



Dedicated Freight Corridor Corporation of India Ltd.

BID DOCUMENT

FOR

Tender No- KKK/EN/TENDER/EIA/DKAE-GMO/2015-16/06

Date of Opening : 13.05.16

Name of Work:- Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

Single Packet Open Tender

Cost of Bid document: – Rs. 2,000/-

BID DOCUMENT

NOT TRANSFERABLE

Office of the Chief Project Manager,

Dedicated Freight Corridor Corporation of India Ltd.

18/N (Ground Floor), Block 'A', New Alipore, Kolkata – 700053.

Tele No.- 03323973938, Fax-033-23973937, Email –dfcc.kolkata@gmail.com

INDEX

Title	Contents	Page Nos.
	Disclaimer	3
	Notice Inviting Tender	4
	Corrigendum of NIT	5
	Forwarding letter by the consultant/Bidders	6
Section:1	Letter of Invitation	7-8
Section:2	Instructions to Consultants	9-13
Section:3	Terms of Reference	14-21
Section:4	Form of Contract Agreement, GCC, SCC	22-41
Section:5	Financial proposal	42-45
Annexure - 1	Bidder's General Information	46
Annexure - 2	CV for proposed professional staff	47-48
Annexure - 3	Desirable qualification of Key Professionals	49
Annexure - 4	Form of performance guarantee bond	50-52
	End of document	53

DISCLAIMER

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

**For CPM/KKK
on behalf of DFCCIL**

Dedicated Freight Corridor Corporation of India Limited
(A PSU under Ministry of Railways)

NOTICE INVITING TENDER

Tender No- KKK/EN/TENDER/EIA/DKAE-GMO/2015-16/06

Sealed tender is invited by Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited Kolkata on behalf of THE PRESIDENT OF INDIA from established and reputed contractors for the work as under:

1.	Tender No.	KKK/EN/TENDER/EIA/DKAE-GMO/2015-16/06
2.	Name of Work	Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.
3.	Duration of Contract	(04) FOUR MONTHS
4.	Estimated cost of work	₹ 18,50,611/- (Rupees Eighteen Fifty thousand Six hundred and eleven only)
5.	Type of BID	Single packet open tender.
6.	Bid Deposit	Rs. 37,050/- (Rupees Thirty Seven thousand and Fifty only)
7.	Sale of bid documents	To commence from 07.04.2016 and will continue till 18:00 hrs. on 07.05.2016.
8.	Last Date of receipt of bids	Up to 14.30 Hrs on 09.05.2016
9.	Opening of bids	At 15.00 Hrs on 09.05.2016
10.	Validity of offer	90 (Ninety) days from date of opening of tender.
11.	Address for communication	Office of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, 18/N(Ground Floor), Block ' A' , New Alipore, Kolkata – 700053, west Bengal.

Tender form can be purchased from the above address on all working days **from 07.04.2016 and up to 18.00 hrs on 07.05.2015** on payment of (Non Refundable) **Rs. 2,000/-** (Rs. 2,500 /- if required by post) in the form of Demand Draft/Bankers Cheque in favour of Dedicated Freight Corridor Corporation of India Limited, Kolkata issued by any Nationalized and Scheduled commercial Bank.

The tender document can also be downloaded from company's website www.dfcc.org and the same will be accepted along with the tender fee of Rs. 2,000/- (Rupees Two Thousand only) through a separate Demand Draft drawn on any Nationalised/ Scheduled bank favouring Dedicated Freight Corridor Corporation India Limited, payable at "KOLKATA". Offers without cost of tender paper are liable to be rejected.

Dedicated Freight Corridor Corporation of India Limited
(A Govt. of India Enterprises)

Corrigendum No.1, Dated 11.04.2016

Addendum /Amendment to the NIT

For

Tender No:- KKK/EN/TENDER/EIA/DKAE-GMO/2015-16/06

Name of Work:- Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

S.No. as per NIT	Item of NIT	Corrigendum
7	Sale of Bid documents	Date of commencement of sale of bid documents changed from 07.04.16 to 12.04.16 and sale of bid document will continue till 18:00 hrs. on 12.05.16
8	Last Date of receipt of bids	Last date of receipt of Bid document changed from 14:30 hrs. on 09.05.16 to 14:30 hrs on 13.05.16
9	Opening of bids	Last Date of opening of bid is changed from 15:00 hrs. on 09.05.16 to 15:00 hrs. on 13.05.16
Note: All other stipulation remains unchanged		

Forwarding letter by the Bidder

To,

**Chief Project Manager,
DFCCIL, Kolkata**

Name of Work:- Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

Ref.: Tender No. -KKK/EN/TENDER/EIA/DKAE-GMO/2015-16/06

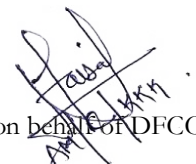
I/We have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.

1. A sum of **Rs. 37,050/-** (Rupees Thirty Seven thousand and Fifty only) is being submitted as Earnest Money Deposit in the form of Demand Draft/Bankers Cheque No. dated..... issued by (Name & Branch of Bank). The value of the Bid Security(Earnest Money) shall stand forfeited without prejudice to any other rights or remedies if:
 - i) I/We do not execute the contract agreement within 15 (fifteen) days of receipt of notice by the DFCC administration that such documents are ready:
 - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to 5 (Five)% of contract value as per the Performa prescribed by DFCC, within 15 days of issue of Letter of Acceptance.
And
 - iii) I/We do not commence the work within 07 days after receipt of letter to proceed.
2. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modification, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

Signature of Bidder

Bidder's Address

Signature Of Bidder



Section 1

Invitation for Bids (IFB)

LETTER OF INVITATION

To,

Sub: Name of Work: Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

Ref.: Tender No. -KKK/EN/TENDER/EIA/DKAE-GMO/2015-16/06

Dear Sir,

Chief Project Manager, DFCCIL, Kolkata, for and on behalf of DFCCIL invites, bids in single envelop system, from the tendering firms/JVs for undertaking the **“Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata”**.

2.0 Project Information and Brief Scope of work has been given in the **‘TERMS OF REFERENCE’ (Section 3)** of the **‘REQUEST FOR PROPOSAL’ (RFP)** document.

