



**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)**

**WORK OF UNDERTAKING DETAILED SOCIAL IMPACT ASSESSMENT (SIA) OF
MUGHALSARAI (EXCLUDING MUGHALSARAI YARD) -BHAUPUR SECTION
(ABOUT 379 KM LONG) ON EASTERN DEDICATED FREIGHT CORRIDOR**

REQUEST FOR PROPOSAL (RFP)

**Office of the Chief Project Manager
DFCCIL, Building No. 328/115, Ashok Nagar,
Allahabad – 211001, INDIA**

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Forwarding letter

To,
The Chief Project Manager,
DFCCIL
Allahabad

Ref:- Tender No. ALD(W)/EN/SIA/OT-1/2011

1. I/We have read the various conditions of tender attached hereto and hereby I agree to abide by the said conditions. I/we also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General condition of the contract and to carry out the work according to special conditions as laid down by the DFCCIL Administration for the execution of present contract.
 2. A sum of **Rs. 84,870/- (Rs. Eighty Four Thousand Eight Hundred Seventy only)** has been forwarded as Earnest Money. The value of the 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 days** of issue of the acceptance letter by the DFCCIL Administration that such documents are ready.
- OR
- (ii) I/We do not commence the work within **7 days** after receipt of orders to that effect.
3. 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 Tenderer

Tenderer's Address

Signature of Witness

SECTION 1: LETTER OF INVITATION

Sub: Work of undertaking detailed Social Impact Assessment (SIA) of Mughalsarai (Excluding Mughalsarai Yard) - Bhaupur section (about 379 km long) on Eastern Dedicated Freight Corridor.

1 Dedicated Freight Corridor Corporation of India invites Open Tender, Single stage in two packets for undertaking Detailed Social Impact Assessment of Mughalsarai (Excluding Mughalsarai Yard) -Bhaupur Section (About 379 Km) on Eastern Dedicated Freight Corridor.

2 **Project Information and Brief Scope of work**

Ministry of Railways (MOR), Government of India have planned to construct Dedicated Freight Corridor (DFC) covering two corridors, Eastern Corridor from Ludhiana to Dankuni and Western corridor from Jawaharlal Nehru Port, Mumbai to Tughalkabad/ Dadri near Delhi along with inter-linking of the two corridors at Khurja. The proposal entails construction of mostly Double track railway lines capable of handling 32.5 ton axle load /longer trains and also double stack containers. Dedicated Freight Corridor Corporation of India Limited (DFCC), a Government of India Enterprise, is set up for implementation of this project.

DFCC is engaged in the construction of eastern and western DFC and, as a part of this endeavor, DFCC intends to invite tender for “Design and Build EPC Turnkey Contract for Construction of Dedicated Freight Corridor from Chainage 674 Km (excluding Mughalsarai yard) to Chainage 1040 Km (Near Bhaupur)) (Approx. 379 KMs) on Mughalsarai - Bhaupur Section of Eastern Corridor in the state of Uttar Pradesh in India”. This project is likely to be based on external funding.

As per the current regulations of Government of India, railway projects do not require conducting Social Impact Assessment (SIA) studies. However, considering the magnitude of activities envisaged as part of EDFC, DFCCIL intends to engage an independent social consultant to conduct a Social Impact Assessment (SIA) of the project and prepare a **Social Management Framework (SMF) and Resettlement Action Plan (RAP)** to mitigate potential impacts at various stages of project. DFC will abide by the National Policy for Rehabilitation and Resettlement (NPRR), 2007 provisions for mitigating resettlement related impacts as prescribed in the RAA, 2008. Further, DFCCIL will commit steps necessary to address social risks in accord with social safeguard policies of its lending/development partners.

Preparatory Social Management Activities:

In fulfillment of the above, DFCCIL has decided to realistically assess, plan and implement measures to mitigate adverse social impacts associated with the eastern corridor. In the preparatory stage, this will involve the following steps:

- Social impact assessment (SIA)
- Census survey of all affected families recording their assets (land, structures, and facilities), incomes, and social category (Scheduled Castes/Scheduled Tribes);
- Base line socio-economic survey of the affected families suffering major impacts and needing rehabilitation assistance in addition to compensation for their losses;
- Social Management Framework to establish R&R entitlements for the project affected families and guidelines to minimize/ mitigate construction phase impacts;
- Resettlement Action Plan (RAP) to mitigate adverse impacts and Tribal Action Plans (if tribal people are affected¹) to positively benefit ST populations, if affected.

These activities will be undertaken to identify social safeguard risk upfront and appropriately integrate social management aspect in implementation process.

- 3 For Submission, Evaluation and Selection of consultant/agency/firm to undertake above work “**Single Stage, Two packets**”, Open Tender subject to fulfilling the minimum eligibility criteria as mentioned in RFP document has been proposed.
4. Packet 1 containing Technical proposal shall be opened and evaluated based on the eligibility criteria as given in RFP document. Packet 2 containing financial proposal shall be opened of those firms only which will fulfill minimum eligibility criteria mentioned in RFP document. Date for opening of Financial Bid (Packet 2) will be intimated separately to qualified bidders after evaluation of technical proposal. The Financial Bid (Packet 2) of those bidders who does not qualify the eligibility criteria

under Technical Bid (Packet 1) will be returned to respective bidders in unopened sealed condition. The final selection of the consultant/agency would be based on the value of the financial offer subject to fulfilling the eligibility criteria and other terms and condition of RFP document.

5. A consultant firm may apply individually or as a Joint Venture Association. In case of Joint Venture Association, a maximum of 2(two) consultant firms are permitted.
6. Complete proposal excluding the financial offer must be submitted in a **hard bound form** (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents) with all pages numbered serially, along with an index of submission. Spiral bound form, loose form, etc. will not be accepted. In the event, any of the instructions mentioned herein have not been adhered to, DFCC may reject the proposal.
 - 6.1 The Financial Bid (Packet 2) should be submitted in separate envelop **.All figures quoted in the financial proposal should be covered with a transparent adhesive tape.**
7. DFCC will not be responsible for any delay, loss or non-receipt of 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.
8. Sealed proposals must be received not later than the date and time stipulated in the IFB in the manner specified in the RFP document at the address given below:

Chief Project Manager
Dedicated Freight Corridor Corporation of India Ltd.
(A Government of India Enterprise)
Building No. 328/115, Ashok Nagar, Allahabad, INDIA, 211001

9. Earnest Money deposit: (EMD)

Bids must be accompanied by a Earnest Money Deposit of **Rs. 84,870/- (Rs. Eighty Four Thousand Eight Hundred Seventy only)** by a crossed Demand Draft/ Fixed Deposit Receipt/Banker's Cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India in favour of **DFCCIL payable at New Delhi** and shall have to be valid for **90 days** from the date of opening of tender. Bids received without Earnest Money shall be summarily rejected.

