



Bid Documents for

DESIGN, MANUFACTURING, SUPPLY, TESTING, COMMISSIONING AND TRAINING OF PLANT AND EQUIPMENT FOR RAILWAY TRACK AND ELECTRIC OVER HEAD EQUIPMENT (OHE) ON DADRI-REWARI-JNPT NETWORK OF WESTERN DEDICATED FREIGHT CORRIDOR

PLANT AND EQUIPMENT WORKS PACKAGE – 6

Issued on: 1st Dec. 2017

ICB NO. PE P-6

VOLUME - I

Employer:
Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)

NK Consortium
NK-JARTS-PBJ-NKI
Consulting Engineers

Ministry of Railways
Government of India





BID Documents
FOR
PLANT AND EQUIPMENT WORKS

Contract Package P-6
for
ICB No. PE P-6

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Invitation for Bids

Date: 1st Dec. 2017

Loan Agreement No: ID-P209

ICB No.: PE P-6

1. The President of India has received a loan from the Incorporated Administrative Agency-Japan International Cooperation Agency (JICA) amounting to a sum of Ninety Billion Two Hundred Sixty-Two million Japanese Yen (JPY (90,262,000,000). It is intended that part of the proceeds of this loan will be applied to eligible payments under the contract for Plant and Equipment Works. ICB No. PE P-6.
2. The Dedicated Freight Corridor Corporation of India Limited (DFCCIL) (hereinafter referred to as “the Employer”) now invites sealed bids from eligible bidders for the Design, Manufacturing, Supply, Testing, Commissioning and Training of Plant and Equipment for the maintenance of Railway Track and Electrical Over Head Equipment (OHE) on Dadri-Rewari-JNPT Network of WDFC Contract Package PE P6.
3. Eligible Bidders may obtain further information from and inspect the Bid Documents at the office of:
Dedicated Freight Corridor Corporation of India Ltd.,
Mr. Praveen Kumar
Position: GGM/P/WC
Room No. 505
5th Floor, Pragati Maidan,
Metro Station Building,
New Delhi – 110001, INDIA
Tel: +91-11-2337-9815, Fax: +91-11-2345-4701
e-mail: praveenkumar@dfcc.co.in
4. A complete set of Bid Documents with CD-ROM may be purchased by interested Bidders on the submission of a written application to the above and upon payment of a non-refundable fee of Rs. 50,000/- (Indian Rupees Fifty Thousand only) plus 12% IGST or 6% Delhi GST & 6% CGST, as applicable.
 - 4.1 The bidding documents shall be available for sale at the office of the DFCCIL as mentioned in Para 3.0 above during 11:00 hrs. to 17:00 hrs. on all the working days from 1st Dec. 2017 to 1st March 2018 and only up to 12:00 Hrs on 2nd March 2018 and can be purchased by interested bidders on submission of a written request to the address given above along with non-refundable payment of Rs. 50,000/- only [Rs. Fifty Thousand only] plus 12% IGST or 6% Delhi GST & 6% CGST, as applicable., in the form of DD or Banker’s cheque from any Nationalized or Scheduled Bank of India or any Japanese Bank having correspondent arrangements with Indian Bank in favour of “Dedicated Freight Corridor Corporation of India Ltd, New Delhi”.
 - 4.2 Bid documents requested by Post will be dispatched by registered speed post/courier on payment of an extra amount of Rs. 10,000 (Rupees Ten Thousand only), plus 12% IGST or 6% Delhi GST & 6% CGST, as applicable, thereon. However, DFCCIL shall not own any responsibility in delayed delivery of the document by post.
 - 4.3 The Bidding Documents can also be downloaded from DFCC website www.dfccil.gov.in. The bids can be submitted on the down loaded document along with demand draft towards the cost of bid documents kept 12% IGST or 6% Delhi GST & 6% CGST, as applicable. in a separate envelope marked “Cost of Bid Documents”. The offer will be summarily rejected if cost of bid documents is not enclosed for bids downloaded from web site.
 - 4.4 It will be the responsibility of the bidder who is submitting the bid on downloaded Bid Documents as well as otherwise to check the correctness of these documents and also check



- the DFCC website from time to time till bid due date for any Addendum/Corrigendum issued in regard to this bid to ensure submission of bid along with all Addendum/Corrigendum.
5. Bids must be delivered to the above office on or before 14:00 hrs. on 2nd March 2018 and must be accompanied by a security of US\$ 1,020,000 (One Million and twenty Thousand US\$ only) or equivalent in Indian Rupees.
 6. Only "Technical Proposal" will be opened in the presence of bidders' representatives who choose to attend at 15:00 hrs. on 2nd March 2018 at the DFCCIL office, Conference Hall Room No. 416, 4th Floor, Pragati Maidan Metro Station Building, New Delhi 110001
 7. After evaluation of "Technical Proposal", DFCCIL will prepare the list of the Bidders who have passed the Technical Evaluation. Price Bids will only be opened for those Bidders who have passed Technical Evaluation. The Price Bids shall be opened in the presence of Bidders' representatives who chose to attend. The time, date and venue will be informed immediately after consent by JICA for Technical Evaluation.
 8. Price Bids for Bidders who failed to pass Technical Evaluation will be returned to the Bidder's address without opening of the Price Bid Documents along with the Bid Security.
 9. Interested eligible Bidders who have purchased the Bid Document are invited to attend a Pre-Bid Conference to be held at under mentioned Venue on 22nd Dec. 2017 at the following address:
Venue: Conference Hall, Room No. 416, 4th Floor, Pragati Maidan Metro Station, New Delhi - 110001
Time: 11:00 hours (Indian Standard Time)
 10. Participation to this Pre-Bid Conference is not mandatory.
 11. A blank questionnaire Form will be delivered to the Bidder's Representatives participating in the Pre-Bid Conference. Bidder's Representatives can fill in their questions in the Form and hand it over to the DFCCIL's representative before the end of the Conference. Answers will be delivered to the Representatives of all the Bidders by e-mail. The answers shall also be available in Home Page [Public Notice or Tender Page] of DFCCIL as shown above



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SECTION 1: INSTRUCTIONS TO BIDDERS

Part A: Instructions to Bidders

Part B: Bid Data Sheet (BDS)

Notes on the Instructions to Bidders

Part A – includes provisions that are to be used unchanged.

Part B, Bid Data Sheet (BDS), consists of provisions that supplement, amend, or specify information or changes to Part A that are specific to each procurement.

The instructions to Bidders is not part of the Contract.

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Section I. Instructions to Bidders

A. General

1. Scope of Bid
 - 1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues these Bidding Documents for the procurement of Works as specified in Section VI, Works Requirements. The name, identification, and number of lots (contracts) of the International Competitive Bidding (ICB) are provided in the BDS.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) “day” means calendar day.
2. Source of Funds
 - 2.1 The Borrower indicated in the BDS has received or has applied for a Japanese ODA Loan from the Incorporated Administrative Agency-Japan International Cooperation Agency (hereinafter called “JICA”) in the amount and with the signed date of the Loan Agreement indicated in the BDS toward the cost of the project indicated in the BDS. The Borrower intends to apply a portion of the proceeds of the loan to payments under the contract for which these Bidding Documents are issued. Disbursement of an ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the “Guidelines for Procurement under Japanese ODA Loans”. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds. The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
3. Fraud and Corruption
 - 3.1 JICA requires that Bidders and Contractors, as well as the Employer, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA;
 - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA.
 - 3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the General Conditions.
4. Eligible Bidders
 - 4.1 A Bidder may be a single entity or any combination of entities in the form of a joint venture, association or consortium (JVA) under an existing agreement or with the intent to enter into such an agreement



- supported by a letter of intent. In the case of a joint venture or association:
- (a) unless otherwise specified in the BDS, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and
 - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all partners constituting the Bidder, shall be from an eligible source country as listed in Section V.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) a Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project; or
 - (b) a Bidder is any association/affiliates (inclusive of parent firm) mentioned in subparagraph (a) above; or
 - (c) a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project; or
 - (d) a Bidder participates in more than one bid either individually or as a partner in a joint venture. A Bidder who participates in more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A Bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- 4.4 A Bidder that has been determined to be ineligible by the JICA in accordance with ITB 3, shall not be eligible to be awarded a contract.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.6 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders unless otherwise specified in the BDS.
5. Eligible Materials, Equipment, and Services
- 5.1 The materials, equipment and services to be supplied under the Contract and financed by JICA shall have their origin in eligible source countries as listed in Section V. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial



or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Documents

6. Sections of Bidding Documents
- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.
- PART 1 Bidding Procedures
- Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms
 - Section V. List of Eligible Countries of Japanese ODA Loans
- PART 2 Works Requirements
- Section VI. Works Requirements
- PART 3 Conditions of Contract and Contract Forms
- Section VII. General Conditions (GC)
 - Section VIII. Particular Conditions (PC)
 - Section IX. Annex to the Particular Conditions - Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than twenty- eight (28) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering



into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
 - 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
 - 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
 - 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
 - 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.
8. Amendment of Bidding Documents
- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
 - 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
 - 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer should extend the deadline for the submission of bids, pursuant to ITB 22.2

C. Preparation of Bids

- 9. Cost of Bidding
 - 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid
 - 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.