3.0 General information about the quotation has been given in the **‘NOTICE INVITING TENDER’**

4.0 **“Single Stage” One packet** has been adopted for submission, evaluation and selection of consultant. The proposal should be submitted in single envelope super scribed as under-

(i) TENDER NO. (ii) Name of Work (iii) Name & Address of bidder

5.0 Envelope should contain following documents-

- (i) Forwarding Letter given in the Bid document.
- (ii) Power of Attorney of authorized person who signed the Tender
- (iii) A certified copy of partnership deed or article of memorandum or any other legal document about status of the bidder if the firm is a partnership or JV firm.
- (iv) This document duly signed on all pages
- (v) BIDDER’S GENERAL INFORMATION as per Annexure–1 of the document

2.0 The contractor / bidder must quote a single percentage above / below or at par of the total amount as given in the Tender schedule.

Signature Of Bidder

6.0 Minimum Eligibility Criteria

- a) The bidder must have been a registered and reputed Company with adequate experience in Environmental Assessment of highway /pipelines/other linear projects. Firms with experience of conducting EA studies for Development of Railway Tracks/Projects will be preferred.
- b) It must have personals as specified in TOR of these documents, excellent skills in writing and speaking English and must be conversant in Bengali & Hindi.
- c) It must have experience of having implemented projects directly funded by reputed agencies.
- d) It must have operating field office in the state of West Bengal and Jharkhand..
- e) Bidders should submit requisite paper from agency which had deployed the consultant and certificate of satisfactory completion of work

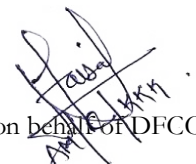
7.0 Bidders are required to give unconditional offers. Conditional offers, having financial implication, are liable to be rejected.

8.0 GENERAL

- 8.0 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 8.1 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.
- 8.2 The bidders shall keep their offer open for a minimum period of 90 days from the date of opening of the bid, being extended further if required by mutual agreement from time to time.
- 8.3 Envelopes of all offers will be opened on the date/time specified in the document in the presence of bidders/ their representatives who choose to attend the same to verify its contents as per requirements. The rates shall then be read out.
- 8.4 If the date of opening is declared as holiday then the offer shall be accepted upto 14.30 hrs of the next working day and the same will be opened at 15.00 hrs on the same day {i.e. next working}.
- 8.5 Proposals received after due date/time of opening will not be opened and will be returned to the bidder.
- 9.0 DFCC will not be responsible for any delay, loss or non-receipt of Request for Proposal (RFP) document sent by post/courier. Further, DFCC shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.

Yours faithfully,

**For CPM/KKK
on behalf of DFCCIL**



SECTION 2: INSTRUCTIONS TO CONSULTANTS/BIDDERS

1 INTRODUCTION

Definitions

- (a) "Client" 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 its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
 - (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/Bidders" (**Section 2 of the RFP**) means the document which provides the interested Consultants/Bidders 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;
 - (i) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
 - (j) "Proposal" means the 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 which the Consultant subcontracts any part of the Services.
 - (n) "**Terms of Reference (TOR)**" means the document included in the RFP as **Section-3** which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- 1.1 The 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 on the local conditions, consultants are encouraged to pay a visit to the project site before submitting the Proposal.
- 1.2 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Consultant.
- 1.3 Consultants shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

- 1.4 The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.5 A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- 1.6 It is the DFCC's policy that the Consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
 - (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) **"corrupt practice"** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) **"fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) **"collusive practices"** means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) **"coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 1.7 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.8 **Removal and / or Replacement of Personnel**
 - (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action,

Or

- (c) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

2 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants/Bidders may request a clarification of any of the RFP documents. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address. The Client will respond by mail, facsimile, or electronic mail to such requests and will send copies of the response to all the Consultants/Bidders.
- 2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile or electronic mail to all the Consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

3 PREPARATION OF PROPOSAL

- 3.1 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.
- 3.2 The proposal should include the complete RFP document dully signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.
- 3.3 Consultants/Bidders are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Consultant/Bidder and may result in rejection of the proposal submitted by the Consultant.
- 3.4 Consultants must give particular attention to the following:
 - (i) The majority of the key professional staff proposed must be permanent staff of the firm. "Permanent Staff means the candidate had been employed with the Firm for a minimum period of 1 (One) year.
 - (ii) No alternative to key professional staff shall be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.
 - (iii) A good working knowledge of the English, Hindi & Bengali is essential for key professional staff in this agreement. Reports must be in English or as specified in the document.
 - (iv) Joint ventures are allowed as detailed in the RFP document. However, lead partner of the JV must be the recipient of RFP.
- 3.5 The Consultant/agency/firm should provide the following information:
 - (i) A description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar chart of activities.

- (ii) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing.
 - (iii) CVs as per **Annexure - 2** signed on each page by the proposed professional staff and the authorized representative submitting the proposal.
 - (iv) Following documents about the proposed staff team-
 - (a) Self Attested copies of the educational/ professional qualifications including certificate of 10th standard indicating date of birth.
 - (b) Self attested copy of PAN Card
 - (v) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment,
 - (vi) Any additional information requested in the document
- 3.6 Consultant should quote his rates in the schedule enclosed with the RFP document as a **flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule**. This percentage shall be applicable on total amount. **Total cost of offer is inclusive of all taxes and levies except** service tax which will be reimbursed separately on production of proof of the payment thereof. Service Tax shall be paid as per the prevailing rules and guidelines under Service Tax Act and Govt. of India. However, Service Tax shall be exclusive of the assessed rate. Consultant has to assess all other Taxes and should inbuilt them in their proposal. These taxes (other than service tax) would not be paid separately.
- 3.7 While quoting their rates based on **flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule**, consultants are expected to take into account the requirements and conditions of the RFP documents.
- 3.8 Bidders shall express their offer in the Local currency (Indian Rupees) only.

4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization in original/notarized is confirmed by a written Power of Attorney accompanying the Proposal.
- 4.3 Consultants shall submit one "Original" proposal only. The envelope must be clearly marked **"DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES"**

5 NEGOTIATIONS

If DFCC feels, so negotiation with the consultants shall be done. Negotiations will be held at the date and address indicated subsequently through net/telephone. Representatives conducting negotiations on behalf of

the Consultant must have written authority to negotiate and conclude a Contract.

6 AWARD OF CONTRACT

- 6.1 The DFCC will issue a letter of award to the successful Consultant.
- 6.2 Within **15 days** from the date of issue of the letter of award, the successful Consultant will be required to (i) execute the Contract Agreement for Consultancy Services as per General Conditions of Contract for Consultancy Services (**section 4**) and as amended and supplemented by Special Conditions of Contract (**section 4**).
- 6.3 The successful firm/ consultant with whom the contract is awarded shall commence the assignment within **7 days** from the date of issue of acceptance letter.