9.1 Earnest money is liable to be forfeited in case of the following conditions

- (a) On revocation of tender due to increase in rates by the agency/firm after opening of the tender but before validity of tender
- (b) On refusal to accept the work order after award of the contract
- (c) If the work is not commenced on the stipulated date of start of the work awarded to the contractor.

10. Other Details:

Bidders are advised to note the minimum eligibility criteria specified hereunder and other terms and conditions stipulated in RFP document.

11. Minimum Eligibility Criteria

11.1 Financial offer of only those Consultant/agencies/firms will be evaluated /considered for award of the contract who fulfill the following minimum eligibility criteria in addition to fulfilling the minimum educational qualification of the Key Officials as stipulated in Data Sheet and other terms and conditions of RFP document

- (a) Should have completed, in the last three years (i.e. current financial year upto date of opening of tender and three previous completed financial years) at least one similar single work for a minimum value of 35% of advertised tender value.

For above purpose any work of Social Impact Assessment carried out for the Central Government, State Government, Central/State Public sector Undertaking will be treated as similar work.

In support of this eligibility criteria certificate from the employer/client is required to be submitted covering all the required details as per the proforma enclosed as Annexure-II. If any detail required as per the proforma is found missing the offer of the firm may be rejected.

- (b) Total contract amount received during the last three years (i.e. current financial year upto date of opening of tender and three previous completed financial years) should be a minimum of 150% of advertised tender value.

For working out the total contractual amount received by the tenderer/agency, following documents will be relied upon

- (i) Certificate from the Government employer, OR
- (ii) Audited Balance sheet duly certified by the Chartered Accountant, OR
- (iii) A copy of return filed with IT department duly certified with CA.

- (c) At least one report of SIA work of the agency/firm should have been accepted/approved by the employer/client.

- 11.2 Apart from the documents in support of the fulfilling above eligibility criteria, the following documents should be submitted along with the tender:

List of completed works in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and scheduled completion of work, date of actual start, actual completion period and final value of contract.

List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

- 11.3 In support of above documentary/certificate from the Organizations with whom they worked/are working should be enclosed. **Certificates from private individuals for whom such works are executed/being executed shall not be accepted.**

12. Address for Communication:

Chief Project Manager Dedicated Freight Corridor Corporation of India Limited, Building No. 328/115, Ashok Nagar, Allahabad, INDIA – 211001.

Telefax: (0532) 2421380, **E-mail** cpgupta@dfcc.co.in

TENDER NOTICE

Chief Project Manager, DFCCIL, Allahabad for and on behalf of Dedicated Freight Corridor Corporation of India Ltd. invites sealed tender (Open Tender, Single Stage, Two Packet) from experienced contractors/consultancy firms.

1. Tender No. : ALD(W)/EN/SIA/OT-1/2011
2. Name of Work : Work of undertaking detailed Social Impact Assessment (SIA) of Mughalsarai (Excluding Mughalsarai Yard) -Bhaupur section (about 379 km long) on Eastern Dedicated Freight Corridor
3. Approximate cost : Rs. 42,43,284/-
4. Earnest Money : Rs. 84,870/-
5. Completion Period : 4 Months
6. Date & Time of depositing the tender : On any working day from 09:30 Hrs to 18:00 Hrs & upto 15.00 Hrs of 20/06/11
7. Date & Time of opening the tender : At 15.30 Hrs on 20/06/11
8. Validity of offer : 90 Days from the date of opening
9. Minimum Eligibility Criteria : Mentioned in tender document
10. Tender document can be purchased from the office of CPM, DFCCIL, Building No. 328/115, Ashok Nagar, Allahabad on any working day and upto 18.00 Hrs on 17/06/11 by paying of cash/demand draft of Rs. 3000/- in favour of DFCCIL, payable at New Delhi. By post tender paper cost will be Rs. 3500/-. However, DFCCIL will not be responsible for any loss/damage/late received of tender paper if called by post by tenderer.
11. Tender document can also be downloaded from website dfccil.org/dfcc.in In case tender document is downloaded from website, cost of tender document should be deposited by separate demand draft of Rs. 3000/- in favour of DFCCIL, payable at New Delhi along with the tender.
12. The tender must be accompanied with earnest money failing which the tender will summarily rejected.
13. Bidders should ensure to sign all the pages of bid document along with other documents before submission of tender.
14. In case tender opening date happens to be holiday, tender will be received/open on the next working day at schedule time.
15. Interested firms may obtain further information at the address/e-mail given below from 10:00 Hrs to 17:00 Hrs. on any working day.

(C.P. Gupta)
Chief Project Manager/DFCCIL
328/115, Ashok Nagar, Allahabad
Phone No.: 0532-2421380
E-mail: cpgupta@dfcc.co.in

SECTION 2: INSTRUCTIONS TO CONSULTANTS

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” (**Section 2 of the RFP**) means the document which provides the interested Consultants with all information needed to prepare their Proposals.
 - (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
“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 whom the Consultant subcontracts any part of the Services.
 - (n) “**Terms of Reference**” (**TOR**) means the document included in the RFP as Section 5 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 Client named in the “Data Sheet” will select a firm from those firms who submitted proposals, in accordance with the method of selection indicated in the Data Sheet.

- 1.2 The consulting firms are hereby invited to submit proposal for consulting services required for the assignment in the attached Letter of Invitation (LOI). The Proposal could form the basis for future contract negotiations and ultimately a contract with the selected firm and DFCC.
- 1.3 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.
- 1.4 **The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Consultant.**
- 1.5 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.
- 1.6 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.
 - 1.6.1 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.
- 1.7 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
- 1.8 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.
- 1.9 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

1.10 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

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 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 indicated in the Data Sheet. The Client will respond by mail, facsimile, or electronic mail to such requests and will send copies of the response to all the Consultants.

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 a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association

arrangement and certify that each associated firm performs its designated tasks under the assignment if the lead firm is awarded the contract.