11. Documents Comprising the Bid
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security, in accordance with ITB 19;
 - (c) alternative technical bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17 establishing the Bidder's continued qualified status or, if post-qualification applies, as indicated in accordance with ITB 4.6, the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (f) Technical Proposal in accordance with ITB 16; and
 - (g) any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed schedules as required, including priced Bill of Quantities, in accordance with ITB 12 and 14;
 - (c) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans, which shall be signed and dated by the Bidder's authorized representative, in accordance with ITB 12;
 - (d) alternative price bids, if permissible, in accordance with ITB 13; and
 - (e) any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, bids submitted by a JVA shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement.
12. Letter of Bid and Schedules
- 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
13. Alternative Bids
- 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.



- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design as described in the Bidding Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the BDS and described in Section VI, Works Requirements. The method for evaluating alternative technical solutions will be stipulated in Section III, Evaluation and Qualification Criteria.
14. Bid Prices and Discounts
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data included in Section IV, Bidding Form and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots (contracts) are submitted and opened at the same time.
- 14.7 Unless otherwise provided in the BDS, all duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.



15. Currencies of Bid and Payment
- 15.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data included in Section IV, Bidding Forms are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 15.3 The foreign currency requirements generally include the following:
- (a) expatriate staff and labour employed directly on the Works;
 - (b) social, insurance, medical and other charges relating to such expatriate staff and labour, and foreign travel expenses;
 - (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
 - (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
 - (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
 - (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.
16. Documents Comprising the Technical Proposal
- 16.1 The Bidder shall furnish, as part of the Technical Bid, a Technical Proposal including a statement of work methods, equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
17. Documents Establishing the Qualifications of the Bidder
- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Bidder continues to meet the criteria used at the time of prequalification, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect that changed from that time, or if post-qualification applies as indicated in accordance with ITB 4.6, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.
18. Period of Validity of Bids
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, the Bidder granting the request shall also extend the bid security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3



- 18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor specified in the BDS.
 - (b) In the case of adjustable price contracts, to determine the Contract price, the fixed portion of the bid price shall be adjusted by the factor specified in the BDS.
 - (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.
19. Bid Security
- 19.1 The Bidder shall furnish a bid security as part of its bid, in the amount and currency specified in the BDS.
- 19.2 If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional bank guarantee issued by a bank or surety;
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security indicated in the BDS,
- from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.3 If a bid security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive bid security shall be rejected by the Employer as non-responsive.
- 19.4 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 40.
- 19.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.6 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 39; or



(ii) furnish a performance security in accordance with ITB 41.

19.7 The bid security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the bid security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

20. Format and
Signing of Bid

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL – TECHNICAL BID" and "ORIGINAL – PRICE BID". Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number specified in the BDS and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

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

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

20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and
Marking of Bids

21.1 The Bidder shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL – TECHNICAL BID", "ORIGINAL – PRICE BID", "COPY - TECHNICAL BID" and "COPY - PRICE BID", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the



- opening of Technical Bid in accordance with ITB 25.1
- 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
22. Deadline for Submission of Bids
- 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
23. Late Bids
- 23.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
24. Withdrawal, Substitution, and Modification of Bids
- 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
25. Bid Opening
- 25.1 The Employer shall open the Technical Bids in public, in the presence of Bidders’ designated representatives and anyone who choose to attend, and at the address, date and time specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 25.7.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3 Second, envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being



substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.

25.4 Next, envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 25.1.

25.5 All other envelopes holding the Technical Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the presence or absence of a bid security, if required; and any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders’ representatives who choose to attend at the address, date and time specified by the Employer. The Bidder’s’ representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; and any other details as the Employer may consider appropriate.

Only Price Bids discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. No



Bid shall be rejected at the opening of Price Bids.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum: the name of the Bidder, the Bid Price, (per lot if applicable), including any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

26. Confidentiality
- 26.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
27. Clarification of Bids
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.
28. Deviations, Reservations, and Omissions
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
29. Preliminary Examination of Technical Bids
- 29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.



- (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.
30. Determination of Responsiveness of Technical Bid
- 30.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.
 - 30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
 - (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
 - 30.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section VI, Works Requirements, have been met without any material deviation, reservation or omission.
 - 30.4 If a Technical Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
31. Nonmaterial Non-conformities
- 31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.
 - 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
 - 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.
32. Qualification of the Bidder
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether either continues to meet (if prequalification applies) or meets (if post-qualification applies) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.



- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result in disqualification of the bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
33. Correction of Arithmetical Errors
- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected.
34. Conversion to Single Currency
- 34.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as specified in the BDS.
35. Evaluation of Price Bids
- 35.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 35.2 To evaluate the Price Bid, the Employer shall consider the following:
- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Day-work items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.4;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB31.3; and
 - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the



Contract, shall not be taken into account in bid evaluation.

- 35.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Price Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 35.5 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
36. Comparison of Bids 36.1 The Employer shall compare all substantially responsive bids in accordance with ITB 35.2 to determine the lowest evaluated bid.
37. Employer's Right to Accept Any Bid, and to Reject Any or All Bids 37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

38. Award Criteria 38.1 Subject to ITB 36.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
39. Notification of Award 39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. At the same time, the Employer shall also notify all other Bidders of the results of the bidding. After a contract is determined to be eligible for JICA's financing, the following information may be made public by JICA:
- (i) names of all Bidders;
 - (ii) their bid prices;
 - (iii) name and address of successful Bidder concerning the award of contract;
 - (iv) name and address of supplier; and



- (v) award date and amount of the contract.
- 39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 38.1, requests in writing the grounds on which its bid was not selected.
40. Signing of Contract
- 40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.
41. Performance Security
- 41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the General Conditions of Contract, subject to ITB 35.5, using for that purpose the Performance Security Form included in Section IX, Annex to the Particular Conditions - Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.



Part B. Bid Data Sheet

The Part B, Bid Data Sheet supplements and modifies the Part A, Instructions to Bidders (ITB). The BDS are numbered with the same numbers as the corresponding ITB clause.

A. General	
ITB 1.1	The Identification Number of the Invitation for Bids is: Package PE P-6
ITB 1.1	The Employer is: Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) 5 th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi, India – 110001
ITB 1.1	Name of the ICB is: PE P-6: Plant and Equipment Works
ITB 1.1	The name of the Project is: Dedicated Freight Corridor Project (Western Corridor) The identification numbers of other packages (contracts) related to the project are: <u>Phase 1 Packages:</u> ICB - CT P-1 & 2: Civil, Building and Track Works, Rewari – Iqbalgarh ICB - CT P-3 (R): Civil, Building and Track Works, Iqbalgarh – Vadodara ICB - CT P-3A (R): Special Steel Bridges across river Mahi and Sabarmati ICB - EM P-4: Electrical and Mechanical Works, Rewari – Vadodara ICB - ST P-5: Signaling and Telecommunication Works, Rewari – Vadodara ICB - ST P -5A: Train Protection and Warning System Rewari-JNPT section ICB- RS P-7(R): Electric Locomotive cum Maintenance and Depot Works <u>Phase 2 Packages:</u> ICB - CT P-11: Civil, Building and Track Works (JNPT – Vaitarana) ICB - CT P-12: Civil, Building and Track Works (Vaitarana – Sachin) ICB - CT P-13: Civil, Building and Track Works (Sachin – Vadodara) ICB - CT P-14: Integrated Civil, E&M and S&T Works (Rewari – Dadri) ICB - CT P-15A: Special Steel Bridges (8 Nos.) JNPT-Vadodara ICB - CT P-15B: Special Steel Bridge across Narmada River ICB- CT P-15C: Special Steel Bridges (3 Nos.) across Yamuna and Hindon Rivers ICB - EM P-16: Electrical & Mechanical (E&M) Works (JNPT – Vadodara) ICB- ST P-17: Signal and Telecommunication (S&T) Works (JNPT – Vadodara)
ITB 1.1	Replace the words “Section VI, Works Requirements” with “Volume II - Sections 8 and 9.”
ITB 2.1	The Borrower is: The President of India
ITB 2.1	The amount of an ODA Loan is: Japanese Yen 90.262 billion (Loan Agreement No.: ID-P209) The signed date of the Loan Agreement is: 31 March 2010
ITB 2.1	The name of the project is: Dedicated Freight Corridor Project (Western Corridor)
ITB 3.1	Replace ITB 3.1 as follows: It is JICA's policy to require that Bidders and Contractors, as well as Borrowers, under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the



	<p>procurement and execution of such contracts. In pursuance of this policy, JICA:</p> <p>(a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it, at any time, determines that the Bidder or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA; and</p> <p>(c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or a Subcontractor, who has a direct contract with the Contractor, is debarred under the cross-debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.</p> <p>“Cross debarment decisions by the Multilateral development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.”</p> <p>The list of debarred firms and individuals is available at the electronic address www.worldbank.org/debar</p> <p>JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.</p> <p>If it is revealed that the Contractor was ineligible to be awarded a contract according to the above, JICA will, in principle, impose sanctions against the Contractor.</p> <p>If it is revealed that a Subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.</p>
ITB 4.1	Replace 4.1 with the following:



	<p>a) For the purpose of this Bid Document, the following definition shall apply:</p> <p>i) 'The 'Bidder' may be a collective single entity consisting of 'Prime Contractor' with its "Specialist Manufacturer(s) for procurement of Key Machines forming part of P&E".</p> <p>ii) 'Prime Contractor' may be a single entity or 'a joint venture or partner in JV' or 'association or its member' or 'consortium or its member' excluding 'Specialist Manufacturer(s)' as evidenced by a firm agreement.</p> <p>iii) 'Partners': - Prime Contractor or in case where the Prime Contractor is a joint venture or association or consortium, 'Partners' would include all the constituent members of the joint venture or consortium or association.</p> <p>iv) 'Authorized Signatory': For the purpose of this Bid, the Authorized Signatory shall mean the person authorized to sign on behalf of Partner / Specialist Manufacturer under a Power of Attorney and supported by a resolution from the respective Board of Directors.</p> <p>b) In case of joint venture, consortium or association, all the constituent members of joint venture, consortium or association shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms</p> <p>c) Lead partner shall represent all the partners of the joint venture / consortium or association in discharging the obligations of the joint venture, consortium or association. Accordingly, the joint venture, consortium or association shall nominate one Representative from Lead partner, who shall have the authority to conduct all business for and on behalf of any and all the partners of the joint venture or consortium or association, during the bidding process, and in the event the joint venture or consortium or association is awarded the Contract, during contract execution. In this regard, each of the joint venture or consortium or association Partners shall submit the Power of Attorney duly signed by their respective 'Authorized Signatory' along with the Technical Bid.</p> <p>d) The Power of Attorney, in respect of the 'Authorized Signatory' of the respective Partners including Specialist Manufacturer(s) duly supported by their respective Board Resolution shall also be submitted along with the Technical Bid.</p> <p>Alternatively, a valid and current Power of Attorney to act on behalf of the company duly supported by authenticated evidence establishing the authority of the person issuing the said Power of Attorney is also acceptable. A Board Resolution is one way of validating such authenticity. Other valid & authentic documentation confirming that the person issuing the Power of Attorney has the authority to do so, would also be acceptable.</p>
ITB 4.2	Replace the words "Section V" with "Section 4".
ITB 4.3 (d)	Replace last sentence as under A Bidder, if acting in the capacity of Specialist Manufacturer or Other Manufacturer, in any bid, may participate in more than one bid, but only in that capacity.
ITB 4.6	Replace ITB 4.6 with the following: This bidding is not subject to prequalification.



ITB 4.7	<p>Insert new clause ITB 4.7 as under: “The Bidder shall be considered in-eligible if Bidder, any of its Partners and / or Specialist Manufacturer(s) included in the Bid has been banned for business with Ministry of Railways along with any of its attached and subordinate offices through an order issued by Ministry of Railways as per list available on Web site (http://www.indianrailways.gov.in/railwayboard) of Civil, Electrical and Mechanical Directorate of Railway Board pertaining to Banning of Business, with the Banning being valid as on the last date of submission of the Bid.</p> <p>The Bidder / each partner of the Joint Venture or Consortium or Association including the proposed Specialist Manufacturer(s) shall submit an undertaking to this effect duly signed by their Authorized Signatory in accordance with the Letter of Technical Bid”</p>
ITB 5.1	<p>Replace the words “Section V” with “Section 4”.</p>
<p>B. Contents of Bidding Documents</p>	
ITB 6.1	<p>Replace the whole of ITB 6.1 with the following: “The Bidding Documents consist of Volumes I, II and III which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p>Volume I: Section 1: Instructions to Bidders Section 2: Evaluation and Qualification Criteria Section 3: Bid Forms Section 4: List of Eligible Countries of Japanese ODA Loan Step Loans Section 5: Conditions of Contract Section 6: Financial Submissions Section 7: Contract Forms</p> <p>Volume II: Section 8: Employer’s Requirements (General Specifications) Section 9: Employer’s Requirements (Particular Technical Specifications)</p> <p>Volume III: Section 10: Attachments and Reference Technical Specifications</p>
ITB 7.1	<p>For <u>clarification purposes</u> only, the Employer’s address is:</p> <p>Attention: Mr. Praveen Kumar, GGM/PWC, Floor/Room number: Room No. 505, 5th Floor, Pragati Maidan Metro Station Building City: New Delhi PIN Code: 110001 Country: INDIA Telephone: +91-11-2337-9815 Facsimile number: +91-11-2345-4701 Electronic mail address: praveenkumar@dfcc.co.in</p> <p>Replace the words “In Writing” in the second line of First para of ITB 7.1 with the “by giving a written submission signed by Authorized Signatory of the JV /Consortium/Association”. Add “no later than ten (10) days prior to deadline for submission of Bids” after the words “For clarification” in fifth line of Para 7.1.</p>
ITB 7.4	<p>A Pre-Bid meeting will take place at the following date, time and venue: Date: 22nd Dec. 2017 Time: 11:00 hrs. Venue: DFCCIL Conference Hall, Room No. 416, 4th Floor, Pragati Maidan, Metro Station Building, New Delhi – 110001.</p>



ITB 7.6	Supplement ITB 7.6 with the following: Clarification on the Bidder's quarry of the pre-bid meeting will be sent through email to all the bidders and uploaded on DFCCIL website.
ITB 8.2	ITB 8.2 is replaced by the following: Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing and through e-mail to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. It will also be uploaded on DFCCIL website.
ITB 8.3	ITB 8.3 is replaced by the following: "To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2".
C. Preparation of Bids	
ITB 10.1	The language of the bid is English.
ITB 11.1	Add the following at the end of this Sub-Clause. "The Employer will provide a set of printed Bidding Documents containing all drawings and attachments along with a soft copy on CD [PDF Version]. The Bidder shall submit one original plus two (2) hard copies of its Technical Bid and Price Bid along with three (3) soft copies of Technical Bid only on CD, filling all the details asked for in the Bidding Documents without any change of the prescribed formats. In case there is discrepancy between a soft copy and hard copy signed by the Representative, the signed hard copy shall prevail."
ITB 11.2 (e)	Add the following: "The Bidder's Technical Bid submission shall include the forms and documents as required in Section 2 & 3 of this Volume."
ITB 11.2 g	The Bidder shall submit other documents as under: <ul style="list-style-type: none"> 1. The Power of Attorney in respect of the "Authorised Signatory" of the respective partners including "Specialist Manufacturer" duly supported by their respective Board Resolution in accordance with ITB 4.1(d) 2. Submission of firm JV/Consortium/Association Agreement <ul style="list-style-type: none"> a. Identification of Lead Partner (from Japan) and endorsement about its having maximum financial stake amongst the other Partners. b. Total share of Japanese Partners being more than 50% of the Contract amount. c. joint and several liabilities of all the Partners d. JV/Consortium/Association Agreement required to be signed by Authorized Signatories of all the Partners. A format for JV/Consortium/Association Agreement is enclosed at Section –3 [Bid Forms]. e. Joint venture (JV)/Consortium or Association Agreement, shall clearly bring out the share and role of each Partner of the joint venture/consortium or association. Submission of joint venture/consortium or association agreement is a mandatory requirement.
ITB 11.3 (b)	Delete the part sentence "including priced Bill of Quantities," from the sub-clause
ITB 11.4	In this Sub-Clause, delete the following: "Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event



	of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement”
ITB 12.1	Delete the part sentence “including priced Bill of Quantities” from the sub-clause Replace the words “Section IV” with “Section 3 (Bid Forms) and Section 6 (Financial Submissions)”.
ITB 13.1	Alternative bids will not be permitted.
ITB 14.1	Delete the words “and in the Bill of Quantities”.
ITB 14.2	Replace the words “Bill of Quantities”, with the words; “Schedules” at two places in this clause.
ITB 14.5	Replace the words “Section IV” with “Sections 6 (Financial Submissions)”.
ITB 14.7	Supplement ITB 14.7 with the following Deemed export benefits are not applicable for the Package. However, if under the Foreign Trade Policy of Government of India, supply of Goods to WDFC Project funded through JICA ODA Loan qualifies as “Deemed Exports” during execution of the Package then the Contractor shall be obliged to furnish all necessary documentation notified by Govt. of India as per procedure laid down under the Foreign Trade Policy, to the Employer, in order to enable the Employer to claim the duty draw back. Such Documentation would be required to be submitted along with each application of IPC, in case, Deemed Export benefit become available on JICA ODA Loan funded Projects.
ITB 15.1	The currency(ies) of the bid and the payment currency(ies) shall be as described below: The prices shall be quoted by the Bidder in the Schedules separately in the following currencies: (i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s country, in Indian Rupee, and further referred to as “the local currency”; and (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency requirements”), in Japanese Yen and maximum of two other tradable foreign currencies for which RBI reference rates are available.
ITB 15.2	Replace the words “Section IV” with “Section 6”.
ITB 16.1	Replace the words “Section IV” with “Section 3”.
ITB 17.1	Replace the ITB 17.1 with the following a) “In accordance with Section 2: Evaluation and Qualification Criteria and BDS (ITB 32.1), in order to establish that the Bidder meets the Qualification Criteria for the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section 3, Bid Forms” b) Bidder shall propose not more than two (2) Specialist Manufacturer(s) for each of the Key Machines forming part of the P&E as identified in ‘Stage 3:



	<p>Evaluation of Compliance with the Qualification Requirements' of Section 2: Evaluation and Qualification Criteria. For the purpose of evaluation, each of the proposed Specialist Manufacturer shall be evaluated individually.</p> <p>c) Bidder shall clearly identify the proposed Specialist Manufacturer(s) in Forms ELI 1.2 and EXP -3 in Section-3: Bid Forms. Such proposed Specialist Manufacturer(s) shall meet the corresponding qualification requirements specified in Section 2: Evaluation and Qualification Criteria. Form CON: Historical Contract Non-Performance shall include Specialist and Other Manufacture.</p> <p>d) Bidder shall propose Other Manufacturer(s) for each of the P&E other than Key Machines and subject to approval of the proposed Other Manufacturer by Employer/Engineer.</p> <p>e) The Credentials of Associates, Parent Companies or Sister Companies shall not be considered unless they are part of Joint Venture/Consortium/Association.</p> <p>f) Both in case of 100% owned SPVs as well as subsidiaries, with respect to (a) Technology (b) Financials and (c) Intellectual Property Rights, the parent company can aggregate these for the purpose of qualification criteria so long as the parent company prepares a consolidated balance sheet that includes the financials of these subsidiaries and SPVs.</p> <p>g) However, this will not be permitted in case of clause 3.2(e) (iii) of 'Stage 3: Evaluation of Compliance with the Qualification Requirements' in Section 2 i.e. Specific Experience in Key Machines undertaken by subsidiaries (including 100% SPVs) will not qualify as experience of Parent Company unless the subsidiaries (including 100% SPVs) are also part of the Consortium/Joint Venture/Association.</p> <p>h) The Bidder shall submit 'Form MAN: Manufacturer's Authorization' from each proposed Specialist Manufacturer(s) for Key Machines, indicating its authorization to associate with the Bidder as a Specialist Manufacturer for the particular machine/group of machines against which his credentials have been offered by the Bidder in the bid.</p> <p>i) Rules for Rounding off Numerical Values: While evaluating the quantitative credentials of the Bidder, the decimal values shall be rounded off to the next higher digit e.g. a figure of say 14.1 shall be rounded off to 15 for evaluation purpose.</p> <p>j) Documentary Evidence / Client Certificates:</p> <p>(i) The Bidder shall also submit Documentary evidence / Client's Certificates in support of the Bidder's claim of the Experience (General and Specific) Form EXP 1 & 2 in respect of each contract as included in Section 3, Bid Forms. In case of the works / financial situations involving foreign currencies, the same shall be converted to USD by first converting it to Japanese Yen and then to USD by applying the foreign exchange rate as specified in Section 2: Evaluation and Qualification Criteria</p> <p>(ii) The Bidder shall submit Client's Certificate from the Specialist Manufacturer in support of the Bidder's claim of the Experience in respect of Form EXP 3.</p>
ITB 18.1	The bid validity period shall be 180 days.



ITB 18.3 a	Not Applicable
ITB 18.3 b	Not Applicable
ITB 19.1	<p>Bid Security: US\$ 1,020,000 (one million and twenty thousand USD only) or equivalent in Indian Rupee using the Reserve Bank of India Reference Rate as on 16th Feb 2018</p> <p>In case the RBI Reference Rate as on the specified date is not available, the RBI Reference Rate available as on the next working day shall be considered.</p>
ITB 19.2	Replace the words "Section IV" with "Sections 3: Bid Forms".
ITB 19.2 d	None
ITB 19.4	This Sub-Clause shall be deleted entirely
ITB 19.7	<p>Replace ITB 19.7 with the following:</p> <p>"The bid security of JV / Consortium/Association shall be a single instrument by a Nationalised or Scheduled Bank in India and shall be in the name of JV / Consortium/Association that submits the Bid or from the Lead Partner as named in the JV / Consortium/Association Agreement submitted along with the Bid in accordance with ITB 11.4."</p> <p>Beneficiary of the Bid Security shall be "Dedicated Freight Corridor Corporation of India Ltd."</p>
ITB 20.1	<p>No. of copies:</p> <p>Technical Bid: One original and two (2) copies plus three soft copies on CD</p> <p>Price Bid: One original and two copies</p> <p>Replace the words; "In the event of any discrepancy between the original and the copies, the original shall prevail." by the words "In the event of any discrepancy between the original, the copies and the documents on the CD, the original shall prevail."</p>
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of : Power of Attorney for the person signing the bid certified by notary public.</p> <p>Supplement ITB 20.2 with the following:</p> <p>All the pages of the Bid shall be initialed by the Authorized Signatory, stamped, serially numbered, indexed and bound.</p> <p>All the documents pertaining to the information and experience, as claimed by the Bidder, shall also be signed by the Authorized signatory of the respective Partners/Specialist Manufacturer to whom the information and claimed experience actually belongs to.</p>
ITB 20.5	<p>Add ITB 20.5 as follows:</p> <p>All the pages of the Bid Documents including Addendum and / or Corrigendum shall be returned duly signed and stamped by the Authorized Signatory, certifying</p>



	<p>their acceptance by the Bidder. It is expected that Bidder would keep a copy of the same (hard and soft) for future reference.</p>
<p>D. Submission and Opening of Bids</p>	
ITB 21.1	<p>Replace ITB 21.1 with the following: The Bidder shall seal the original and each copy of the Technical and Price Bid in separate envelopes or parcel wrappings duly marking each outer and inner envelope wrapping as “ORIGINAL” and “FIRST COPY” and “SECOND COPY”, as appropriate.</p> <p>The Bidders’ name or address and other means of identifying the Bidder shall appear on the outer envelope or parcel wrapping.</p>
ITB 21.2	<p>Replace ITB 21.2 with the following: “All outer envelopes or parcel wrappings shall (a) be addressed to the Employer (during the Bidding Process only) at the following address:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="text-align: center;">Dedicated Freight Corridor Project (Western Corridor Phase 1 & Phase 2) Package - PE P-6: Plant and Equipment Works</p> <p>Attention: Mr. Praveen Kumar</p> <p>Floor/Room number: Room No. 505, 5th Floor, Pragati Maidan, Metro Station Building Complex, City: New Delhi PIN Code: 110001,</p> <p>Country: INDIA</p> </div> <p>and (b) bear the following identification:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="text-align: center;">Dedicated Freight Corridor Project (Western Corridor Phase 1 & Phase 2) Package - PE P-6: Plant and Equipment Works</p> <p style="text-align: center;">*(1) ORIGINAL</p> <p style="text-align: center;">*(2) VOLUME ___ OF ___</p> <p style="text-align: center;">DO NOT OPEN BEFORE *(3)</p> </div> <p>*(1) Insert “ORIGINAL”, “FIRST” or “SECOND” as appropriate *(2) Insert Volume No. and Total number of Volumes as appropriate *(3) Insert the latest time and date of Bid Opening stated in the Invitation to Bid</p> <p>Separate inner envelopes (or wrapping) shall be provided for each of the Technical and Price Bids bearing the following identification:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p style="text-align: center;">Dedicated Freight Corridor Project (Western Corridor Phase 1 & Phase 2) Package - PE P-6: Plant and Equipment Works</p> <p style="text-align: center;">*(1) GROUP I DOCUMENTS</p> <p style="text-align: center;">*(2) ORIGINAL</p> <p style="text-align: center;">*(3) VOLUME ___ OF ___</p> <p>*(4) FROM: _____ ADDRESS: _____</p> </div>



	<p>*(1) Insert "GROUP I DOCUMENTS" as appropriate by reference to Clause 11.2. Those documents shall comprise of A to D of Bid Forms in Section 3. *(2) Insert "ORIGINAL", "FIRST" or "SECOND" as appropriate each with one soft copy on CD. *(3) Insert Volume No. and Total number of Volumes as appropriate *(4) Insert the Bidders Name and Address</p> <p>Separate inner envelopes (or wrapping) shall be provided for each of the following and each bearing the following identification:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: fit-content;"> <p style="text-align: center;">Dedicated Freight Corridor Project (Western Corridor Phase 1 & Phase 2) Package - PE P-6: Plant and Equipment Works</p> <p style="text-align: center;">*(1) GROUP II DOCUMENTS</p> <p style="text-align: center;">*(2) ORIGINAL</p> <p style="text-align: center;">*(3) VOLUME ___ OF ___</p> <p style="text-align: center;">*(4) FROM: _____ ADDRESS: _____</p> </div> <p>*(1) Insert "GROUP II DOCUMENTS" as appropriate by reference to Clause 11.3. Those documents shall comprise of Financial Submissions in Section 6. *(2) Insert "ORIGINAL", "FIRST" or "SECOND" as appropriate *(3) Insert Volume No. and Total number of Volumes as appropriate *(4) Insert the Bidders Name and Address.</p>
ITB 22.1	The deadline for bid submission is: 2 nd March 2018 1400 hrs.
ITB 25.1	2 nd March 2018 1500 hrs.
E. Evaluation and Comparison of Bids	
ITB 30.3	Replace the words "Section VI, Works Requirements" with "Volume II – Section 8 and 9.
ITB 31.3	Delete the last sentence of ITB 31.3 viz. "The adjustment shall be made using the method indicated in Section 2, Evaluation and Qualification Criteria"
ITB 32.1	Replace Section III with Section 2 and supplement the clause with the following "including in respect of not more than two specialist manufacturers for each of the key machines"
ITB 34.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Japanese Yen. The source of exchange rate shall be as per Reserve Bank of India reference rate The date for exchange rate shall be as on twenty eight (28) days before the latest formally required date of Bid submission. In case the RBI Reference Rate as on the specified date is not available, the RBI Reference Rate available on the next