7 CONFIDENTIALITY

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

**For CPM/KKK
on behalf of DFCCIL**



Section-3

Terms of Reference-EIA

Name of work: Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

Introduction: Eastern Dedicated Freight Corridor (EDFC) extends from Ludhiana in Punjab to Dankuni near Kolkata, West Bengal. Dankuni – Gomoh section is being considered for funding by the PPP mode. This section being highly congested, development of DFC will significantly improve efficiency of both freight and passenger traffic and associated industrial and economic benefits. Though as per Ministry of Environment and Forests (MoE&F) EIA notification, 2006, railway project does not require conducting EIA and obtaining Environmental Clearance (EC). However, magnitude of entire DFC activities, DFCCIL has decided for EIA of DFC project. Accordingly, DFCCIL intends to conduct EIA of 282 km in Dankuni – Gomoh section as per scope of work given below by engaging an independent consultants for the purpose.

2.0 **OBJECTIVE:** The objectives of the EIA and EMP will be to-

- (i) Identify potential environmental impacts to be considered in the design of Dankuni – Gomoh section and recommend specific measures to avoid/mitigate the impacts.
- (ii) Formulate an implementable Environmental Management Plan (EMP) integrating the measures to avoid the identified impacts and an appropriate monitoring and supervision mechanism to ensure EMP implementation.
- (iii) Review the proposed alignment and other components and identify possible environmental issues to be addressed during planning, design, construction and operation of the project.
- (iv) Develop an Environmental Management Framework that provides guidance to DFCCIL design and supervision consultant and the contractors for integrating environmental issues at all stages of construction and operation of this section.
- (v) Recommend suitable institutional mechanisms to monitor and supervise effective implementation of EMP.

2.1 The specific EMP will be developed for the section and integrated into the respective contrives and BOQs for implementation and operation of DFC to ensure its adequate implementation. EMF will be adopted and implemented in Dankuni – Gomoh section for the developments and operational phases.

3.0 OUTLINE OF TASKS:

- (i) As outlined in the project objective the study essentially comprises of the following two components:-
 - Comprises Environmental Assessment and preparation of Environmental Management Plan for section.
 - Development of EMF for Dankuni – Gomoh section

- (ii) The EA for the subject stretch to be prepared addressing all the environmental aspects associated with the project complying fully with the environmental assessment requirements of Safeguard policies of the relevant organisation as decided by DFCCIL. The EA will also include an Environmental Management Plan (EMP) incorporating measures to avoid/mitigate various environmental impacts and enhance positive impacts as identified, associated costs, implementation, management and monitoring arrangements for the implementation of EMP.
- (iii) The EMF component of the study would take input from EA study of Dankuni – Gomoh section, will review the entire section and develop a generic environmental management plan and framework to address environmental issues during planning, design, construction and operation phase. The EMF will establish the criteria to identify the level of EA required for subsequent phases/ components of EDFC. The EMF will also itself suggest the operationalization of EMF, appropriate institutional mechanism and specific training/capacity building needs (if any)

The scope of work is carrying out EA study will include but not limited to the following-

3.1 Environmental Assessment

This component of the study will identify all the environmental issue that may have negative/ positive impacts on the project influence area during various stages of project design, construction and operation. The study will focus both on direct and indirect impacts on environmental components such as land, air, water, noise, vibration, ecology, natural habitats, human health, safety, socio economic impact and assess their magnitude and significance. The consultants will base his assessment based on detailed base line environmental monitoring surveys (one or two season depending on the sensitivity of the component and potential impact), available secondary data and field investigations.

During the assessment process, the consultant would also review various environment safeguard polices of relevant organisation as prescribed by DFCCIL and carry out the assessment complying with the above safeguard policies. The key components of the EA study are given below.

- i. **Brief Description of the proposed alignment** comprising various activities proposed their implementation phasing and their inter-linkages with regard to environmental impact.
- ii. **Detailed Environmental Profile of the Project Influence Area** (within 5 km on either side of the proposed alignment) with details of all the environmental features such as Reserve Forests, Sanctuaries/ National Parks, Rivers, Lakes/ Ponds, Religious Structures, Archeological monuments, Natural Habitats, School, irrigation Canals, utility Lines, other sensitive receptors, etc. The environmental profile shall be presented on a suitable map clearly indicating the location of each of features in relation to the project alignment.



- iii. **Detailed Field Reconnaissance of the Proposed Alignment**, with strip map if required by DFCC presenting all the environmental features and sensitive receptors (trees and structures in the ROW, Structures Reserve Forests, Sanctuaries/ National Park, Rivers, Lakes/ Ponds, Religious Structures, Archeological monuments, Natural Habitats, Schools, Irrigation Canals, utility Lines, other sensitive structures) along the project corridor. The environmental features shall be clearly recorded on the strip map indicating their distance from the center line of the proposed alignment. For this purpose, the consultant can also utilize the satellite imageries and the topographic survey data available with DFCCIL. The final strip maps developed in this task shall be suitable to be integrated with the data base management systems/ GIS platform. The methodology proposed for presenting the environmental profile and preparation of strip maps shall be clearly detailed out by the consultant in this technical proposal.
- iv. **Detailed Base Line Environmental Monitoring** of various Environmental Attributes such as ambient air quality, noise levels, water quality (surface & groundwater), ecological profile, etc. The monitoring surveys shall be carried out for one season only depending on the sensitivity of the environmental attribute (such as settlements, schools, cultural/heritage sites, etc.) and the possible impacts of the project on the same. Base line survey should specifically focus on noise and vibration levels at sensitive locations due to the existing rail line and the monitoring program should be designed in such a way that the continuous noise levels and vibrations at appropriate intervals are recorded for assessing the future impacts due to the proposed project. The overall base line environmental profile should present the profile of the project area, using a combination of primary and secondary data. Noise, Air, Water vibration and soil test shall have to be carried out at each location. This shall be reviewed by SEMU dept. of DFCCIL in corporate office. Actual detailed environment monitoring surveys shall be presented in the 'progress report' and shall be carried out after approval of the monitoring plan by DFCCIL.
- v. **Assessment of Environmental Impacts** of the project shall be carried out for both 'with the project' and scenarios. The assessment should clearly focus on various components of the corridor such as bridges, culverts, terminal stations, junction stations, signaling stations, electrical substations, etc. and their impacts on physical, ecological and socio-economic environment. The impacts shall be predicted for all the alternative scenarios using appropriate air/water/noise/ecological models of impact prediction or other analytical techniques and ensure that they are comprehensive in their coverage.