- 3.3 Consultants are requested to submit a Technical cum Financial proposal in the language as specified in the Data Sheet.
- 3.4 In preparing the Technical Proposal, Consultants 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 and may result in rejection of the proposal submitted by the Consultant.
- 3.5 Consultants must give particular attention to the following:
- (i) **Earnest Money deposit: (EMD)**
Bids must be accompanied by a Earnest Money Deposit of **Rs. 84,870/- (Rs. Eighty Four Thousand Eight Hundred Seventy only)** by a crossed Demand Draft/ Fixed Deposit Receipt/Banker's Cheque issued by State Bank of India or any other nationalized bank or any scheduled bank of India in favour of DFCCIL **payable at New Delhi** and shall have to be valid for 60 days from the date of opening of tender. Bids received without Earnest Money shall be summarily rejected.
 - (ii) 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.
 - (iii) No alternative to key professional staff shall be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.
 - (iv) A good working knowledge of the language specified in the Data Sheet along with the local/regional language is essential for key professional staff in this agreement. Reports must be in English or the language(s) specified in the Data Sheet.
 - (v) Joint ventures are allowed as detailed in the Data Sheet. However, lead partner of the JV must be the recipient of RFP.
- 3.6 The Consultant/agency/firm should provide the following information using but not limited to the formats attached in **Section 3**:

- i) A description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar chart of activities. (Tech-2)
- ii) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing (Tech-3 / Tech-5)
- iii) CVs *originally* signed in **blue ink** on each page by the proposed professional staff **and** the authorized representative submitting the proposal. The key information should include the information as asked in Standard Technical Form-4. **Photocopy of CV or unsigned CV shall not be considered.** Following documents shall also be attached along with respective CVs
 - (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
- iv) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Tech-5).
- v) Any additional information requested in the Data Sheet.

3.7 For Financial proposal/offer, 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 (FIN-0)**. 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. It is responsibility of consultant to ascertain whether service tax is payable and if payable then up to what extent. Consultant has to assess all other Taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) would not be paid separately.

3.8 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. Breakup information of the total

financial cost of offer shall also be provided in the Standard Forms (Section 6) listing all costs associated with the Assignment, including;

- (a) Remuneration for staff (local staff in the field and at headquarters), and
- (b) rentals/fixed rates/reimbursable such as subsistence (per diem, housing), transportation, services and equipment, office rent, insurance, printing of documents, surveys, if it is a major component of the assignment.

3.9 The break up of Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants.

3.10 Consultants shall express the price of their services in the Local currency (Indian Rupees) only.

3.11 For the purpose of the financial evaluation of the offer and payment to agency, total cost based on the single flat percentage above or below or at par of the total amount for the tender as quoted by agency/consultant on tender schedule (Fin-0) and accepted will only be considered.

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**"

4.4 Submission of offer

4.4.1 Packet 1 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/attested copy of registration certificate and partnership deed or article of memorandum in case of Company.
- iv) Bid document duly signed on all pages.
- v) Earnest Money deposit of **Rs. 84,870/-**
- vi) Document in support of minimum Eligibility Criteria. No document shall be allowed after opening of tenders and tenderers not meeting the eligibility criterion shall be summarily rejected
- (vi) Technical information as per section 3 of RFP

4.4.2 Packet 2 should contain financial offer by the bidder in the schedule enclosed with RFP form along with breakup information of the total financial cost of offer in the Standard Forms of section (Section 6). All the pages of financial offer should be signed by the bidder.

4.4.3 Envelops containing Technical bid and Financial bid should be marked clearly as 'Technical Bid (Packet 1)' and 'Financial Bid (Packet 2)'. Both the packets should be kept in one envelop in sealed condition mentioning the name of work.

4.5 Completed proposal must be delivered at the Submission address mentioned in the Data Sheet on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

5. PROPOSAL EVALUATION

On the date specified in the tender notice, packet -1 containing Technical proposal of all tenderers will be opened in the presence of bidders/representative who choose to attend the same to verify its contents as per requirements.

Packet 2 (Financial Bid) of all the bidders shall be placed in one single envelop in presence of bidders/representative (if available during opening of bid). Envelope containing the Financial Bids will be sealed by the DFCC representative and the same will be opened on the schedule date and time as will be intimated to the qualified bidders after evaluation of Technical Bid.

Proposal shall be opened and evaluated based on the eligibility criteria as given in RFP document as well as based on the financial offers. The final selection of the consultant/agency would be based on the value of the lowest financial offer subject to fulfilling the minimum eligibility criteria and other terms and condition of RFP document.

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 6**) and as amended and supplemented by Special Conditions of Contract (**section 6**) and (ii) furnish Performance Guarantee as per **para 5.12** of General Conditions of Contract.
- 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

- 7.1 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.

DATA SHEET

Clause

Reference (Instructions to Consultant)

1.1 The name of the Client is: **Dedicated Freight Corridor Corporation of India Limited.**

1.2 The name, objectives and description of the Assignment are:
Detailed Social Impact Assessment of Mughalsarai (Excluding Mughalsarai Yard)-Bhaupur Section (About 379 Km) on Eastern Dedicated Freight Corridor.

Completion Period : 4 Months.

1.3 **Detailed description of the services:**

The detailed description of services is mentioned in the Terms of Reference.

1.4 The Client will provide the following inputs:

- (i) All the details available with the client regarding the finalized alignment of the subject section.

1.5 Proposals must remain valid up to **90 days** after the submission date.

2.0 Clarification, if any, on RFP document may be sought from the following address

**Chief Project Manager
Dedicated Freight Corridor Corporation of India Limited,
Building No. 328/115, Ashok Nagar,
Allahabad, INDIA – 211001.**

3.1 Proposals should be submitted in **English** language.

- 3.2
- i) All the personnel shall have working knowledge of English and all the reports etc shall be written in English
 - ii) Limitations to Joint Ventures or sub-consultant: Joint venture consisting of maximum of two firms is permitted. However, lead partner of the JV must be the recipient of RFP. In case of JV the experience of both the firms shall be counted. In case of

association/sub –consultant, the experience of associated firm/sub-consultant shall not be counted, whereas the key personnel of the associated firm would be considered for evaluation.

3.3 DFCC shall reimburse only service tax that is payable under applicable law subject to submission of proof of payment. It is responsibility of consultant to ascertain whether service tax is payable and if payable then up to what extent. Consultant has to assess all other Taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately.

3.4 The Consultants to state costs in Indian Rupees (INR) only.

4.1 Procedure for submission of bid

This is a Single Stage Two Packet Open Tender Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope super scribed as follows:

Tender No.:-

Name of work:-

Date & Time of opening of Tender:-

Name & Address of Firm:-

4.2 The proposal submission address is:

Chief Project Manager

Dedicated Freight Corridor Corporation of India Limited,

Building No. 328/115, Ashok Nagar,

Allahabad , INDIA – 211001.

Proposals must be submitted not later than the date and time mentioned in IFB.

