Earthworks in embankment or cutting for the Railtrack Formation for double tracks for the Main Lines, including but not limited to:
  - a) Clearing & Grubbing and Striping,
  - a) Excavation with or without Blasting,
  - b) Embankment,
  - c) Sub-Grade,
  - d) Blanket Layer,
  - e) Slope Protection & Erosion Control,
  - f) All other related works as considered necessary.
- (iii) **Drainage systems:** Design and construction of drainage system of all along the alignment of the bridge and their approaches including all other related works as considered necessary.
- (iv) **Earth Retaining Structures:** Design and construction of earth retaining structures along the alignment of the bridge approaches, if required, due to site constraints only.
- (v) **Uncharted Public Utilities:** Identification of the uncharted public utilities (if required) including co-ordination with the utility owning entities.
- (vi) **Miscellaneous Works:** Design and construction of all the other miscellaneous works including but not limited to:
  - (a) Wayside Signs and sign boards;
  - (b) Interface Management and Co-ordination with Other Contractors;
  - (c) Testing of elements of the bridges and their approaches for their structural conformity to the Design and the specifications and
  - (d) All other related works as necessary for the successful completion of the Permanent Works.

### **Associated Works and Temporary Works**

- (i) **Providing & Laying Double Wall Corrugated HDPE Pipes for Other Contractors:** Providing & laying Double Wall Corrugated Pipes of required dia. for Other Contractors (Signalling & Telecommunication and E&M contractors) at two location in each of the approach length on both sides of the bridges as decided by them for crossing of their cables, and as specified in Clause 7.1 and 7.3 of D&B bid document.

(ii) **Temporary Diversions and Restoration:** All the necessary temporary traffic diversions and traffic management, waterway diversions / diversion of the natural water flow etc. as required for execution of the Permanent and Temporary Works and ensuring smooth flow of the same during construction and restoration of the same on completion of the Works.

(iii) **Temporary Facilities, Temporary Utilities and Equipment for Use of Employer / Engineer:** Provision of all Temporary Facilities Viz. Provisional Site Office, Engineer's Site Office, Survey Equipment and Temporary Utility Services Viz. Electricity and water supply, sanitation and sewerage, office cleaning, waste and garbage disposal etc. for the use of the Employer and the Engineer, as detailed in Appendix 6 [Temporary Works] to the Employer's Requirements of D&B bid document.

(iv) All the Temporary Works associated with the Permanent Works including but not limited to:

(a) Access roads to Site as required

(b) Temporary bridges, if required

(c) Dismantling of the portion of existing structure (wherever and to the extent required) for the purpose of constructing Permanent Work adjacent to it, with the prior consent of Engineer and approval of Employer.

(d) Temporary Facilities / works and Temporary Utility Services as required by the Contractor for the safe execution of the Permanent Works

(e) Temporary signages as necessary for safe movement of public and construction machinery

(f) Any other temporary work as required for execution of the Permanent works and removal of the same on completion of the Work

(v) **HIV/AIDS Activities:** HIV-AIDS awareness programme as described in relevant Clause [Health and Safety] of the General Conditions of the Bid Documents.

**B) Design and Construction of Rail Flyover near Ganjkhawaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India.**

(i) Ch. 5.38 at Dehri-on-Sone Railway station to Ch.14.108 at New Karwandiya

Work in this section for DFC alignment includes Design and Construction of:

- a) Formation in Embankments/Cuttings including blanketing, drainage etc.
- b) Major Bridges (3 nos.)
- c) Road under Bridge (1 No.)
- d) Minor Bridges (15 nos.)
- e) Construction of (2 Nos.) RCC Buried boxes near LC No. 35 & 37.
- f) Supply and Spreading of Ballast.
- g) Three existing gate lodges LC No. 35, 36, & 37) are falling on the DFC alignment. At these LC gates new gate lodges are to be constructed. Other connected miscellaneous works for opening of LCs are also in the scope of work.
- h) Works in Pahleja Yard for IR track:
  - i) Earthwork in formation/cutting as per RDSO/2007/GE:0014(Nov., 2009) for 25 T Axle load for New IR lines (3 loop lines + 1 future loop) from Ch. 7.175 to 9.648.
  - ii) Construction of Goods office of plinth area 170 sqm.
  - iii) Construction of single storey New Station building, of 300.18 sq.m plinth area.
  - iv) Rail Level Goods Platform- 2 Nos. ( size 690 x 12.5m and 690 x 18m)
  - v) 7M wide Road with berms (1.5m on both sides) in circulating area as per yard plan and earth filling between the Goods Platform and Road.
  - vi) See- through fencing along Indian Railway boundary towards Goods yard side from ch. 7.175 to 9.648
  - vii) Extension of bridges (6 Nos.) on Goods yard side as per DFC loading.
  - viii) Spreading of Ballast in yard.
  - ix) Electrical Wiring for all buildings being constructed and arrangement of water supply etc. at Pahleja.  
(External electrification and electric supply are not in the scope of work)