This task should also evaluate the impacts during construction phase of the project, such as development of borrow areas, quarry sites, material storage yards, plant/equipment sites, debris disposal sites, construction/labour camps, health and safety aspects, etc. The assessment should also include linked or common facilities such as freight storage yards, container stations etc. and their impacts. During the operation phase of the project, the assessment should evaluate various activities of corridor operation such as freight operations, corridor maintenance (major and minor), material handling, signaling, provision of sewerage and solid waste

management facilities, etc. While evaluating the impacts, the consultant will also prioritize environmental issues by establishing linkages with the activities during both design and implementation stage.

- vi. **Measures for the Mitigation of Environmental Impacts and opportunities for enhancement, with associated detailed cost estimates** (wherever applicable), for all the impacts identified. The measures for the mitigation of impacts should consider options such as minor modifications in alignments, reduction of ROW and engineering measures such as noise barriers/attenuation measures, RUBs/ROBs, protection of water bodies, conservation of archeological/ heritage structures, etc. Opportunities for enhancement of environmental resources, cultural properties or common property resources shall also be explored and appropriate measures shall be recommended for implementation. All the recommended mitigation and enhancement measures shall be supported by detailed cost estimates, bill of quantities and necessary drawings for the implementation of the same.
- vii. **Public Consultation and Disclosure** of the project and its impacts shall be carried out as per the operational policies of relevant organization as prescribed by DFCCIL. This shall at least include conducting public consultation with all stake holders immediately after commencing the project to identify the environmental concerns in the project area. Inputs from this consultation shall be considered in assessing the environmental impacts, designing EMP and associated monitoring mechanism. After the draft EA report, another consultation shall be addressed in the EA and share how stakeholders concerns have been incorporated in the project design. The consultation should take place at appropriate places so as to ensure that all the stake-holders in the project area have reasonable opportunity to attend such consultation. The consultant may also refer all the consultations carried out as a part of JICA study/any other study and plan the consultation so as to complement the earlier consultation. All the consultations shall be documented in detail with information on minutes of the consultation, details of people attended the consultation, issues raised and shall be supported by photographs.
- viii. **Environmental Management and Monitoring Plan**, comprising a set of remedial (prevention, mitigation and compensation) measures shall be developed by the consultant and ensure that these are commensurate with nature, scale and potential of the anticipated environmental impacts. The components of EMP shall be supported by detailed cost estimates, bill of quantities and necessary drawings (wherever necessary) for implementation. The EMP should also include a monitoring and supervision plan for the implementation of EMP and shall clearly identify the responsibilities of the contractors, owners engineer and DFCCIL.
- ix. **Institutional Mechanism** for the implementation and monitoring of EMP, shall also be formulated in the EA study and the mechanism should be clearly identify the role of all the agencies involved in the project implementation.
- x. While carrying out the EA study, the consultant shall also co-ordinate with the other consultant's team carrying out Environmental Impact Assessment and R&R studies, so as to ensure integration of environmental and social issues in the respective studies.

3.2 Development of Environmental Management Framework:-

Development of Environmental Management Framework (EMF) for DFCC will be obtain inputs from the EA study for Dankuni – Gomoh Section of EDFC and would set out the clear framework for integrating environmental management in the planning designing, construction and operation of other section of EDFC. In performing the task, the consultant would essentially focus on the following aspects.

- Environmental profile of the remaining section of EDFC (based on field reconnaissance survey and secondary data)
- Typical project cycle (to identify the requirements to identify environmental aspects at appropriate stages of projects).
- Proposed components/ phases of the project.
- Potential environmental impacts of Gomoh – Dankuni, as emerged during EA study for Dankuni- Gomoh section, and subsequent analysis with respect to other sections of EDFC.

Based on the above analysis, the consultant will develop EMF for EDFC comprising the following components

- **Environmental Policy** for the development of EDFC, that clearly sets out the policy agenda of environment management at DFCCIL
- **Detailed review of policies and regulations** of Govt. of India, Indian Railways and operational policies of DFCCIL or relevant organization and their applicability to the development of Dankuni – Gomoh Section. The review should clearly set out the policies requirements at various stages of developing Dankuni – Gomoh section and the set of actions/ initiatives/ measures to be taken up by agencies involved in Dankuni – Gomoh section development.
- **Review The Project Development Cycle** of Dankuni- Gomoh Section comprising planning, designing, implementation and operation phases and identifies opportunities for the integration of environmental management measures at appropriate stages of Dankuni – Gomoh Section.
- **Identify Environmental Issues** associated with the various component EDFC, based on detailed EA carried out for Dankuni – Gomoh Section and the reconnaissance survey of remaining section of EDFC. Wherever possible available secondary information may be used for identifying potential environmental impacts due to the development of Dankuni – Gomoh Section.
- **Formulate Environmental Management Framework Comprising The Following**
 - **Screening and scoping criteria** for assessing the environmental significance for various projects/ Sub project of Dankuni – Gomoh Section and detail out the approach to carry out screening and scoping exercise.
 - **Categorization of projects/ Sub-Projects/ component of Dankuni – Gomoh Section**, such as construction of track, detour lines, Bridges, RUB's/ROB's, Signaling systems, freight stations, electric sub- station and ancillary facilities

etc. Since the subsequent phases of Dankuni – Gomoh Section, will involve construction of above components either individually or combined, the categorization shall be based on potential environmental significance and the level EA required for each of the above projects/ Sub-Projects/ components.

- **Outline of methodology to carry out EA** or integration of environmental aspects for each category of the project identified above. This shall include the draft terms of reference for carrying out EA exercise (as applicable) or appropriate guidelines for integration of environmental management measures, including generic environmental management plans for components to which EA studies are not required. This shall also outline the responsibilities of various internal / external agencies.
- **Guidance on securing various clearances** for the project and during construction/ operation.
- **Systems, policies and procedures** for environmental management during operation and maintenance of Dankuni – Gomoh Section, including health and safety aspects.
- **Institutional mechanism** for the implementation and monitoring of environmental management of Dankuni – Gomoh Section. This will be also including monitoring mechanisms/ procedures for environmental management with outline of performance indicators that are measurable and replicable at specific stages of construction and operation.
- **Training and capacity building** requirement for the implementation and operationalization of the EMF.

4.0 STUDY OUTPUTS AND TIME LINES

- (i) The study is expected to be carried out over a period of 16 weeks shall comprise the following outputs.
 - **Inception Report** to be submitted within two weeks of commencement of the project, outlining the detailed approach and methodology, schedule of monitoring surveys and filled activities.
 - **Interim Report** to be submitted within 4 weeks of the commencement of the project, summarizing the details of field surveys carried out and the progress of various activities.
 - **Provide Specific Inputs to the Bid Documents and EMP** to be incorporated in the of EPC contract of the project at the end of 8 weeks.
 - **Draft Environmental Assessment Report**, to be submitted within Ten weeks of commencement of the project, with a detailed assessment of environmental impacts of Dankuni - Gomoh section and the proposed Environmental Management Plan.
 - **Draft Environmental Management Framework**, to be submitted with 12 weeks of commencement of the project, comprising generic environmental management plan and framework of Environmental Management for Dankuni – Gomoh Section.