5.0 Minimum Eligibility Criteria

Financial offer of only those agencies will be evaluated /considered for award of the contract who fulfill the following minimum eligibility criteria in addition to fulfilling other terms and conditions of RFP documents :

5.1 Should have completed, in the last three years (i.e. current financial year date of opening of tender and three previous completed financial

years) at least one similar single work for a minimum value of 35% of advertised tender value.

For above purpose any work of Social Impact Assessment carried out for the Central Government, State Government, Central/State Public sector Undertaking will be treated as similar work.

In support of this eligibility criteria certificate from the employer/client is required to be submitted covering all the required details as per the proforma enclosed as Annexure-II. If any detail required as per the proforma is found missing the offer of the firm may be rejected.

5.2 Total contract amount received during the last three years (i.e. current financial year upto date of opening of tender and three previous completed financial years) should be a minimum of 150% of advertised tender value.

For working out the total contractual amount received by the tenderer/agency, following documents will be relied upon

- (i) Certificate from the Government employer,
OR
- (ii) Audited Balance sheet duly certified by the Chartered Accountant,
OR
- (iii) A copy of return filed with IT department duly certified with CA.

5.3 At least one report of SIA work of the agency/firm should have been accepted/approved by the employer/client.

5.4 The minimum qualification of Key Professionals

Expert	Minimum Qualification	Desirable Qualification	Experience
Team Leader	PG in Social Sciences/Development Studies/Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Social Sciences/Development Studies/ Environment Management, any other related field	Minimum 10 years of relevant experience in Social Development along with experience in preparing and implementing Resettlement Action Plans. Desirable: He should have experience of Resettlement Action Plan for over 5 years for at least 3 linear / large infrastructure projects. Experience in Railway Project will be an added advantage.
Resettlement Expert	PG in Social Sciences/ Development Studies/ Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Social Sciences/ Development Studies, Resettlement and Rehabilitation/ or any other related field	Minimum 5 years of relevant experience in planning and implementing LA and R&R (at least 3 linear projects).
Social Scientists	PG in Sociology/ Anthropology/ Political Science/ Development Studies or any equivalent degree	M.Phil/ Ph.D. in Sociology/Anthropology/ Political Science/ Development Studies	5 years of relevant experience in Social Research with expertise in the use of participatory research tools and quantitative data analysis.
IT Expert	Bachelor degree engineering/ ICT with training in database management systems	Master degree in ICT	At least 5 years of relevant experience in developing and managing database systems especially ones dealing with resettlement/ other beneficiary schemes

SECTION 3:

Technical Proposal – Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the technical Proposals to be submitted.]

- TECH - 1 Technical Proposal Submission Form
- TECH – 2 Description of the Approach, Methodology and Work Plan for
 Performing the Assignment
- TECH – 3 Team Composition and Task Assignments
- TECH – 4 Curriculum Vitae for Proposed Professional Staff
- TECH – 5 Staffing Schedule
- TECH – 6 Work Schedule

FORM TECH -1 TECHNICAL 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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and the statement made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 6.2 of the Data Sheet.

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:

**FORM TECH -2 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK
PLAN FOR PERFORMING THE ASSIGNMENT**

FORM TECH – 3. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH -4 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 me, 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:

FORM TECH – 5 STAFFING SCHEDULE

No	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff		
		month input														Home	Field ³	Total
Foreign		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
1																		
2																		
Local																		
1																		
2																		

1. For Professional Staff the input should be indicated individually; for Support Staff should be indicated by category (e.g.: draftsmen, clerical staff, etc.)
2. Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
3. Field work means carried out a place other than the Consultant's home office.

Full time input
 Part time input

FORM TECH -6 WORK SCHEDULE

No	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
n														

1. Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim and final reports) and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart.

Section -4

Terms of Reference

Background

1. The Government of India, Ministry of Railways has set up a public sector company named Dedicated Freight Corridor Corporation of India Limited (DFCCIL) under the Indian Companies Act 1956 to implement the Dedicated Freight Corridor (DFC) Project. The DFC project will be funded by the Government of India partly through equity contribution, and partly through loans obtained by Government of India from external funding agencies. DFCCIL proposes to construct a Dedicated Freight Corridor on two corridors: Eastern Corridor from Ludhiana to Dankuni and Western Corridor from Jawaharlal Nehru Port, Mumbai to Tughlakabad/ Dadri near Delhi along with inter-linking of the two corridors at Khurja. The objective of project is to ease pressure on high density eastern and western railway networks by developing dedicated freight corridors in east and west. These DFCs are expected to facilitate movement of much higher level of freight traffic to support the nation's growing economy.

- 2.0 Eastern DFC: The eastern dedicated freight corridor project covers Dankuni-**Mughalsarai**-Allahabad-Kanpur-Tundla-Aligarh-**Khurja**-Meerut-Saharanpur-Ludhiana section. The project will involve construction and commissioning of Double Line Electrified Track from Dankuni to Khurja and Single Line Electrified Track from Khurja to Ludhiana. For the track between Mughalsarai to Bhaupur, alignment has been generally kept parallel to existing railway lines except for detours at Mughalsarai, Mirzapur, Manda road, Allahabad, Bharwari, Sirathu, Khaga, Fatehpur and Kanpur.

- 3.0 The eastern corridor alignments have been finalized for the 379 kilometer stretch from **Mughalsarai (Excluding Mughalsarai yard) to Bhaupur** with the help of satellite maps as well as final location survey considering various alternatives in order to minimize adverse social and environment impacts. DFCC will acquire the private land parcels required for the project under the Railways Amendment Act (RAA), 2008 based on the location and land survey undertaken by its consultants. Measures taken by DFCC to minimize land acquisition and displacement include: use of existing railway land within the existing ROW; utilizing existing loop-lines and yards available with the Indian Railways; and detours at stretches where dense habitations are affected. Land survey has been completed for entire stretch between

Bhaupur and Mughalsarai; DFC will abide by the National Policy for Rehabilitation and Resettlement (NPRR), 2007 provisions for mitigating resettlement related impacts as prescribed in the RAA, 2008. Further, DFCCIL will commit steps necessary to address social risks in accord with social safeguard policies of its lending/development partners.

4. **Preparatory Social Management Activities:** In fulfillment of the above, DFCCIL needs to realistically assess, plan and implement measures to mitigate adverse social impacts associated the eastern corridor. In the preparatory stage, this will involve the following steps:

Task-1

- Social impact assessment (SIA)
- Census survey of all affected families recording their assets (land, structures, and facilities), incomes, and social category (Scheduled Castes/Scheduled Tribes);
- Base line socio-economic survey of the affected families suffering major impacts and needing rehabilitation assistance in addition to compensation for their losses;

Task-2

- Social Management Framework to establish R&R entitlements for the project affected families and guidelines to minimize/mitigate construction phase impacts;

Task-3

- Resettlement Action Plan (RAP) to mitigate adverse impacts and Tribal Action Plans (if tribal people are affected) to positively benefit ST populations, if affected.
5. These activities will be undertaken to identify social safeguard risks upfront and appropriately integrate social management aspects in the implementation process. A professional agency will be hired to carry out the above preparatory activities for social management for the 379 kms stretch of the Eastern Corridor.