	<p>working day shall be considered.</p> <p>The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is payable to the single currency identified above at the Reference Rates established for similar transactions by the authority specified and on the date stipulated above.</p> <p>The conversion factors, derived from RBI announced Reference Rates for converting various currencies of Bid to Japanese Yen with values upto 4 figures after decimal shall be used.</p>
ITB 35.2	<p>Delete Sub Clause 35.2(a) and replace it with the following:</p> <p>“the Bid price as mentioned under item no-(c) of Letter of Price bid, appended in Section-6 (Financial submission).” Replace the “Section III” with “Section 2” in ITB 35.2 (f)</p>
ITB 35.4	<p>Replace “Section III” with “Section 2”.</p>
ITB 35.5	<p>Replace the words “Bill of Quantities” with “Schedules”.</p>
<p>F. Award of Contract</p>	
ITB 38.1	<p>Supplement this Sub-Clause with the following: “The Employer’s evaluation and recommendation shall be subject to the concurrence of JICA.”</p>
ITB 39.1	<p>Replace ITB 39.1 with the following:</p> <p>“Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been provisionally accepted. The provisional notification letter, hereafter referred to as ‘Provisional Letter of Acceptance’, shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein during the defect notification period as prescribed by the Contractor. The issue of provisional acceptance shall be without any liability on the Employer unless the Contract is signed between the Employer and the Contractor and the same is concurred by JICA as described below.”</p>
ITB 39.2	<p>Replace ITB 39.2 with the following:</p> <p>“Until a formal contract is prepared and executed, the Provisional Letter of Acceptance shall constitute a binding Contract.</p> <p>The Contract Agreement entered into between the Employer and the Contractor shall become effective upon the date that the Employer has received relevant concurrence from JICA.</p> <p>Upon the Contract Agreement becoming effective, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful, informing in writing the grounds on which its bid was not selected and their Bid Security will be returned promptly”.</p>
ITB 39.3	<p>Delete the sub-clause ITB 39.3.</p>



<p>ITB 40.1</p>	<p>Replace the sub-clause ITB 40.1 with the following:</p> <p>“The Contract Agreement shall be made in accordance with Sub-Clause 1.6 of Particular Conditions in Section 5: Conditions of Contract. The signing of the Contract Agreement shall occur only after the Bidder has provided a Performance Security complying with the requirements of the ITB Clauses 41. In case more than one Specialist Manufacturer are qualified during evaluation for Key Machines, the Contractor shall finalize only one amongst the qualified Specialist Manufacturer before signing of the Contract Agreement.</p> <p>After signing the Contract Agreement, the Employer shall submit it to JICA for concurrence. The signed Contract Agreement shall therefore be conditional and subject to the Employer receiving the concurrence of JICA. In the event that JICA refuse to give their concurrence, the signed Contract Agreement shall be cancelled.</p> <p>Pursuant to receipt of JICA’s concurrence to sign the Contract Agreement, the following information may be made public by JICA.</p> <p>(i) names of all Bidders; (ii) their bid prices; (iii) name and address of successful Bidder concerning the award of contract; (iv) name and address of supplier; and (v) award date and amount of the contract.”</p>
<p>ITB 40.2</p>	<p>Replace the ITB 40.2 with the following</p> <p>“Contract Agreement shall be signed by the Parties within 28 days of Performance security being furnished by the successful Bidder. In case, the successful Bidder is not able to sign and return the Contract Agreement at least 10 days prior to the expiry of aforesaid period, successful Bidder shall inform the Employer and request for suitable extension to the aforesaid period for signing the Contract Agreement explaining the reason thereof. The modified period for signing the Contract Agreement by the Parties shall be communicated to the successful Bidder in writing.</p> <p>All the pages (usually three or four in total) of Contract Agreement as appended in/forming a part of Part-1: General (to be executed on Non-Judicial Stamp Paper) of Contract Agreement shall be signed by Authorized representative of Lowest Evaluated (successful) Bidder’s Consortium/JV and Authorized representatives of all the Constituent members of Lowest Evaluated (successful) Bidder’s Consortium/JV”</p>
<p>ITB 41.1</p>	<p>Replace the words “Section IX, Annex to the Particular Conditions” with “Section 7, Contract Forms”.</p>



Section 2: EVALUATION AND QUALIFICATION CRITERIA

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BID EVALUATION PROCEDURE AND CRITERIA

A. GENERAL PROVISIONS

A.1 Evaluation Sequence

- a) Bids will be evaluated through the following five stages:
 - i) Stage 1: Evaluation of Administrative Requirements
 - ii) Stage 2: Evaluation of Compliance and Responsiveness
 - iii) Stage 3: Evaluation of Compliance with the Qualification Requirements
 - iv) Stage 4: Technical Evaluation
 - v) Stage 5: Financial Evaluation

A.2 Clarification of Bids

- a) The Employer may request clarification of any Bid in accordance with the provisions of the Bid Documents (Volume I, Section 1: Instructions to Bidders, ITB 27).
- b) If clarification is required, the Employer will send written (or faxed) requests to the official local representative of the Bidder concerned for clarification, specifying the deadline for receipt of reply. Replies will generally be required within a maximum of seven (7) days.
- c) Answers to the above requests shall be solely to clarify and/or elaborate the items already included in the submitted Bids for the purpose of evaluation. Answers shall not change the price or substance of the Bids. Any information or documents provided in the answers that are deemed as constituting a change to the price or substance will not be considered by the Employer and may provide grounds for rejection of Bid.

A.3 Employer's Rights

- a) Further to the provisions of Instructions to Bidders, Clause 31:
 - i) The Employer further reserves the right to accept or reject any variation, deviation or discount. Variations, deviations or other factors which are in excess of the requirements of the Bid Documents or otherwise result in the accrual of unsolicited benefits to the Employer will not be taken into account in Bid evaluation, and
 - ii) The Employer reserves the right to waive minor deviations if, in the opinion of the Employer they do not materially affect the capability of a Contractor to perform the Contract satisfactorily.
- b) The above factors shall be taken into account in determining the meaning of "substantial" within the context of the JICA Guidelines and this Bid Evaluation Procedure.
- c) In overall bid evaluation for Plant and Equipment Works Package PE P-6, the following main categories of the Bid will be examined to confirm compliance with the Employer's Requirement on a Pass / Fail basis. Following weightages will be considered in the rating:
 - i) General Execution Scheme for the Work 20%
 - ii) Organization Charts including Service Organization and Manning Schedule 20%
 - iii) Proposed Key Personnel 10%



iv) Technical Particulars of the Plant and Equipment

50%

A.4 Bid Forms:

- a) Bidders should note that the information required to be inserted into the Bid Forms shall be comprehensive and detailed. As the Bid will form part of the Contract, any future use of the data forming part of the Bid shall be subject to the Employer's and Engineer's future review, acceptance or correction during the execution of the Contract as and when any such data may be used for the purposes of the Contract.
- b) Evaluation will be undertaken by the Employer with the assistance of the Consultant based upon the information submitted by the Bidders in response to the requirements of the Bid Documents.
- c) All Forms contained in the Bid Documents must be fully and properly completed and all must be returned, as they will be reviewed exactly as submitted and errors or omissions will be counted against the Bidder.
- d) Any Bidder who is found to have intentionally submitted false or inaccurate statements/information shall be disqualified from the Bid process, and may also be disqualified from future projects of the Employer.



1.00 STAGE 1: EVALUATION OF ADMINISTRATIVE REQUIREMENTS

1.1 Generally

- a) The Stage 1 Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the administrative requirements of the Bid Documents.
- b) The following Administrative Items will be checked:
 - i) Evidence of payment for 'cost of bidding documents'
 - ii) The power of attorney for the Bid signatory(s) is in the correct form and properly notarised
 - iii) All Bid Forms have been stamped
 - iv) All pages of Bid are initialled and numbered
 - v) All pages of the Bid are signed by the Specialist Manufacture(s) where applicable
 - vi) All pages are returned
 - vii) All insertions are provided
 - viii) Any alterations are initialled
 - ix) The required number of copies of the Bid have been submitted
 - x) All copies are correct

1.2 Result of Evaluation

- a) Subject to the requirements of Clause A.3 of these Bid Evaluation Procedures, any deficiency found in the evaluation of the above items shall be clarified by the Employer and corrected by the Bidder in accordance with Clause A.3 of these Procedures. No material alteration shall be made to the Bid in rectifying the deficiency.
- b) In case the Bidder does not respond in an acceptable manner to the request for Clarification, the Bid will be considered as not substantially responsive, will be rejected at this Stage and will not be subjected to any further evaluation.
- c) All Bids which have passed this Stage of the Evaluation will proceed to the next Stage.



2.00 STAGE 2: EVALUATION OF COMPLIANCE AND RESPONSIVENESS

2.1 Generally

- a) The Stage 2 Evaluation will consist of checking the Bids to confirm whether they are substantially responsive to the requirements of the Bid Documents.
- b) This Stage of the evaluation shall be on a “Pass” or “Fail” basis. Each of the items listed below will be checked and if any item is evaluated to “Fail” then the entire Bid will be failed under this Stage of the evaluation.
- c) A “substantially responsive” Bid is one which conforms to ITB 30.2. If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- d) The following items will be checked:
 - i) The Bid Security is in the correct form, of the required amount and validity period, issued by a reputable bank and properly signed
 - ii) The Bidder and/or JV Information Sheets (Forms ELI-1.1 & 1.2 and Form MAN from each Specialist Manufacturer for willingness to associate with JV/Association/Consortium are in the correct form, signatures and powers of attorney are acceptable and properly notarised.
 - iii) All other Bid Forms have not been altered and are all signed.
 - iv) All relevant Addenda have been complied with
 - v) One Bid per Bidder

2.2 Result of Evaluation

- a) Subject to Clause A.3 of these Bid Evaluation Procedures, any Bid that is evaluated to “Fail” on any one of the requirements of the above items will be considered as not substantially responsive, will be rejected at this Stage and will not be subjected to any further evaluation.
- b) All Bids which have passed this Stage of the Evaluation will proceed to the next Stage.