- **FINAL EA AND EMF REPORTS** to be submitted within 14 weeks of commencement of the project, duly incorporating the comments and suggestions of the DFCCIL and other relevant organisation.

- (ii) The consultant is also expected to conduct two workshops, one after the submission of Draft EA and EMF Report with an objective to solicit inputs for DFCCIL, Owner's Engineers, Contractions other agencies on EA/EMP/EMF and the other after finalization of EA/EMF report aimed at the disseminating the EA/EMP and EMF recommendations.

5.0 **CONSULTANT QUALIFICATIONS AND STUDY TEAM**

- (i) The consultants shall have adequate experience in Environmental Assessment of highway /pipelines/other linear projects. Firms with experience of conducting EA studies for Development of Railway Tracks/Projects will be preferred.
- (ii) Desirable composition & qualification for the consultant's team should comprise the following in their team:

- Team Leader with 12 years or more experience in conducting EA studies for highway/linear projects and developing Environmental management Framework. Experience of carrying out EA/EMF for railway project will be added advantage.
- Sr. Environmental Engineer with 8 years or more experience in conducting EIA, having skill of working on various air/water sampling/ monitoring models. Experience must be for railway or any other linear project.
 - Environmental Engineer/Planner having 4 to 8 years of experience in the relevant field for conducting EA study for large linear projects.
 - Environmental Engineer/Planner/Scientist with about 5 years of experience in conducting environmental monitoring survey and analysis.
 - Public Consultation Specialist having minimum 3-5 years' experience conducting public consultation of linear project.

Depending on the study requirement, the consultant should draw necessary inputs from ecology / bio diversity specialist, hydrologist and social development specialists, on a case to case basis.

- 4.1 Consultant should give details of each expert duly signed by expert/ firm's authorized representative in the format given in Annexure-3

- 6.0 **OUTPUTS:** Consultants will prepare one consolidated book containing EA report of contents of report may be:

- (i) Introduction (ii) Regulatory framework (iii) Anticipated environmental impacts & mitigation measures (iv) Baseline environmental profile (v) Environmental impact assessment (vi) Mitigation measures for environmental impacts (vii) Public consultation & disclosure (viii) Environment management plan (ix) Environment management framework (x) Map of project influence area.

- 6.1 All the draft report will be reviewed by DFCC and wherever appropriate consultation workshops will be held.

- 6.2 Reports submitted are to be approved by GM/SEMU at Head Quarter or any other authority nominated for the purpose.

- 6.3 Consultant will have to submit three copies of each report after final approval,
 7.0 Payment Schedule: Payments shall be made according to the following schedule on submission and acceptance of reports:

S. N.	Payment milestone	Payment %
1	Submission of inception report	15%
2	Environment Impact Assessment, Ground – trothing of census survey and Baseline Socio – Economic Survey listing details as per 15 TOR & Public Consultation Meeting/Report & Public Consultation Meeting/Report	10%
3	Draft Environmental Assessment Report	25%
4	Draft Environmental Management Framework	25%
5	Final EA Report and acceptance of the same by Competent Authority	25%

- 7.1 Security deposit @ 10% of running bill shall be deducted till reaches 5% of the contract value.

For CPM/KKK
 on behalf of DFCCIL

Section - 4
Form of Contract Agreement,
General Conditions of Contract for Consultancy Contract &
Special Conditions of Contract

FORM OF CONTRACT AGREEMENT

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

This CONTRACT (hereinafter called the "contract") is made on-----day of the -----
-----month of -----year, between Dedicated Freight Corridor
Corporation of India Limited(A PSU under Ministry of Railway) , acting through Chief Project
Manager, DFCCIL, 18/N (Ground Floor), Block A, New Alipore, Kolkata-700053, West Bengal.
(hereinafter referred to as "DFCCIL" which expression shall where the context admits,
includes its successors and assigns) of the **ONE PART.**

AND

Name/address of the consultant (herein after called the contractor) of the OTHER PART.

WHEREAS:-

The Employer is desirous that certain works should be executed by the Contractor viz.
Contract No. _____ (hereinafter called "the
works", and has accepted a Bid by the Consultant for the execution and completion of such
works and the remedying of any defects therein).

The addresses of each of the Parties are included in the Special Conditions of Contract to
this Contract

The Client vide their Letter of Invitation invited proposals to undertake the work of
Consultancy Services for the **"Work of undertaking detailed Environmental Impact
Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh
Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata"**. The
Consultants submitted their proposals for aforesaid work, whereby the Consultants
represented to the Client that they had the required professional skills and Professionals and
technical and financial resources and in the said proposals the Consultants also have agreed
to provide the Services to the Client on the terms and conditions set forth in this Contract;

AND

The Client in acceptance of aforesaid proposals of Consultants awarded the work of the
Consultancy Services to the Consultant.

NOW THIS AGREEMENT WITNESSTH as follows:

In this Agreement, words and expressions shall have the same meaning as are respectively
assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this
Agreement:

- (i) Letter of Acceptance of Tender



- (ii) Notice Inviting Tender
- (iii) Instructions to the Tenderers
- (iv) Conditions of the Contract
- (v) Bill of Quantities and Rates Sheet

In consideration of the payments to be made by the DFCCIL to the contractor as hereinafter mentioned, the contractor hereby covenants with the DFCCIL to execute and complete the works and remedy any defects herein in conformity in all respects with the provisions of the Contract.

The DFCCIL hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the signatory)

Signed for and on behalf of the Contractor in the presence of:

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the DFCCIL in the presence of :

Witness:

- 1.
- 2.