Task 1: Social Impact Assessment (SIA)

6. Social impact assessment is a critical step taken to incorporate social analyses and participatory processes into project design and implementation

for optimizing development outcomes. SIA helps to enhance benefits to the poor and the vulnerable while minimizing and mitigating adverse impacts on the local communities. This involves analyzing social issues and impacts on the affected populations in order for designing social management plans to mitigate adverse impacts and improve people's lives through participatory implementation.

7. The initial Environmental and Social Consideration Studies (ESCS) for the Eastern and Western Corridors were carried out by the Japan International Cooperation Agency (JICA) on behalf of Japan Bank for International Cooperation. This ESCS involved survey of affected structures, assessment of land requirements, preliminary stakeholder consultations and analysis, and socio-economic survey of 10% sample of the affected families. DFCCIL subsequently altered the alignment for the Eastern Corridor in order to further minimize adverse impacts on human settlements. DFCCIL has now surveyed the structures and land parcels affected by the final alignment. The SIA will involve a review of information provided in the JICA study (ESCS) and land surveys made by DFCCIL along with field assessments in a selective and strategic manner in order to reconfirm key social issues and risks involved, and identify drivers for optimizing development outcomes through risk mitigation and social value added measures. The focus of this exercise will also include adverse construction phase impacts of the project on communities and necessary mitigation measure.
8. **SIA will specifically involve:** (i) reconfirming zone of impact through review of available data in land surveys, alignment maps/ satellite maps, JICA study (ESCS); (ii) identifying zones of major economic and social impacts; (iii) understanding socio-economic profile of people; (iv) analyzing differential impacts on different categories of people (land owners, residential households, small/landless/marginal farmers, labourers, businesses, SCs/STs, and women), and impacts on communities (common facilities such as roads, schools, community centres, cultural properties, etc.); (v) socio-political analysis of local power relations and institutions available for participation, grievance redress, and conflict resolution; (vi) studying people's perceptions of project impacts and minimum acceptable mitigation measures that will enable them to cope with economic losses and displacement; (vii) assessment of construction phase impacts on communities; and (viii) suggesting broad strategies for adverse impact mitigation and social value addition in order to optimize development outcomes.

9. **Census and Baseline Socio-Economic Surveys of the Affected Families:** The objective of census survey is to broadly enumerate the entire project affected families (PAF) recording lands and assets possessed and likely to be lost as a result of LA; income streams affected, their demographic characteristics and social categories they belong to. This will help to categorize families requiring compensation and those in need of additional rehabilitation assistance as per the NPRR, 2007. Census survey will also include listing of community assets and common facilities affected by the project, which need to be replaced. These may include cultural properties, roads, community forests/plantations, schools, community centres, etc. The census survey will be supplemented by a baseline socio-economic survey (BSES) of the PAFs identified in the census survey that may suffer major impacts and are eligible for rehabilitation assistance as per the NPRR (2007). They may include groups such as small/marginal farmers, landless agricultural labourers, structure owners/occupiers, and others losing livelihoods. Census Survey and BSES will entail the following steps including those listed in the Chapter-II of NPRR (2007).
- **Census Survey will specifically provide** data about affected land parcels and structures with names of owners/occupiers, land use, structure/land area and type; structure usage (residential/commercial), occupations and affected income streams and demographic characteristics of the project affected families (PAF). The census survey is aimed at collecting identification data, likely losses and other information that is sufficient in order to distinguish between minor and major impacts and to categorize PAFs for administering R&R entitlements. The census survey will include photography and Video recording of the affected structures.
 - **Baseline Socio-Economic Survey is aimed at** collecting baseline socio-economic data about PAFs identified in the census survey suffering major impacts and requiring rehabilitation assistance as per the NPRR (2007) in order for monitoring R&R outcomes and impacts. The PAF categories to be covered by BSES will include families rendered marginal/landless farmers as a result of land acquisition; landless agricultural labourers; businesses; owner/ occupant of the affected residential/ commercial structures, squatters and others below poverty line whose livelihoods are adversely affected. The strategy for socio-economic survey will be drawn up based on the findings of the census survey and SIA.

Task 2: Social Management Framework (SMF)

10. DFCC will adopt the RAA, 2008 for carrying out land acquisition and will take R&R measures for mitigating adverse impacts in line with the NRRP, 2007. DFCCIL will develop a workable social management framework (SMF) with appropriate entitlement matrix and implementation procedures based on the findings of SIA-EIA, Census and BSES for undertaking R&R measures for the 368 km stretch of the eastern DFC financially assisted by the World Bank. The SMF will be in line with the RAA, 2008; NPRR, 2007 and will be in accord with social safeguard policies/guidelines of the development partners. The SMF will include:
- Steps and procedures for taking social safeguard measures from pre-feasibility stage through the preparation till the closure of post-implementation support period.
 - R&R entitlement matrix appropriate for the current and future projects of DFCCIL;
 - Institutional frameworks and mechanisms for construction phase impact management; consultations, monitoring, and grievance redress, disclosure and reporting;
 - Measures to address impacts on tribal people, if affected;

Task 3: Resettlement Action Plan

11. The RAP will be prepared by consolidating Census and BSES findings, with the SMF providing the basis for R&R measures for different PAF categories. The RAP will be prepared as prescribed in the NPRR (2007) and will be finalized after review and endorsement by the DFCCIL in accord with the World Bank. The RAP will include:
- Project impacts and affected populations;
 - Legal framework for LA;
 - Compensation package for permanent/temporary loss of land, assets, incomes;
 - Description of R&R assistance; livelihood restoration measures,
 - Relocation and post-relocation support strategy,
 - Implementation mechanisms;
 - Framework for participation, consultation, information disclosure; grievance redress;
 - Time schedule and budget,
 - Framework for monitoring, evaluation and reporting.

12. A stand alone **Tribal Action Plan** will be prepared based on a review of SIA and Census findings in case the eastern corridor project impacts the tribal communities, in line with the Operational Policy 4.10 of the World Bank.