(ii) **Ch.112.14 to Ch.116.38 near Ganjkhwaja**

Work in this section for DFC alignment includes Design and Construction of:

- a) Construction of Rail Flyover (RFO) for DFC double line over Howrah-Delhi IR lines.
- b) Formation in Embankments/Cuttings including blanketing, retaining walls, drainage etc. in above section for DFC

double line and for DFC single line (third line) connecting to IR yard at Ganjkhwaja.

- c) Major Bridge cum RUB (1 No.)
- d) Minor Bridges (9 nos.)
- e) RUB (1 no.)
- f) Construction of (1 Nos.) RCC Buried box near LC No. 79.
- g) Supply and Spreading of Ballast.

The RFO is to be constructed over 3 electrified IR tracks with least disturbance to the running trains on IR lines and adhering all safety norms. The permanent works and temporary arrangement of the said RFO and its launching arrangement shall need the approval of Commissioner of Railway Safety (CRS). The employer shall arrange getting approval of CRS for such arrangements required for CRS Sanction. The contractor shall prepare all the related documents and drawing.

The launching of superstructure for RFO will be done under intermittent traffic blocks on the existing IR tracks. Where track closures (traffic blocks) are required for construction, the Contractor is responsible for the coordination with IR and will be assisted as applicable by the Employer/Engineer. These traffic blocks shall be sanctioned by operations branch of IR according to the availability of time gap between running traffic on existing IR tracks. The contractor shall need to plan resources accordingly. Nothing extra shall be payable for any time lags in getting such traffic blocks by the employer.

Span of RFO to be constructed over existing 3 tracks Indian Railway shall have provision for two future tracks, one on either side of existing Indian Railway tracks. This RFO shall also have additional openings on both sides to provide road access with minimum 7.5m carriageway.

The work of RFO shall comprise design and construction of the following as considered necessary but not limited to:

- a. Abutment and piers including foundation
- b. Bearings
- c. Superstructure including ducts/Pipes for cables
- d. supports for OHE traction masts
- e. signages, suitable fixtures
- f. Steel truss and other related works as considered necessary.

This will also include design, survey including geotechnical investigation, as required. All the temporary works as required

for construction of foundations/sub-structure and launching of superstructure, etc.

- (iii) **Ch.119.437 to Ch.119.950** (upto connection at Dead End near East Receiving Cabin of MGS Yard) :

Work in this section for DFC alignment includes Design and Construction of:

- a) Formation in Embankments/Cuttings including blanketing, drainage etc.
- b) Minor Bridges - 2 No.
- c) Supply and Spreading of Ballast

- iv) **Buried Boxes between Ch. 80.00 to Ch.112.14:**

Construction of (6 Nos.) RCC Buried boxes near LC No. 64, 65, 66, 67, 69 & 77.

- v) The scope of work does not include-
- any track work
  - any OHE work
  - any S&T work
- a) A Major bridge is one which has a total Linear water way of 18m or more or which has a clear opening of 12 linear metres or more in any one span.
  - b) Bridges having lesser span/Linear waterway than as mentioned above in Note (i) are minor bridges.
  - c) '0.00' Chainage starts at Km 550.245 near Sonenagar of IR track.

- vi) **Supply and spreading of Ballast:**

Total 60,000 cum ballast is to be supplied. Out of this 30,000 cum of Ballast is to be spread on formation along DFC Track alignment forming a ballast bed of approx. 200mm. The quantities for each stretch will be approved by Engineer. Balance quantity of ballast has to be stacked at location approved by the Engineer for use by Track works contractor.