**GENERAL CONDITIONS OF CONTRACT
FOR
CONSULTANCY CONTRACTS**

1. GENERAL PROVISIONS:

1.1 Definitions

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

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



- n. **"Member"**, in case the Consultant consists of a Joint Venture / Consortium of more than one entity, means any of these entities, and **"Members"** means all of these entities. **"Member in charge"** or **"Lead Member"** means the entity specified in Special Conditions of Contract (SCC) to act on their behalf in exercising all the Consultants rights and obligations towards the Employer under this Contract.
- o. **"Party"** means the Employer or the Consultant as the case may be and **"Parties"** means all of these entities.
- p. **"Period of Consultancy Services"** shall mean the time between the Date of Commencement and end of Period of Completion as given in SCC.
- q. **"Personnel"** means the persons hired by the Consultants or by the Sub-Consultants as employees and assigned to the performance of the Services or any part thereof; **"Foreign Personnel"** means such personnel who at time of being hired had their domicile outside the Republic of India; **"Local Personnel"** means the personnel who at time of being hired had their domicile of the Republic of India.
- r. **"Project"** means the project named in SCC.
- s. **"SCC"** means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.
- t. **"Services"** means the work to be performed by the Consultants pursuant to this Contract as listed and described in **SCC**.
- u. **"Sub-Consultant"** means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 5.9
- v. i. **"Day"** means a calendar day.
ii. **"Month"** means a calendar month
iii **"Year"** means 365 days
- w. **"Terms and expressions not herein defined"** shall have the meanings assigned to them in the "Indian General Clauses Act, 1897", or the "Indian Contract Act" or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be
- x. **Third Party**" means any person or entity other than the Government, the Client, The Consultant or Sub-Consultant.

1.2 Interpretation

In the Contract except where the context requires otherwise:

- a. words indicating one gender include all genders,
- b. words indicating the singular also include the plural and words indicating the plural also include the singular,
and
- c. **"Written"** or **"in writing"** means hand-written, type written, printed or electronically made and resulting in a permanent record.

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

1.3 Relation between the Parties

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

1.4 Governing Law and Priority of Documents

1.4.1 Law Governing Contract

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

1.4.2 Jurisdiction of Courts

This is a condition of contract that the courts at as **defined in SCC** shall have exclusive jurisdiction to try all disputes between the parties arising out of this Contract.

1.4.3 Priorities of documents

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

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

1.4.4 Joint and Several Liabilities

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

- a. These Members shall be deemed to be jointly and severally liable to the Client for the performance of the Contract.
- b. These Members shall notify the Client of their **Lead Member** who shall have authority to bind the Consultant and each of these persons; and
- c. The Consultant shall not alter its composition or legal status without the prior written consent of Client.

1.5 Communication and Language of Contract

1.5.1 Communication to be in writing

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any

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

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

1.5.2 Language of Contract

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

1.6 Authority of Member in Charge (Lead Member)

In case Consultants consist of a Joint Venture / Consortium of more than one entity, the Members hereby authorize the **entity specified in SCC** to act on their behalf in exercising all the Consultants rights and obligations towards the Client under this Contract, including without limitation receiving of instructions and payments from the Employer.

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

2.0 Commencement, Completion and Modification of Contract

2.1 Effectiveness of Contract

The Contract shall come into force and effect on the date (the "Effective Date") of the Employers notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2 Termination of Contract for Failure to become Effective

If this Contract has not become effective within such time period after the date of contract signed by the Parties as shall be specified in the SCC, either Party may, by not less than four (4) weeks written notice to the other Party, declare this Contract null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 a. Commencement of Services

The Consultants shall begin carrying out the services before the end of such time period after effective date as shall be specified in the SCC.

b. Completion of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to clause GCC 4.0 hereof, this contract shall expire when services have been complete and all payments have been made after successful completion of work & acceptance of report.

2.5 Entire Agreement

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

2.6 Modifications

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

2.7 Liquidated Damages / Penalties for Delays and Deficiencies of Service

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

2.8 Force Majeure

2.8.1 Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party , and which makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics, nuclear accidents, other catastrophic unforeseeable circumstances, strikes, lockouts (except where such strikes , lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , orders of requisitions issued by Government department (herein referred to as "event").



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

2.8.2 Non breach of Contract

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

2.8.3 Measures to be taken

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

2.8.4 Extension of time

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

2.8.5 Payments

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

3.0 Suspension

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

4.0 Termination

4.1 A. By the Client



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

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

For the purpose of this clause:

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

B. By the Consultant

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



- (i) if Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 9 hereof within sixty (60) days after receiving written notice from Consultants that such a payment is overdue,
 - (ii) if the Client is in material breach of its obligations pursuant to this Contract and not subject to dispute pursuant to Clause GCC 9 hereof and has not remedied the same within sixty (60) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by Client of the Consultants' notice specifying such breach,
 - (iii) if as a result of Force Majeure, the Consultants are unable to perform a material portion of Services for a period not less ninety (90) days;
- or
- (iv) if the Client fails to comply with any final decision reached as a result of Arbitration pursuant to Clause GCC 9 hereof.

4.2 Cessation of Rights and obligations of the Parties

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

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

4.3 Cessation of Services

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

4.4 Payment upon Termination

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

- a. Remuneration pursuant to Clause GGC 8 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. Reimbursable expenditures pursuant to Clause GCC 8 hereof for expenditures actually incurred prior to the effective date of termination; and



- c. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 4.1(A) hereof, reimbursement of any reasonable cost incident to prompt and orderly termination of Contract including the cost of return travel of Consultant's personnel and their eligible dependents.

5.0 Obligations of the Consultants

5.1 General

5.1.1 Scope of services

The Consultants shall perform the Services relating to Project. The Scope of the Services is stated in **TOR**.

5.1.2 Standards of Performance

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

5.1.3 Law Governing Services

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

5.1.4 Co-ordination

Where the Services include co-ordination between the Consultants and other consultants and contractors employed on the Project, the Consultants shall provide such co-ordination and shall obtain, co-ordinate and submit to the Employer's representative for his information and approval all details , drawings, quantities, specifications arising from such co-ordination with others. Such co-ordination will take place throughout the period of the Services.

5.2 Conflict of Interests

5.2.1 Consultants not to benefit from Commissions, discounts etc.

The remuneration of the consultants pursuant to clause GCC 8 hereof shall constitute the Consultant's sole remuneration in connection with this contract or the Services and, subject to Clause GCC 5.2.2 hereof, the Consultants shall not accept for their 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 their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants, as well as the

Personnel and agents of either of them , similarly shall not receive any such additional remuneration.

5.2.2 Consultants and Affiliates not to engage in Certain Activities

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

5.2.3 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

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

The Consultants and their Personnel as well their Sub-Consultants and their Personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Contract.

5.3 Confidentiality

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

5.4 Documents to be property of Client and Intellectual Property Rights

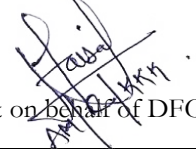
All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants and their Sub-Consultants for the Client for performance of the Services under this Contract shall become and remain the property of the Client, with the full copyright vested in the Client and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. The Consultants shall not use these documents for purposes unrelated to this Contract without prior written approval of the Client.