3.00 STAGE 3: EVALUATION OF COMPLIANCE WITH THE QUALIFICATION REQUIREMENTS

3.1 Generally

- a) Bids which have passed the Stage 1 and Stage 2 Evaluations will be reviewed to ascertain whether the Bid continues to comply with all of the Minimum Requirements as stipulated hereunder.
- b) Evaluation of each item will be made on a Pass or Fail Basis.
- c) If, following this Stage 3 review, a Bidder has failed to comply with any item, the Bid will fail the Evaluation at this Stage.

3.2 Check Items

- (a) Eligibility:
 - (i) Form ELI-1.1 – Bidder Information Form
Form ELI-1.2 – Bidder Partner/Specialist Manufacturer Information Form
 - (ii) No Conflict of Interest
 - (iii) JICA Ineligibility
 - (iv) No Banning of Business by Ministry of Railways
- (b) Historical Contract Non-Performance:
 - (i) Form CON – Historical Contract Non-Performance
 - (ii) Form CON – Pending Litigation/Arbitration
- (c) Financial Situation:
 - (i) Form FIN-1 – Financial Situation
 - (ii) Form FIN-2 – Average Annual Turnover
 - (iii) Form FIN-3&4 – Financial Resources

Compliance with Guidelines for Procurement under Japanese ODA Loans

 - (iv) Form ACK – Acknowledgement of Compliance with Guideline for Procurement under Japanese ODA Loans
- (d) JV Requirements
 - (i) Lead Partner to be from Japan
 - (ii) Lead Partner to have maximum Financial Stake
 - (iii) Joint and Several Liability
 - (iv) Share of Work of Japanese Partners to be > 50%
 - (v) Joint Venture / Consortium/Association Agreement
- (e) Experience
 - (i) Form EXP 1 – General Experience in Engineering and Construction and/or Procurement Contracts
 - (ii) Form EXP 2 – Specific Experience in Engineering and Construction and/or Procurement Contracts
 - (iii) Form EXP 3 – Specific Experience in Manufacture & Supply of Key Machines

– Summarised Information in respect of each of the Key Machines and proposed Specialist Manufacturer(s) for which the experience is claimed.



Factor	3.2 (a) Eligibility					
	Sub-Factor	Requirement	Criteria			Documentation Required
			Single Entity	Bidder		
				Joint Venture/Consortium/Association		
All partners combined	Each partner	At least one partner				
3.2 (a) (i) Nationality	Nationality in accordance with ITB 4.2	Must meet requirement	N/A	Must meet requirement	N / A	Forms ELI –1.1 and 1.2 with attachments
3.2 (a) (ii) Conflict of Interest	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	N/A	Must meet requirement	N / A	Letter of Technical Bid
3.2 (a) (iii) JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.4 and ITB 3	Must meet requirement	N/A	Must meet requirement	N / A	Letter of Technical Bid
3.2 (a) (iv) Banning of Business with MOR	Not having been banned for business with Ministry of Railways along with any of its attached and subordinate offices. Source: indianrailways.gov.in/railway board	Must meet requirement	N/A	Must meet requirement	N / A	Letter of Technical Bid



Factor	3.2 (b) Historical Contract Non-Performance					Documentation Required
Sub-Factor	Requirement	Criteria				
		Single Entity	Bidder (including Specialist /Other Manufacturer)			
			Joint Venture /Consortium/Association			
			All partners combined	Each partner	At least one partner	
3.2 (b) (i) History of non-performing contracts	Non-performance of a contract did not occur within the last two (2) years prior to the deadline for Bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	Must meet requirement by itself or as partner to past or existing JV / Association	N / A	Must meet requirement by itself or as partner to past or existing JV / Association	N / A	Form CON
3.2 (b) (ii) Pending Litigation (including Arbitration)	All pending litigation (including Arbitration) shall in total not represent more than fifty percent (50%) of the Bidder's net worth of the latest year and shall be treated as resolved against the Bidder.	Must meet requirement by itself or as partner to past or existing JV / Association	N / A	Must meet requirement by itself or as partner to past or existing JV / Association	N / A	Form CON



Factor	3.2 (c) Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			Joint Venture/ Consortium/Association			
			All partners combined	Each partner	At least One Partner	
3.2 (c) (i) Historical Financial Performance	Submission of audited balance sheets or if not required by the law of the bidder's country, other financial statements acceptable to the Employer, for the last five (5) years to demonstrate the current soundness of the bidder's financial position and its prospective long-term profitability. As the minimum requirement, a Bidder's net worth calculated as the difference between total assets and total liabilities should be positive for total of last five (5) years. (Note that the total liabilities include Long-Term and Short-Term Liabilities)	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN –1 with attachments
3.2 (c) (ii) Average Annual Turnover	Minimum Average Annual Turnover of 66 million USD ¹ , calculated as total certified payments received for contracts in progress or completed, within the last five (5) years	Must meet requirement	Must meet requirement	Must meet twenty-five per cent (25%) of the requirement	Must meet forty per cent (40%) of the requirement	Form FIN –2



Factor	3.2 (c) Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture/ Consortium/Association			
All partners combined			Each partner	At least One Partner		
3.2 (c) (iii) Financial Resources	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet cash-flow requirement of 17 Million USD.	Must meet requirement	Must meet requirement	Must meet twenty-five per cent (25%) of the requirement	Must meet forty per cent (40%) of the requirement	Form FIN –3 & FIN -4
3.2 (c) (iv) JICA Guidelines	Bidder is to confirm compliance with JICA Guidelines for Procurement under Japanese ODA Loans.	Must meet requirement		Must meet requirement	N/A	Form ACK
Notes:	<ol style="list-style-type: none"> The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid. The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under: 1 USD = 113.19 JPY and 1 INR = 1.89 JPY The Bidder shall also attach the back up calculations in respect of each of the figures for Forms FIN-1, FIN-2 and FIN-3, duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by independent Public or Chartered Accountant. 					



Factor	3.2 (d) JV Requirements					
	Sub-Factor	Requirement	Criteria			Documentation Required
			Single Entity	Bidder		
				All partners combined	Each partner	
3.2 (d) (i) Identification of Lead Partner	Lead Partner shall be national of Japan or juridical persons incorporated and registered in Japan	Must Meet requirement	N/A	N/A	Must Meet requirement	JV/ Consortium/ Association Agreement / Form ELI 1.1 in case of Single Entity
3.2 (d) (ii) Lead Partner to have maximum financial stake	Japanese Lead Partner shall have maximum financial stake amongst the other partners.	N/A	N / A	N / A	Must meet requirement	JV/Consortium/ Association Agreement
3.2 (d) (iii) Joint & Several Liability for execution of the Contract	All Partners to be Jointly & Severally liable for execution of the Contract.	N/A	N / A	Must meet requirement	N / A	JV/Consortium/ Association Agreement
3.2 (d) (iv) Share of Partners in JV	Total Share of work of Japanese Partners to be > 50% of the Contract Price.	N/A	N / A	N/A	Lead Partner or all the Japanese Partners combined must meet requirement	JV/Consortium/ Association Agreement
3.2 (d) (v) JV / Consortium/ Association Agreement	All Partners to sign in JV / Consortium/ Association Agreement	N/A	N / A	Must meet requirement	N / A	JV / Consortium/ Association Agreement



Factor	3.2 (e) Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			All partners combined	Each partner	At least One Partner	
3.2 (e) (i) General Experience in engineering and construction and/or procurement Contracts	Experience under engineering and construction and/or procurement contracts in the role of contractor, management contractor ¹ , or subcontractor, for at least the last five (5) years prior to the application submission deadline, and with activity in at least nine (9) months in each year.	Must meet requirement	Must meet requirement (for any year, any partner to meet the requirement)	N/A	N/A	Form EXP - 1
3.2 (e) (ii) Specific Experience in engineering and construction and/or procurement Contracts	Experience exclusively in the role of prime contractor or partner in existing or past JV or subcontractor or management contractor in Contracts having aggregate share value of at least 120 million USD within the last ten (10) years (financial or calender) prior to the application submission deadline, that have been satisfactorily completed and received Taking-over Certificate for whole of the contract.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 2



Factor	3.2 (e) Experience						
	Sub-Factor	Requirement	Criteria			Documentation Required	
			Single Entity	Bidder			
				Joint Venture/ Consortium/Association			
			All partners combined	Each partner	At least One Partner		
3.2 (e) (iii) Specific Experience in Manufacture & Supply of Key Machines	Experience in design, manufacturing, supply and commissioning of the following Key Machines: 1) Manufacture & Supply of minimum 10 nos. of Continuous Tamping Machine with integrated dynamic stabilizer during last three (3) years (Calendar/Financial) (For 4.1 of Schedule 3 of Section 6) 2) Manufacture & Supply of minimum 10 nos. of Ballast Regulating Machine (with hopper) during last three (3) years (Calendar/Financial) (For 4.2 of Schedule 3 of Section 6) 3) Manufacture & Supply of minimum 05 nos. of Shoulder Ballast Cleaning Machine during last three (3) years (Calendar/Financial) (For 4.3 of Schedule 3 of Section 6)	Must meet requirements (can be a Specialist Manufacturer) - Do - - Do - - Do -	Must meet requirements (can be a Specialist Manufacturer) Do - - Do - - Do -			Form EXP – 3	