13. **Outputs:** The following are the key outputs expected from the consultants

(a) **Inception Report** outlining the approach, methodology, timeframe for surveys, consultations and different outputs should be submitted within **one** month of the assignment;

(b) **SIA, Ground- truthing of Census Survey and Baseline Socio-Economic Survey** of the affected families focussing on people's private/ public assets and livelihoods.

(c) **The Social Safeguard Framework** outlining procedures, legal framework, operational guidelines, institutional arrangements, entitlement framework for different impacts types, disclosure principles should be submitted. The deliverable at this stage will also include necessary inputs for preparing the bid document for Design and Build Contract;

(d) **The Resettlement Action Plan** Outlining R&R measures to be taken along the corridor of impact shall be submitted. At this stage, deliverables will also include specific inputs for the Design and Build Contract and Sub-Contracts.

(e) **Tribal Action Plan**, if applicable, will also be prepared.

(f) **Database Management System for LA and R&R.**

(g) All the draft reports will be reviewed by DFCC and the World Bank and wherever appropriate consultation workshops will be held.

14. **Consultant Qualifications:**

The proposals are invited from the professional agencies having combined experience in Social Assessment, Resettlement and land acquisition, GIS and computerization. The consultant team should have specialists leading the team with appropriate local support staff for socio-economic survey and community consultations.

- (i) Team Leader
- (ii) Resettlement expert with experience in large infrastructure projects.
- (iii) Sociologist / anthropologist.
- (iv) IT/ Database/ MIS Expert
- (v) Field Staff with required number of surveyors

15. **Indicative Data Requirements for Census and Baseline Socio-Economic Surveys**

Baseline Socio-economic survey is meant to convert information gathered during initial consultative SIA exercises into measurable data, required for providing R&R assistance for different categories of PAPs, and for monitoring changes in people's conditions beyond the project period. The BSES should provide information including but not limited to the following. The information gathered during the census and socio-economic surveys will form the basis for designing the Social Management Plan.

- Socio-Economic Profile: SC/ST / gender category of families; occupation and monthly income levels, structures and assets owned or occupied;
- Residential families: nature and quantity of likely loss-homestead area, residential structure, agricultural land, cattle shed; types of RR assistance preferred
- Commercial Units: nature of land and structure affected, title, business type, legal status of business, monthly incomes; number of employees;
- List of landless wage labourers, workers, education and skills; age, incomes.
- Common properties affected (village roads, grazing/community lands, cultural structures, etc)
- List of vulnerable persons/families: (poor, SC/ST, women headed, aged/infirm, physically or mentally challenged) with socio-economic profile;
- Other information: access to basic services; health status; participation in development schemes of the government; level of mainstream linkage;
- Any other information considered important in the local context.
- The outcome of the census and baseline survey should be in the form of a report and a computerized database, which should include but not be limited to:

- i. lists of affected PAPs according to their socio-economic and impact category (residential-legal and squatters; commercial-legal and squatter category; and encroachers-residential and commercial);
- ii. Data on occupations, income streams, household demographic and income data;
- iii. Data on access to basic services, ST/SCs/vulnerable families; common properties;
- iv. R&R impact cadastral maps showing impacted lands and structures (type, quantity) across specific sections in line with the finalized alignment maps.

16. Key Social Safeguard Policy Issues

Cut off Date and Entitlement of Squatters to R&R Benefits: DFCCIL will adopt the Railway Amendment Act (RAA), 2008 for acquiring land and follow the National Policy on Resettlement and Rehabilitation (NPRR), 2007 for providing R&R benefits to the project affected families (PAFs). According to the NPRR, 2007 non-title holder PAFs (squatters) residing in the project area for over three years prior to the cut-off date are entitled to specific rehabilitation assistance. DFCCIL has decided to treat the date of public notification for land acquisition (in local and national print media) coinciding with the date of baseline socio-economic survey as the cut-off date. Which means, DFCCIL will offer R&R assistance to non-titleholder PAFs (squatters) residing for three years prior to the cut-off date in the project area, as per the NPRR, 2007. This will deprive non-titleholder PAFs settled in the project area during three years preceding the cut-off date from any R&R assistance. It has been agreed that DFCCIL will establish principles and procedure to enable these category of non-titleholders to re-establish their shelter and livelihoods affected by the Eastern DFC project in the social management framework and the Resettlement Action Plan.

Institutional Capacity for Managing Social Safeguards: DFCCIL has appointed a Chief Project Manager to handle tasks relating to preparatory activities including feasibility studies, alignment finalization minimizing social and environmental risks, field surveys for land acquisition, and R&R activities. It has also got nominated revenue officer to function as Competent

Authority for carrying out land acquisition under the Railway Amendment Act (RAA), 2008. DFCCIL has hired local consultants for carrying out land surveys. The initial environment and social consideration studies for DFC Eastern and Western corridors were carried out by JICA. These steps have so far enabled DFCCIL to manage the preliminary social management activities. DFCCIL plans to hire an owner's engineer who will assist in monitoring R&R activities carried out at different stages through external consultants. However, in order to coordinate various R&R measures for the DFC project in the short term, and grow in the long term with capacity to identify and manage social safeguard risks, DFCCIL should establish a special unit with adequate managerial and technical skills to address social and environment issues.

17 Payment Schedule

Payments shall be made according to the following schedule on submission and acceptance of reports:

Sl. No.	Payment milestone	Payment %
1	Start of survey, team mobilization and submission of Inception Report	15%
2	Social Impact Assessment, Ground Truthing of Census Survey, Base Line Social Economic Survey, Listing details as per TOR, Public Consultation Meeting and submission of SIA/RAP report.	35%
3	Social Safeguard Framework, Data Base Management System for LA and R&R and Resettlement Action Plan approval by Competent Authority.	50%

Section 5

Form of Contract Agreement,

General Conditions of Contract for Consultancy Contract

and

Special Conditions of Contract

Section 5
Form of contract,
General Conditions of Contract for Consultancy Contract &
Special Conditions of Contract

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1. FORM 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 -----day of the -
-----month of -----year, between Dedicated Freight Corporation of India Limited,(hereinafter called the "Client" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and on the other hand, a Joint Venture / Consortium consisting of the following entities {name of JV/ Consortium entities} hereinafter called individually as the "member" and collectively as the "consultant" which expression shall include their respective successors and permitted assigns unless the context requires otherwise) each of which will be jointly and severally be liable to the Client for all the Consultants' obligation under this Contract. The addresses of each of the Parties are included in the Special Conditions of Contract to this Contract

WHEREAS

- (A) The Client vide their Letter of Invitation invited proposals for Technical and Financial offers to undertake the work of Consultancy Services for the {-----
name of work-----}; 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
- (B) The Client in acceptance of aforesaid proposals of Consultants awarded the work of the Consultancy Services to the Consultant.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall form an integral part of this Contract:
 - (a) General Conditions of Contract (hereinafter called "GCC"),
 - (b) Special Conditions of Contract (hereinafter called "SCC"),

- (c) Terms of Reference
- (d) Letter of Invitations
- (e) Institutional Arrangements
- (f) Project Information
- (g) The following Appendices

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

- (h) Letter of Award for Consultancy Work and other correspondence mentioned therein.