5.5 Liability of Consultants

Subject to provisions, set forth hereunder, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

5.6 Publications

Any publication of material relating to Services (other than proprietary and confidential information as covered under Clause GCC 5.3 hereof) shall be subject to written approval of Client during the term of contract or within two (2) years of expiration or termination of this Contract.



5.7 Indemnity and Insurance

1. The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Client's request, shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid.
2. (a) The Consultant shall indemnify, protect and defend at Consultant's own expense the Client, its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof, provided, however;
(b) In addition to any liability Consultant may have under the above Consultant shall, at its own cost and expense, upon request of Client, re-perform the services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof.
3. The **risks and coverages** shall be as follows:
 - (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1998 in respect of motor vehicles operated in India by the Consultants or any sub-consultants or their Personnel.
 - (b) Third Party liability insurance with adequate coverage for period of Consultancy
 - (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of Sub-Consultants in accordance with relevant provisions of Applicable Law , as well as, with respect to such Personnel , any such life , health, personal accident, travel, household or other insurance as may be appropriate; and
 - (d) Professional Liability insurance with a minimum coverage equal to total contract value for this Contract, and
 - (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) any documents prepared by the Consultants in performance of the Services.

5.8 Accounting, Inspecting and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC; (ii) shall permit the Client or its designated representative periodically, and up to two (2) years

from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

5.9 Consultant's Actions requiring Prior Approval of Client

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

- (a) Appointing Consultants, Sub-consultants, Key Personnel
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) taking any action under an EPC/Design and Build Contract(or any other contract for the construction of the Project) designating the Consultants as "Engineer" for which action , pursuant to such Contract , the written approval of Client as "Employer" is required.

5.10 Reporting Obligations of Consultants

The Consultants shall submit to the Client specified reports and documents as specified in **TOR** .

5.11 Client's equipment and materials

Equipment and materials made either available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. All such material and equipment shall be maintained by the consultants with proper care and diligence save normal wear and tear.

5.12 PERFORMANCE GUARANTEE (P.G.)

- 5.12.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or Scheduled Commercial bank in favour of DFCCIL, Kolkata. The performance guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract

agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30(thirty) days, i.e. from 31st days after the date of issue of LOA.

- 5.12.2 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 5.12.3 The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The retention money, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 5.12.4 Wherever the contract is rescinded, the retention money shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participant in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 5.12.5 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
 - (iii) The contract being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

6.0 Consultant's Personnel and Sub-Consultants

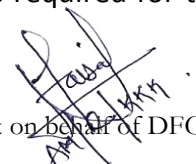
The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

7.0 Client's Obligations

7.1 Assistance and Exemptions

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

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;



- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;
- (d) 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;
- (e) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

7.2 Access to Land

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

7.3 Changes in the Applicable Law

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

7.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in at the times and in the manner specified in said **TOR**, provided that if such services, facilities and property shall not be made

available to the Consultants as and when so specified, the Parties shall agree on

- (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services,
- (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and

7.5 Payment

In consideration of Services successfully and satisfactorily performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in manner as is provide by Clause 13 of TOR of this Contract.

7.6 Decisions of Client

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

8.0 Fairness and Good Faith

8.1 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.

8.2 Operation of the Contract

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

9.0 Settlement of Disputes

9.1 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.

9.2 Dispute Settlement

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

9.2.1 Demand of Arbitration

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

9.2.2 Nomination of Arbitrators/Sole Arbitrator

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

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

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

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

9.2.3 No Suspension of Work.

The reference to arbitration shall proceed notwithstanding that works shall not then be or be alleged to be complete, provided always that the obligations of the Client, and the Consultants shall not be altered by reasons of arbitration being conducted during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Consultants shall continue to be made in terms of the Contract.

9.2.4 Award to be Binding on All Parties.

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



9.2.5 Rules Governing the Arbitration Proceedings.

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

9.2.6 Substitute Arbitrators:

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

9.2.7 Interest on Awarded Amount

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

9.2.8 Fee to Arbitrators

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

**For CPM/KKK
on behalf of DFCCIL**



III. SPECIAL CONDITIONS OF CONTRACT

GCC Clause No.	AMENDED/SUPPLEMENTED AS
1.5.1	<p>The addresses are:</p> <p>1. For Client:</p> <p style="text-align: center;">Office of the Chief Project Manager, Dedicated Freight Corridor Corporation of India Ltd. 18/N(Ground Floor), Block 'A', New Alipore, Kolkata - 700053. Tele No.- 03323973938, Fax-033-23973937,Email = dfcc.kolkata@gmail.com</p> <p>2. For Consultant : (to be filled by bidder)</p>
1.6	<p>Address & contact number of the lead member (in case of Joint Ventures/Consortiums)</p> <p>Name:</p> <p>Address:</p> <p>Contact No.:</p> <p>Fax:</p> <p>E-mail:</p>
1.1 p	Period of completion: 4 (Four) Months
1.1 r	Name of project: Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.
1.1 t	Please refer to TOR
1.4.2	The courts at Kolkata shall have exclusive jurisdiction.
1.7	<p>Authorized representative of contractor (to be filled by the bidder)</p> <p>Name:</p> <p>Address:</p> <p>Contact No.:</p> <p>Fax:</p> <p>E-mail:</p>
2.2	The time period shall be Four (4) weeks or such time period as the Parties may agree in writing.
2.3(a)	The time period shall be Seven (7) days from the date of issue of acceptance letter.
2.3(b)	The work shall be completed within Four (04) Months from the date of issue of acceptance letter.

For CPM/KKK
on behalf of DFCCIL

SECTION-5

FINANCIAL PROPOSAL (PRICE BID) – STANDARD FORMS

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

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

FIN – 1 Financial Proposal Submission Form

FIN – 2 Bidder shall quote the price for the complete work for 03 months as per schedule of rates

FIN – 3 Breakdowns of Expenses



FORM FIN -1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To [Name and address of client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amounts in words and figures¹] which is price for lump sum work for 03 months period on the Schedule of Rates (SOR) (FIN-2).