Factor	3.2 (e) Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			Joint Venture/ Consortium/Association			
			All partners combined	Each partner	At least One Partner	
	4) Manufacture & Supply of minimum 10 nos. of Points & Crossing Tamping Machine during last three (3) years(Calendar/Financial) (For 4.4 of Schedule 3 of Section 6)	Must meet requirements (can be a Specialist Manufacturer)-	Must meet requirements (can be a Specialist Manufacturer)-			
	5) Manufacture & Supply of minimum 10 nos. of Dynamic Stabilizer during last three (3) years (Calendar/Financial) (For 4.5 of Schedule 3 of Section 6)	Do –	Do –			
	6) Manufacture & Supply of minimum 10 nos. of Duomatic Two Sleepers Continuous Tamping Machine during last three (3) years (Calendar/Financial) (For 4.6 of Schedule 3 of Section 6)	- Do –	- Do –			
	7) Manufacture & Supply of minimum 05 nos. of Mobile Rail Grinding Machine during last three (3) years (Calendar/Financial) (For 4.7 of Schedule 3 of Section 6)	- Do –	- Do –			



Factor	3.2 (e) Experience					Documentation Required
Sub-Factor	Criteria				Requirement	
	Single Entity	Bidder				
		All partners combined	Each partner	At least One Partner		
	8) Manufacture & Supply of minimum 03 nos. of self-propelled Track cum OHE Measurement and Recording Car to any Electrified Section of any Railway during last five (5) years (Calendar/Financial) (For 4.8, 4.9 & 4.10 of Schedule 3 of Section 6)	Must meet requirements (can be a Specialist Manufacturer)	Must meet requirements (can be a Specialist Manufacturer)			
	9) Manufacture & Supply of minimum 03 nos. of self-propelled OHE Monitoring & Recording Car to any Electrified Section of any Railway during last five (5) years (Calendar/Financial). (For 4.9 of Schedule 3 of Section 6)	- Do -	- Do -			
	10) Manufacture & Supply of minimum 25 nos. of rail bound self-propelled 4/8-wheeler tower wagon for maintenance of OHE during last five (5) years (Calendar/Financial). (For 4.11, 4.12 & 4.13 of Schedule 3 of Section 6)	- Do -	- Do -			



Factor	3.2 (e) Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture/ Consortium/Association			
All partners combined			Each partner	At least One Partner		
	11) Manufacture & Supply of minimum 25 nos. of Rail cum Road vehicle for maintenance of OHE during last five (5) years (Calendar/Financial) (For 4.18 of Schedule 3 of Section 6) 12) Manufacture & Supply of minimum 10 nos. of Wheel Impact Load Detector (WILD) during last three (3) years (Calendar/Financial). (For 4.19 of Schedule 3 of Section 6) 13) Manufacture & Supply of minimum 10 nos. of Hot Axle & Hot Wheel (HAHW) Detector during last three (3) years (Calendar/Financial). (For 4.19 of Schedule 3 of Section 6) 14) Manufacture & Supply of minimum 3 nos. of OHE Rehabilitation/Renewal Equipment during last five (5) years (Calendar/Financial) (For 4.21 of Schedule 3 of Section 6)	Must meet requirements (can be a Specialist Manufacturer)	Must meet requirements (can be a Specialist Manufacturer)			
		- Do -	- Do -			
		- Do -	- Do -			
		- Do -	- Do -			



Notes:

1. A management contractor is a firm which takes on the role of contract management as a “general” contractor of sort could do. It does not normally perform directly the design, supply, installation, testing and commissioning work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.
2. A Specialist Manufacturer is an associate to the Bidder to design, manufacture, supply, test, commissioning and training of one or group of Key Machines forming part of the Plant & Equipment under procurement as per ITB 4.1(a)(i). The Bidder may propose not more than two (2) Specialist Manufacturer for each of the Key Machines. However, successful Bidder shall finalise one Specialist Manufacturer for each of the Key Machines among those who passes the Evaluation and Qualification Criteria Clause 3.2e(iii) before signing of the Contract.
3. For the purpose of accounting any financial or experience data, the Bidder shall compile the information either on calendar or financial year basis uniformly as per the accounting practices being followed in the country of Bidder.
4. The Key Machines, for which the above Specific Experience vide sl. No. 1 to 14 as above is applicable, are indicated in the bracket against each serial number
5. The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid.
The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
1 USD = 113.19 JPY and 1 INR = 1.89 JPY



3.3 Result of Evaluation

- a) Subject to Clause A.3 of these Bid Evaluation Procedures, any Bid that is evaluated to “Fail” on any one of the requirements of the above items will be considered as not substantially responsive, will be rejected at this Stage and will not be subjected to any further evaluation.
- b) All Bids which have passed this Stage of the Evaluation will proceed to the next Stage.



4.00 STAGE 4: TECHNICAL EVALUATION

4.1 Procedure for Technical Evaluation

- a) The Stage 4 Evaluation will consist of checking the technical aspects of the Bids to confirm whether they substantially conform to the requirements of the Bid Documents.
- b) This Stage shall be evaluated on an entire “Pass” or “Fail” basis.
- c) In order to determine whether the Bid substantially conforms to the technical requirements of the Bid Documents, each of the four (4) Technical Evaluation items listed below, will be checked and each will be evaluated on the basis of the criteria stated herein.
- d) This criterion is not a “merit points system” but simply a basis for determining an entire “Pass” or a “Fail” of this Stage of the Evaluation. To achieve a “Pass” of this stage, Bids must achieve a total score of at least 70 points at this stage.

Technical Evaluation Items		Relevant Forms	Available Points
1	General Execution Scheme of Works	I-B-1	20
2	Organization Charts including Service Organization and Manning Schedule	I-B-2	20
3	Proposed Key Personnel	PER-1 & PER-2	10
4	Technical Particulars of the Plant and Equipment	I-B-3	50
Total			100

4.2 Evaluation of General Execution Scheme of Works

- a) The evaluation of the General Execution Scheme proposed by the Bidder in the Bid Form I-B-1 as instructed in Section 3 of the Bid Documents, will be made according to the following Evaluation Sub-Items & points.

General Execution Scheme of Works		Points
1	Method Statement in respect of all Plant & Equipment specified	4
2	Sequencing of Works and coordination with Other Contractors	2
3	Project Quality Assurance Manual	3
4	Progress Control Plan	3
5	Standardization of Assembly, Sub-Assembly, Spare parts	3
6	Training of Staff in maintenance and operation of P&E	2
7	System of Contract Management between Bidder & Specialist Manufacturer(s) and among different Specialist Manufacturer(s)	3
Maximum Score		20

- b) The scored points will be awarded at the following percentages of the above points:



- i) Quality of presentation (max.20%)
- Not addressed or failed to answer question appropriately 0%
 - Less than meeting requirement; achievable; somewhat suitable; Less than acceptably presented; somewhat unorganised; somewhat integrated 10%
 - Meets requirement, achievable; suitable; acceptably presented; Organised; integrated 15%
 - Exceeds requirement; achievable; applies best practices; clearly And concisely presented; logically organised; well-integrated 20%
- ii) Quality of the content (max 80%)
- Not addressed or failed to answer question appropriately 0%
 - Less than meeting requirement; achievable; somewhat suitable; Less than acceptably presented; somewhat unorganised; somewhat integrated 40%
 - Meets requirement, achievable; suitable; acceptably presented; Organised; integrated 60%
 - Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well-integrated 80%
- iii) Calculation will be up to two decimal places. No interpolation of percentages will be applied

4.3 Evaluation of Organization Charts including Service Organization and Manning Schedule

- a) The evaluation of Organisation Charts including Service Organisation and Manning Schedule proposed by the Bidder in the Bid Form I-B-2 as instructed in Section 3 of the Bid Documents, will be made according to the following Evaluation Sub-Items and points:

Organization Charts and Manning Schedule		Points
1	Head Office Organizational Chart of all partners and Specialist Manufacturer(s) depicting the positions clearly with name and designation	8
2	Details of Structure of Service Organization as specified in Employer's Requirements	4
3	Details of Structure of Quality Organization as specified in Employer's Requirement	4
4	Manning Schedule covering the full contract period	4
Maximum Score		20

- b) The scored points will be awarded at the following percentages of the above points:

- i) Quality of presentation (max.20%)
- Not addressed or failed to answer question appropriately 0%
 - Less than meeting requirement; achievable; somewhat suitable; Less than acceptably presented; somewhat unorganised; somewhat integrated 10%
 - Meets requirement, achievable; suitable; acceptably presented; Organised; integrated 15%
 - Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised and well-integrated 20%



- ii) Quality of the content (max 80%)
- Not addressed or failed to answer question appropriately 0%
 - Less than meeting requirement; achievable; somewhat suitable; Less than acceptably presented; somewhat unorganised; somewhat integrated 40%
 - Meets requirement, achievable; suitable; acceptably presented; Organised; integrated 60%
 - Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised and well-integrated 80%
- iii) Calculation will be up to two decimal places. No interpolation of percentages will be applied

4.4 Evaluation of Key Personnel

- a) This part of the evaluation shall be of the Key Personnel proposed by the Bidder in the Bid Form I-B-2 as instructed in Section 3 of the Bid Documents. Evaluation will be according to the following Evaluation Sub-Items and points:

Proposed Key Personnel Sub-Item		Points
1	Total experience	5.0
2	Similar work experience	1.0
3	Similar position experience	1.0
4	Overall suitability of proposal	3.0
Maximum Score		10.0

- b) The scored points will be awarded at the following percentages of the above points:

- i) Quality of presentation (max 20%):
- Not addressed or failed to answer question appropriately :0%
 - Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :10%
 - Meets requirement; achievable; suitable; acceptably presented; organised; integrated :15%
 - Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well-integrated :20%
- ii) Quality of the content (max 80%):
- Not addressed or failed to answer question appropriately :0%
 - Less than meeting requirements; achievable; somewhat suitable; less than acceptably presented; somewhat unorganised; somewhat integrated :40%
 - Meets requirement; achievable; suitable; acceptably presented; organised; integrated :60%
 - Exceeds requirement; achievable; applies best practices; clearly and concisely presented; logically organised; well-integrated :80%

- iii) Calculation will be up to two decimal places. No interpolation of percentages will be applied.