**All the Works shall be based on Employer's Requirement of the Design & Build bid document and developed further into the Contractor's Design.**

#### **1.4 Scheduling of works under 2 contracts :**

*Period of completion –*

- Design and Construction of Important Bridge across river Sone (approximate length 3.06 Kms), its approaches (on both sides) and other miscellaneous works for double track electrified railway line on Design Build Lump Sum Basis between -Sonnagar (Rly.Km.549) and Dehri-on-Sone (Rly.Km.554) Railway Stations

on Mughalsarai - Sonnagar Section of Eastern Dedicated Freight Corridor. - **-1216 days + 24 months defect liability**(Notification) **period**

*AND*

- Design and Construction of Rail Flyover near Ganjkhawaja, Formation in Embankments/Cuttings including blanketing, Bridges (Major, Minor & RUBs), Supply and Spreading of Ballast and other related infrastructural works for double track electrified railway line on Design Build Lump Sum Basis in different stretches between Dehri-on-Sone & Mughalsarai of Eastern Dedicated Freight Corridor in the states of Bihar and Uttar Pradesh in India. - **-900 days + 24 months defect liability**(Notification) **period.**

**Note: The Scope of work for both the contracts given above are indicative. Details of works to be done will be as per respective Bid documents and PMC shall carry out supervision of all works envisaged in the Bid documents including any additional work/variation in these D&B Contracts.**

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# **SECTION 5**

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

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## FORM OF AGREEMENT

Project Management Consultancy for \_\_\_\_\_  
AGREEMENT No. \_\_\_\_\_

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

### WHEREAS

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

For and on behalf of the

Consultant:

President of India

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1

2.

# GENERAL CONDITIONS OF CONTRACT

## 1. GENERAL

### 1.1 Definitions and Interpretation

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

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

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

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

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

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

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

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

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

(i) “Government” means the Government of India;

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

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

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

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

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

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

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

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

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

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

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

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

## **1.4 Governing law and jurisdiction**

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

## **1.5 Language**

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

## **1.6 Table of contents and headings**

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

## **1.7 Notices**

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

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

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

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

## **1.8 Location**

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

## **1.9 Authority of Member-in-charge**

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

## **1.10 Authorised Representatives**

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

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

Chief Project Manager,  
DFCCIL, Mughal Sarai.

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

## **1.11 Taxes and duties**

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

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Termination of Contract for failure to commence Services**

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

### **2.4 Expiration of Contract**

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

## **2.5 Entire Contract**

- 2.5.1 This Contract, the LOA, the NTP, the GCC, the SCC, the Terms of Reference and other Annexure together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Contract.
- 2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Contract, the provisions of Tender Document shall apply.

## **2.6 Modification of Contract**

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

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

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

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

### **2.7.2 No breach of Contract**

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

#### 2.7.3 Measures to be taken

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

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

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

#### 2.7.4 Extension of time

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

#### 2.7.5 Payments

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

#### 2.7.6 Consultation

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

### **2.8 Suspension of Contract**

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

### **2.9 Termination of Contract**

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



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

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

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

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

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

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

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

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

#### 2.9.3 Cessation of Services

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

#### 2.9.4 Payment upon Termination

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

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

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

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

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

## **2.10 Supersession of the Consultant**

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

## **3. OBLIGATIONS OF THE CONSULTANT**

### **3.1 General**

#### **3.1.1 Standards of Performance**

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

#### **3.1.2 Terms of Reference**

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

#### **3.1.3 Applicable Laws**

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

### **3.2 Conflict of Interest**

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

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

### 3.2.3 Prohibition of conflicting activities

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

- (a) During the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) After the termination of this Contract, such other activities as may be specified in the Contract; or
- (c) At any time, such other activities as have been specified in the Tender Document as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions discounts, etc. The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any of its Personnel or agents, similarly shall not receive any such additional remuneration.