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

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

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultant in accordance with the provisions of the contract.

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

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

FOR AND ON BEHALF OF
THE MEMBERS OF THE
CONSULTANTS

(by authorized representative)

(by authorized representatives)

Witness

Witness

- 1. -----
- 2. -----

- 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 Appendix A hereto.
- 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 **Allahabad** 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 Location

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

1.7 Authority of Member in Charge (Lead Member)

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.

1.8 **Authorized Representatives**

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

1.9 **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 **Six week** after the date of contract signed by the Parties 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 **within 7 days** from the issue of acceptance letter.

b. Completion of Services

The targeted date of completion and Period of Completion shall be **Four months** from the date of issue of acceptance letter.

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.

The Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the Services on same rates, terms and conditions and the Consultants shall be bound by such variations.

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. Sample deficiencies and delays in Services may include but not limited to:

1. Not acting impartially or acting in collusion with Contractor in recommending award of variation, fixation of new rates.
2. Not keeping proper records regarding quality control, inspections, and rejection/rectifications of work.
3. Failure to give proper and timely advice to Client/Contractor to enable correction during execution.
4. Delays in checking of designs resulting in delays of approvals.
5. Recommending extension to Design & Build Contract with a view to extending duration of supervision Services.

6. Refusing to give reasons for recommendations when called for by the Client.
7. Not being fully conversant with Manuals, Specifications, Standards, etc.
8. Certifying Sub-standard work.
9. Not exercising required scrutiny /non approval of temporary works.
- 10 Permitting subletting of any part of work without authorization from Client.

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 10 hereof within sixty (60) days after receiving written notice from Consultants that such a payment is overdue,
- (ii) if the Client is in material breach of its obligations pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof and has not remedied the same within sixty (60) days (or such longer period as the 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 10 hereof.

4.2 Cessation of Rights and obligations of the Parties

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

- a. Such rights and obligations as may have accrued on the date of termination or expiration;
- b. The obligation of confidentiality set forth herein under in clause GCC 5.3 hereof;
- c. The 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 Deleted

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 are stated in **Appendix A**

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.

5.5.1 Limitation of the Consultants' liability towards the Client:

(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services , the Consultants, with respect to damage caused by the Consultants to Client's property, shall not be liable to the Client:

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

(ii) For any direct loss or damage that exceeds (A) the total under this contract including reimbursable etc. or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability , whichever is higher.

(b) This limitation of liability shall not affect the Consultants' liability , if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.

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 such members of the Personnel as are listed in Appendix C ("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 the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

5.11 Client's equipment and materials

Equipment and materials made either available to the 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

5.12.1 The Performance Guarantee shall be as specified under.

- (a) Within 15 days receipt of the letter of acceptance, the successful consultant shall furnish Bank Guarantee from SBI or any other nationalized / scheduled commercial bank of India for an amount equal to 5% of the contract value.
- (b) The Performance Guarantee shall be valid for a entire consultancy period plus two months.
- (c) The Performance Bank Guarantee shall be released after satisfactory completion of the assignment.

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

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

5.13 Security Deposit (SD)

Security deposit @ 10% of running bill shall be deducted till reaches 5% of the contract value. Alternatively the SD money could be deposited in terms of FDR in favour of DFCCIL, New Delhi. The earnest money of the successful bidder will be converted into initial security deposit. SD will be released after successful completion of the work and acceptance of the report and other deliverables.

6.0 Consultant's Personnel and Sub-Consultants

6.1 General

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

6.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in **Appendix C**. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 5.1.2 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel" set forth in **Appendix C** may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to **exceed the overall agreement value**. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the overall agreement value.

6.3 Client's Approval of Personnel

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

6.4 Working Hours, Overtime, Leave, etc.

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

6.5 Change of Personnel

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

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

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

6.6 Resident Project Manager

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

7.0 Client's Obligations

7.1 Assistance and Exemptions

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

- (a) provide the Consultants, 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 Deleted

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 **Appendix F**, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on

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

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 GCC 8 of this Contract.

7.6 Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client,

with the Consultants' advice, as shall be specified in such **Appendix-F**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F, the Client and the Consultants shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Clause GCC 8.1(c) hereof.

7.7 Decisions of Client

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

8.0 Payments to the Consultants

All payments under this Contract shall be made in Indian Rupees (INR) only. Payment shall be made as per accepted rate in stages as defined in TOR.

8.1 Deleted

8.2 Deleted

- 8.3** Currency of Payment: All payment under this contract shall be made in Indian Rupees. (INR) only

8.4 Deleted

9.0 Fairness and Good Faith

9.1 Good Faith

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

9.2 Operation of the Contract

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

10.0 Settlement of Disputes

10.1 Amicable Settlement

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

10.2 Dispute Settlement

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

10.2.1 Demand of Arbitration

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

10.2.2 Nomination of Arbitrators/Sole Arbitrator

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include 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 or 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 that of documents and communication shall be English.

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

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

10.2.3 No Suspension of Work.

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

10.2.4 Award to be Binding on All Parties.

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

10.2.5 Rules Governing the Arbitration Proceedings.

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

10.2.6 Substitute Arbitrators:

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

10.2.7 Interest on Awarded Amount

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

10.2.8 Fee to Arbitrators

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

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;">Dedicated Freight Corridor Corporation of India Ltd. (A Government of India Enterprise) Building No. 328/115, Ashok Nagar, Allahabad, INDIA , 211001</p> <p>Attn.: Chief Project Manager, Tele.Fax- 0532-2421380</p> <p>2. For Consultant :</p> <p>Attn.:</p> <p>Facsimile</p> <p>(fill in the blanks)</p>
1.7	<p>The Member in Charge is:</p> <p>{ }</p> <p>(To be filled by Bidder)</p>

Appendix A:

Description of the Services

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

Details as per TOR

Appendix B:

Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Please refer TOR

Appendix C:

Key Personnel and Sub-consultants

[List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications experience of Personnel to be assigned to work in India, and staff- months for each.*
- C-2 Same information as C-1 for Key local Personnel.*
- C-3 Same as C-1 for Key foreign Personnel to be assigned to work outside India.*
- C-4 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-4)*