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

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

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

We remain,

Yours Sincerely,

Authorized Signature [In full and initials] : _____

Name and Title of Signatory:

Name of Firm:

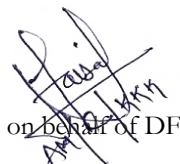
Address:

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

e-mail:



FORM FIN-2**SCHEDULE OF RATE**

Name of work: Work of undertaking detailed Environmental Impact Assessment (EIA) in approximately 202 villages (about 282.22 KM) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

S. No.	Length (in Km)	Rate (per km)	Cost (Rs.)
1	282.22	6558	18,50,611/-

Estimated cost of work	Rs. 18,50,611/- (Rs. Eighteen lacs fifty thousand Six hundred and eleven only)
-------------------------------	--

% age Above/Below/At par (to be quoted by the Bidder/Tenderer in Figures and Words)

In figures-----Above/At par/ or below

In words-----Above/At par/ or below

NOTE -

- i) The Bidder/Bidder is required to quote the overall single percentage rate above/at par/or below.
- ii) The above rates are inclusive of all taxes and levies except service tax which will be reimbursed on submission of proof of payment thereof.
- iii) The Bidder/Bidder is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail. For any correction either in figure or words shall be re-written afresh, deleting incorrect figure or words by single line, duly authenticated/signed.

Signature of the bidder

FORM FIN-3**BREAKDOWN OF COSTS BY ACTIVITY**

Price Component	Price in INR
Remuneration	
Other Expenses	
Total	

NOTE -

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

(Seal & Signature of Bidder)

ANNEXURE – I

BIDDER'S GENERAL INFORMATION

1-1 Bidder's Name: _____

1-2 Number of Years in Operation: _____

1-3 Registered Address:

1-4 Operation Address if different from above:

1-5 Telephone Number _____
(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site _____

1-7 Tele fax Number _____
(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No.:

1-12 Bank A/C No with Bank IFSC code for electronic clearance of the payment.

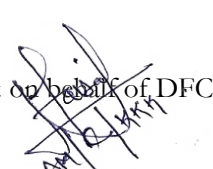
(Seal & Signature of Bidder)

Signature Of Bidder



ANNEXURE – 2**CURRICULAM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

- 1. PROPOSED POSITION** [Only one candidate shall be nominated for each position]
- 2. NAME OF FIRM** [Insert name of firm proposing the staff]
- 3. NAME OF STAFF** [Insert full name]
- 4. DATE OF BIRTH**
- 5. NATIONALITY** :
- 6. EDUCATION** [Indicate College/ university and other specialized education of staff member, giving names of institutions, degree obtained and dates of obtainment]
- 7. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS**
- 8. Other Training:** [Indicate significant training since degrees under 5 – Education were obtained]
- 9. Countries of Work Experience:** [List countries where staff as worked in the last ten years]
- 10. Languages:** [For each language indicate proficiency: good, fair, or poor in speaking, reading and writing]
- 11. EMPLOYMENT RECORD** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held.]
 From [Year] _____ to [Year] _____
 Employer: _____
 Position held: _____
- 12. Detailed Task Assigned:** [List all tasks to be performed under this assignment]
- 13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**
 [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]
 Name of assignment or Project: _____
 Year: _____
 Location: _____
 Client: _____
 Main project features: _____



Positions Held: _____

Activities performed: _____

14. Certification:

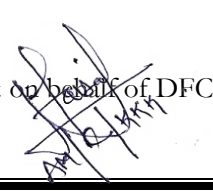
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

[Signature of staff member or authorized representative of the staff]
Day/Month/Year

Full name of authorized representative:

(Seal & Signature of Bidder)



ANNEXURE – 3**Desirable qualification of Key Professionals**

Expert	Minimum Qualification	Desirable Qualification	Experience
Team Leader	PG in Environment/Social Studies/Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Environment/Social Studies/ Environment Management, any other related field	12 years or more experience in conducting EA studies for highway/linear projects and developing Environmental management Framework. Desirable-Experience of carrying out EA/EMF for railway project will be added advantage.
Sr. Environmental Engineer	UG in Environment/ Social Studies/ Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Environment/Social Studies/ Environment Management, any other related field	Sr. Environmental Engineer with 8 years or more experience in conducting EIA, having skill of working on various air/water sampling/ monitoring models. Experience must be for railway or any other linear project.
Environmental Engineer	UG in Environment/Social Studies/Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Environment/Social Studies/ Environment Management, any other related field	4 to 8 years of experience in the relevant field.
Public Consultation Specialist	UG/Diploma in Environment/Social Studies/Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Environment/Social Studies/ Environment Management, any other related field	Minimum 3-5 years' experience conducting public consultation of linear project. Depending on the study requirement, the consultant should draw necessary inputs from ecology/ bio diversity specialist, hydrologist and social development specialists, on a case to case basis.

Annexure-4**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEE (PG)**

(GCC Clause 5.12) {On non-judicial stamp paper of appropriate value in accordance with Stamp Act.}

Bank Guarantee No:-.....

Dated:-...../...../.....

To,
Chief Project Manager;
DFCCIL;
18/N(Ground Floor),
Block 'A', New Alipore,
Kolkata – 700053.

Reference Contact No:-, awarded on

This deed of Guaranty made this day of..... between..... (name of bank) having registered office atand branch office at(hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited (hereinafter called the Employer) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the contract no..... for the construction of(hereinafter called " the Contract") to M/sits registered office at (hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit the Employer an irrevocable performance security guarantee bond for the total amount of Rs.(Rs. in words).Now, we the unsigned (Name of the Bank official), of the bank being fully authorized to sign and to incur obligation for and on behalf of the Bank hereby declare that the Bank will guarantee the Employer the full amount of Rs. (Rs. in words) as stated above.

After the contractor has signed the aforesaid contract with the Employer, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the Employer stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the Employer by the reason of any breach by the said contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due or payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. (in words) only.

We (Indicate the name of Bank), further under take to pay to the Employer any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit proceeding pending before any court or tribunal relating to liability under this present being absolute and unequivocal.

Signature Of Bidder

Page 50 of 53

For & on behalf of DFCCIL



(Continued from Page 1, BG No. Dated)

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We..... (indicate the name of Bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by..... (Designation & address of contract signing authority) on behalf of Employer certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Employer or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the Employer within validity/extended validity period of guarantee from the date aforesaid.

Provided always that we..... (Name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee from year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the Employer. If the guarantee is not renewed or the period extended on demand, we..... (Name of the Bank) shall pay the Employer the full amount of the guarantee on demand without demur.

We..... (indicate the Name of Bank), to further agree with the Employer that the Employer shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the Employer against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the Employer or any indulgence by the Employer to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

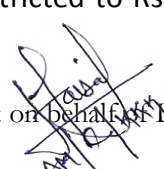
The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

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

We (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.
(in words)



(Continued from page 2, BG No. Dated)

- ii) This Bank Guarantee shall be valid up to, unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name.....

Designation:

Address:

2. Name:

Designation:

Address:

SAFETY PAGE
(END OF BID DOCUMENT)