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

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

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

- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person

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

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

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

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

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

### **3.3 Confidentiality**

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

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

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

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

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

### **3.4 Liability of the Consultant**

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

3.4.2 Consultant's liability towards the Employer

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

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

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

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

### **3.4.4 Indemnity**

The Consultant shall, subject to the provisions of the Contract, indemnify the Employer for any direct loss or damage that is caused due to any deficiency in the Services including any excess billing claimed by the Contractor and paid by the Employer either due to oversight of the Consultant's Personnel or

done intentionally with the collusion of the Consultant's Personnel. The Consultant shall take out and maintain professional insurance at his own cost for the amount specified in Clause 3.5 towards this end. This shall be over and above the Retention Money and Performance Guarantee specified in Clause 7.1.

### **3.5 Insurance to be taken out by the Consultant**

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

b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the DFCCIL, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement.

c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the DFCCIL shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the DFCCIL.

d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the DFCCIL as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the DFCCIL as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of Rs. 7.5 crores.

b) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and

- c) Professional liability insurance for an amount no less than the Agreement Value. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the Agreement value. In case of JV, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

### **3.6 Accounting, inspection and auditing**

The Consultant shall,

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

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

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

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

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

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

### **3.8 Reporting obligations**

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

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

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

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

### **3.10 Equipment and materials furnished by the Employer**

Equipment and materials made available to the Consultant by the Employer shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall furnish forthwith to the Employer, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions



of the Employer. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the Employer in writing, insure them in an amount equal to their full replacement value.

### **3.11 Providing access to Project Office and Personnel**

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

### **3.12. Accuracy of Documents**

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

## **4 CONSULTANT'S PERSONNEL**

### **4.1 General**

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

### **4.2 Deployment of Personnel**

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

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

4.2.4 In the event that any of the personnel is found by the Employer to be incompetent, guilty of misbehaviour, or incapable in discharging the assigned responsibilities, the Employer may direct the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience meeting with the minimum eligibility specified in the Contract and acceptable to the Employer. Each replacement for a Personnel at any time during the implementation of the contract, either on the request of the Employer pursuant to the provisions specified in the Clause or by the Consultant on its own, shall cause a deduction of 20% of the remuneration specified for the Personnel in the Contract at the time of such replacement till 12 months of the implementation of the Contract or six months of the deployment of the new Key Personnel, whichever is later.

#### **4.2.5 Escalation in consultancy fees**

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

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

#### **4.3 Approval of Personnel**

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

#### **4.4 Substitution of Key Personnel**

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

#### **4.5 Working hours, overtime, leave, etc.**

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

#### **4.6 Team Leader**

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

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

### **5. OBLIGATIONS OF THE EMPLOYER**

#### **5.1 Assistance in clearances etc.**

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

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

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

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

#### **5.2 Access to land and property**

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

#### **5.3 Change in Applicable Law**

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

#### **5.4 Payment**

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

### **6. PAYMENT TO THE CONSULTANT**

#### **6.1 Cost estimates and Contract Value**

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

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

## **6.2 Currency of payment**

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

## **6.3 Mode of billing and payment**

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

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

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

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

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

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

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

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

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

6.3.4 In case currency of the Contract is extended for reasons not attributable to the Performance of the Consultant, the remuneration per month in the extended period shall be made based on accepted man month rates and actual deployment of staff in the manner specified in Clause 6.3.3.

6.3.5 In case the Contract is extended due to reasons attributed to the Consultant, the payment per month in the extended period shall not be made; however, all Personnel as per deployment schedule shall continue to be provided by the Consultant. The part of the money held back earlier in terms of the Clause 6.3.3 will continue to be released based on actual financial progress of work. In case the Consultant fails to deploy any Personnel during such extended

period the equivalent amount will be recovered from the Retention Money and/or the Performance Guarantee or any other sums due to the Consultant.