Please refer TOR

Appendix D:

NOT APPLICABLE

Medical Certificate

Appendix E:

NOT APPLICABLE

Hours of Work for Key Personnel

Appendix F:

Duties of the Client

[List here under:

- F-1 Services, facilities and property to be made available to the Consultants by the Client.*

- F-2 Counterpart personnel to be made available to the Consultants by the Client.]*

Please refer TOR

Appendix 'G'

(NOT APPLICABLE)

Appendix H: (not applicable)

Cost Estimates in Local Currency

List hereunder cost estimate in local currency:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable/Rental/Fixed expenditures as follows:*
 - a. *Per diem rates for subsistence allowance for foreign short-term Personnel plus estimated totals.*
 - b. *Living allowances for long-term foreign Personnel, plus estimated totals.*
 - c. *Cost of local transportation.*
 - d. *Cost of other local services, rentals, utilities, etc.*

FORM OF PERFORMANCE SECURITY
(PERFORMAMANCE BANK GUARANTEE)

(GCC Clause 5.12) {On *non-judicial stamp paper of appropriate value in accordance with Stamp Act. The stamp paper to be in name of Executing Bank*}

To

The Chief Project Manager
Dedicated Freight Corridor Corporation of India Ltd.,
328/115, Ashok Nagar Allahabad, INDIA,211001

WHEREAS _____ [*Name and address of Consultants*]¹ (hereinafter called “the consultants”) have undertaken, in pursuance of Contract No..._____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [*Name of Contract*] (hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a “Performance Security” in the form of a Bank Guarantee by a recognized bank⁽²⁾ for the sum specified therein as security for performance and compliance with his obligations in accordance with the Contract;

AND WHEREAS we, ----- (*Name of Bank*) with its Branch located at ----- (*address of branch*) and Head Office located at ----- (*address of Head Office*) {herein after called as “the Bank”} acting through -----(*name of authorized representative of Bank authorized to sign and incur obligations for and on behalf of the Bank*) have agreed at the request of the Consultants to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [*amount of Guarantee in letters*] (3) _____ [*in words*], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without any demur, cavil, reservation , argument or recourse any sum or sums within the limits of _____ [*amount of Guarantee*] as

aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. *in words* _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor _____ In presence of

Name and Designation _____ 1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address _____ 2. _____

(Name & Occupation)

Date _____

1. Give names of all partners if the Consultant is a Joint Venture.
2. The bank guarantee shall be from a Scheduled / Nationalized Indian Bank.
3. Amount as Specified in GCC/TOR/ITB for Performance Security and in specified currency.

Note-The words in Italics are for guidance e and shall be deleted in final document.

(Performa for Eligibility Criteria)

<to be issued on letter head of the issuing authority>

To Whom It May Concern

Sub: (name of the work for which certificate is being issued)

It is hereby certified that M/s<Name of the firm>....<full address>... has completed the work of<name of the work>.....within the stipulated time. The details regarding the assignment are as under:

1. Name of work
2. Agreement No.
3. Date of issue of LOA
4. Cost of work as per LOA
5. Completed cost of work
6. Date of completion of work
7. Whether the work completed satisfactory
8. Whether the final report has been accepted by the department

Date:

<signature>
<Name and Designation>
<Office Seal>

**Section 6:
Financial Proposal – Standard Forms**

[Comments 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 under **Para 3.8 to 3.11** of section 2. Such

- FIN – 0 **Tender Schedule to quote Single % age (above/Below/At Par) on tender cost for financial offer.**

- FIN – 1 Financial Proposal Submission Form

- FIN – 2 Summary of Costs

- FIN – 3 Breakdown of Costs by Activity

- FIN – 4 Breakdown of Remuneration

- FIN – 5 Breakdown of Expenses

FIN -0

TENDER SCHEDULE

SN	Description of work	Estimated cost of Tender
<u>1</u>	Work of Detailed Social Impact assessment (SIA) of Mughalsarai (Excluding MughalSarai yard)- Bhaupur section (approx 379 km) on Eastern Dedicated Freight Corridor as per terms and conditions of RPF document.	Rs. 42,43,284/-

Contractor's quoted % (Above /Below/At par) of the Estimated Cost of Tender

(%age Above/Below/At par should be entered 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/tenderer is required to quote the overall single percentage rate above/at par/or below.
- ii) The Bidder/tenderer is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail.
- iii) The above rates are inclusive of all taxes and levies except service tax which will be reimbursed on submission of proof of payment thereof.

(Seal & Signature of Bidder)

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 based on the single flat percentage quoted on the tender schedule (FIN-0) .

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 Paragraph Reference **1.5** of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely (Prevention of Corruption Act, 1988”).

[
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:

1. Amounts must coincide with the ones indicated in the tender schedule with quoted %age as well as under Total Cost of Financial proposal in Form FIN-2

FORM FIN -2

SUMMARY OF COSTS

Item	Mughalsarai (Excl) - Bhaupur (Excl.)
SIA	(Approx. 379Km)
a) Cost of Services of Consultant (In INR) in both figures and words	
b) Tax Liability along with the breakup (in INR) in both figures and words	
Total Cost (a + b) in INR	

Amount of financial proposal including taxes:

1. Indicate the total costs, net of local taxes, to be paid by the Client [Tax to be indicated in item 2]. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN -3 provided with the Proposal.
2. In case of any discrepancy, the amount quoted in words will prevail.

FORM FIN-3

BREAKDOWN OF COSTS BY ACTIVITY

Cost Component	Costs in INR
Remuneration	
Other Expenses	
Subtotals	

1. Form FIN- 3 shall be filled at least for the whole assignment.

FORM FIN – 4

BREAKDOWN OF REMUNERATION

Name	Position	Staff –month Rate	Total Man Month	Total
Foreign Staff				
		Home		
		Field		
Local Staff				
		Home		
		Field		

1. Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH -3.
2. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g. clerical Staff etc.)
3. Position of the Professional Staff shall coincide with the ones indicated in Form TECH 3
4. Indicate separately staff month rate in INR for home and field work.

FORM FIN -5

BREAKDOWN OF EXPENSES

No	Description ¹	Unit	Unit Cost ²
1	Per diem allowances	Day	
2	Miscellaneous travel expenses		
3	Communication costs between [Insert place] and [insert place]		
4	Drafting, reproduction of reports		
5	Equipment, instruments, materials, supplies etc.		
6	Shipment of personal effects		
7	Use of computers, software		
8	Laboratory tests		
9	Subcontracts		
10	Local transportation costs		
11	Office rent, clerical assistance		

1. Delete items that are not applicable.
2. Indicate unit cost and currency.