- 6.3.6 In case the Contract is completed ahead of schedule, then the part of the payment specified in Clause 6.3.3 (i) will be restricted up to the month in which the Contract is concluded.
- 6.3.7 In the event of fore-closure/termination of construction contract for supervision of which the Consultant has been appointed, no further payment beyond 30 days from the date of such fore-closure/termination of construction contract shall be made to the Consultant. In all such cases, further continuance of the Consultant's Contract would be determined by the Employer and the Employer's decision would be final.
- 6.3.8 Payments against travel on duty shall be made on reimbursement basis on submission of Statement of Expenses by the Consultant.
- 6.3.9 Remuneration for Personnel shall be determined on the basis of time spent by the Personnel in performance of the Services after the Effective Date as per accepted rates of the Contract. Unless otherwise specifically provided for in Contract, such rates shall be fixed for the duration of the Contract.
- 6.3.10 Remuneration for periods of less than one month shall be calculated on a calendar day basis for the time spent in the field for part of the month. The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Personnel's remuneration shall be deemed to cover these items. Any taking of leave by Personnel shall be subject to the prior approval of the Employer and the Consultant shall ensure that such absence will not delay the progress and adequate supervision of the Services. The period for which the Consultant's Personnel will be on leave shall not be charged on the bill and the bill must be accompanied with the attendance record for the period. The working hours of the personnel of the Consultant will have to be adjusted for proper supervision at all times when the work is in progress, without any over time, according to the requirement at site.
- 6.3.11 Consultant's Personnel can avail one day weekly rest and also National holidays declared at Employer's Headquarters office for which no deduction in their remuneration will be made. If required the Personnel shall stagger/defer such weekly rest or availing National Holiday during exigencies, so as to ensure uninterrupted progress of works.
- 6.3.12 The final 6% part payment under the Clause 6.3.3(ii) (a) shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed to have been completed and finally accepted by the Employer and the final report and final statement shall be deemed to have been approved by the Employer as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the Employer unless the Employer, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.

- 6.3.13 Any amount which the Employer has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Employer within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within 1 (one) year after receipt by the Employer of a final report and a final statement in accordance with Clause 6.3.12. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- 6.3.14 All payments under this Contract shall be made to the account of the Consultant as may be notified to the Employer by the Consultant.
- 6.3.15 The consultant shall submit their invoice/s to the Person/s authorized by the DFCCIL Representative for certifying and causing payment.

## **7. LIQUIDATED DAMAGES AND PENALTIES**

### **7.1 Retention Money and Performance Guarantee/ Security**

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

### **7.2 Liquidated Damages**

#### **7.2.1 Liquidated Damages for error/variation**

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

#### **7.2.2 Liquidated Damages for delay**

In case of delay in commissioning of the Project leading to delay in completion of Services, due to reasons attributable to the PMC, liquidated damages not

exceeding an amount equal to 0.05% (zero point zero five percent) of the Contract Value per day, subject to a maximum of 5% (five percent) of the Contract Value will be imposed on the consultant and shall be recovered by appropriation from the Retention money or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

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

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

**7.2.4 Encashment and appropriation of Retention money and Performance Guarantee:**

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

**7.3 Penalty for deficiency in Services**

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

**8. Defect Liability(Notification) Period**

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

Retention money and Performance Guarantee shall continue to remain with the Employer and the Professional Insurance taken by the Consultant for this Contract shall continue to remain applicable during the Defect Liability Period.

The Retention Money and the Performance Guarantee shall be returned to the Consultant after expiry of the Defect Liability Period provided the Employer has no claim against the Consultant.

## **9. FAIRNESS AND GOOD FAITH**

### **9.1 Good Faith**

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

### **9.2 Operation of the Contract**

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

## **10. SETTLEMENT OF DISPUTES**

### **10.1 Amicable settlement**

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

### **10.2 Dispute resolution**

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

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

### **10.3 Conciliation**

In the event of any Dispute between the Parties, either Party may call upon the Dispute Resolution Board appointed by Managing Director/ Director of DFCCIL for amicable settlement, and upon such reference, the Dispute Resolution Board shall meet no later than 21 days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 21 days period or the Dispute is not amicably settled



within 30 days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of clause 10.4.

#### **10.4 Arbitration**

- 10.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 10.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 10.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "**Rules**"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be New Delhi and the language of arbitration proceedings shall be English.
- 10.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made by MD /DFCCIL. The arbitration tribunal shall be selected from a arbitration panel of 5 Arbitrators provided by DFCCIL.
- 10.4.3 The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 10.4 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Employer agree and undertake to carry out such Award without delay.
- 10.4.4 The Consultant and the Employer agree that an Award may be enforced against the Consultant and/or the Employer, as the case may be, and their respective assets wherever situated.
- 10.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- 10.4.6 Arbitrator's fee and other admissible expenses shall be as per DFCC prescribed norms.

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