4.5 Evaluation of Technical Particulars of the Plant and Equipment

- a) The evaluation of the Particulars of the Plant and Equipment proposed by the Bidder in the Bid Form I-B-3 as instructed in Section 3 of the Bid Documents, will be made according to the following Evaluation Sub-Items and points. In case, there are more than one Specialist or Other Manufacturer, the Bidder shall submit information of each of them for purpose of evaluation.

Particulars of the Plant and Equipment		Points
1	Clause wise compliance of Employer's Requirements – General Specifications & Particular Technical Specifications, as specified in this Form giving reference page of his Technical Bid submittal.	20
2	Technical Information for all the P&E as specified in this Form	30
Maximum Score		50.0

- b) The scored points will be awarded at the following percentages of the above points:

i) Quality of presentation (max.20%)

- Not addressed or failed to answer question appropriately 0%
- Less than meeting requirement; achievable; somewhat suitable; Less than acceptably presented; somewhat unorganised; somewhat integrated 10%
- Meets requirement, achievable; suitable; acceptably presented; Organised; integrated 20%

ii) Quality of the content (max 80%)

- Not addressed or failed to answer question appropriately 0%
- Meets requirement, achievable; suitable; acceptably presented; Organised; integrated 80%

iii) Calculation will be up to two decimal places. No interpolation of percentages will be applied.

4.6 Result of Evaluation

- a) Subject to Clause A.3 of these Bid Evaluation Procedures, any Bid that is evaluated to "Fail" on any one of the requirements of the above items will be considered as not substantially responsive, will be rejected at this Stage and will not be subjected to any further evaluation.
- b) All Bids which have passed this Stage of the Evaluation will be deemed to be qualified for execution of the Works and their Bid submission will proceed for evaluation at the next Stage.



5.00 STAGE 5: FINANCIAL EVALUATION
5.1 General

The activities in this Stage will be in 2 parts.

5.2 Part 1 - Evaluation of Compliance and Responsiveness

- a) Under this Stage the following items will be checked:
- i) The Bid Form (Letter of Price Bid) is compliant, i.e. it does not include any alteration to the basic terms and does not constitute an alternative offer.
 - ii) None of the Forms and Price Schedules has been altered and all are correctly completed and signed.
 - iii) All Forms and Price Schedules are complete and have been submitted for the whole of the Works.
 - iv) One Bid per Bidder.

5.3 Part 2 – Detailed Financial Evaluation

- a) After passing the above requirements the Bid will then proceed for final evaluation for which the following items will be checked:
- i) Arithmetic Checking and Correction
 - ii) Conversion to a Single Currency and Comparison
 - iii) Check of an Unbalanced Bid
 - iv) Other Financial Aspects
 - v) To account for any discount specified vide item (d) of Letter of Price Bid Section 6 Financial Submission
- b) In principle, the lowest priced Bidder resulting from 5.3 (a) above will be selected for award of Contract, subject to compliance (as necessary) with 5.3(a) (iii) in accordance with the requirements of the following clauses.

5.4 Arithmetical Checking and Correction

- a) The Bid will be checked for any arithmetical errors.
- b) Where there is a discrepancy between an amount in figures and in words, the amount in words shall govern and shall be binding on the Bidder.
- c) The amount stated in the Bid Form will be adjusted by the Employer in accordance with the foregoing procedure for the correction of errors and shall be binding upon the Bidder.

5.5 Conversion to a single currency and comparison

- a) Following arithmetic correction (if any), for the purpose of final Bid comparison by the Employer, the Employer will convert the correct total amount of all the currencies of the bid price to a single currency in Japanese Yen and prepare a comparison table, ranking the Bidders in terms of price.
- b) The exchange rate to be used for the conversion shall be the official Reference Rate published by Reserve Bank of India, twenty-eight (28) days before the latest formally required date of Bid submission.



5.6 Check of an Unbalanced Bid

- a) If the Bid of the successful Bidder is seriously unbalanced or different comparing with the Employer's cost estimate, the Employer may require the Bidder to provide clarification, including detailed price analysis, for any or all items of the Price Schedule to demonstrate the consistency with documentary evidence of the prevailing or last contractual rates the Specialist Manufacturer or the Bidder has adopted, for the similar machine offered in the submittal to Railways/Metro/Infrastructure Project in India.
- b) After evaluation of the Bidder's clarification, the Employer may choose to reject the Bid and return the Bid Security or,
- c) Alternatively, the Employer may require that the amount of the Performance Security be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

5.7 Review of Other Financial Aspects

A basic review will be undertaken on the following aspects to confirm whether they are generally reasonable according to the requirements of the Bid Documents:

- i) Anticipated Cash Flow for the Works provided by the Bidder with Schedule 5 of Section 6 (Financial submissions):
Too much up-front cash flow will be subject to clarification.
- ii) Review of the foreign and local currency portions of the lowest Bid:
Unbalanced Bid price will be subject to the measures described in Clause 5.6 above.



6.00 STAGE 6: AWARD OF CONTRACT

6.1 Contract Negotiation

- a) In accordance with JICA Guidelines, no change shall be made to the substance of the Bid
- b) Discussion may also include a review of the formula for price adjustment of the Foreign Currency Portion only if the Employer considers that the formula stated in the Contract is not applicable to the general range of Plant and materials contained in the Bid of the selected Contractor.
- c) The discussion will be held on a formal basis and upon conclusion a written Negotiation Agreement shall be prepared and signed. This shall form a part of the Contract Documents.

6.2 Acceptance of Bid

- a) The process of Bid acceptance will continue in accordance with para 'F - Award of Contract' of Section I (Instructions to Bidders).



SECTION 3: BID FORMS

- A. Qualification Requirements
- B. Bid Requirements
- C. Technical Proposal
- D. Checklist of Submission of Documents for Technical Bid



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A. Qualification Requirements



Form ELI -1.1: Bidder Information Form

Date: [insert day, month, year]

Reference ID No.: [insert number, if any]

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

Bidder's legal name [insert full legal name]
In case of Joint Venture (JV)/ Consortium, legal name of each partner: [insert full legal name of each partner in JV/ Consortium]
Bidder's actual or intended country of constitution: [indicate country of Constitution]
Bidder's actual or intended year of constitution: [indicate year of Constitution]
Bidder's legal address in country of constitution: [insert street/ number/ town or city/ country]
Bidder's authorized representative information Name: [insert full legal name] Address: [insert street/ number/ town or city/ country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [indicate E-mail address]
Attached are copies of original documents of <input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm or JV/ Consortium named in above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In case of JV/Consortium, a firm JV/ Consortium agreement *1, in accordance with ITB 4.1 (BDS) & ITB 11.2(g)(BDS). <input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITB 4.5. Note *1; A firm Agreement among the JV / Consortium Partners is required to be submitted in Original defining the Scope of Work of each of the JV / Consortium Partner, % share in the JV / Consortium, joint & several responsibilities by all the JV / Consortium Partners as per the format provided in Section 3: Bid Forms, Volume I.

Authorized Signatory

For and on behalf of the Bidder

Date: _____



Form ELI -1.2: Bidder Partner/Specialist Manufacturer Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Bidder is a JV) as well as any Specialist Manufacturer proposed to be used by the Bidder for any part of the contract.]

Date: [insert day, month, year]

Reference ICB No.: [insert number, if any]

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

Bidder/JV/Consortium/Association's legal name: [insert full legal name]
Bidder Partner's/Specialist Manufacturer's legal name: [insert full legal name of Bidder partners]
Bidder Partner's/Specialist Manufacturer's country of registration: [indicate country of registration]
Bidder Partner's/Specialist Manufacturer's year of constitution: [indicate year of constitution]
Bidder Partner's/Specialist Manufacturer's legal address in country of constitution: [insert street/ number/ town or city/ country]
Bidder Partner's/Specialist Manufacturer's Authorized Signatory information Name: [insert full legal name] Address: [insert street/ number/ town or city/ country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [indicate E-mail address]
Attached are copies of the following original documents. <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Authorized Signatory

For and on behalf of the Bidder

Date: _____



Form MAN: Manufacturer's Authorization

[Each proposed Specialist/Other Manufacturer shall require to fill this form. This letter of authorization should be signed by the Authorized Representative/Authorized Signatory of Specialist/Other Manufacturer and is binding on the Bidder and Specialist/Other Manufacturer. This form shall be filled in respect of each Specialist/Other Manufacturer(s) from whom the P&E or Group of P&E are proposed to be sourced.

Date:

From:

To:

The Dedicated Freight Corridor Corporation India Ltd.,
4th Floor, Pragati Maidan Metro Station Building,
New Delhi – 110001, INDIA

Re: ----- [Insert name of work]

Ref: Your notice for Invitation for Bid (ICB No.)-----

1. We [insert complete name and Registered Office of Manufacturer], are Manufacturer of [insert Machine or Group of Machines reference Section of Employer's Requirement], having factories at [insert full address of the Manufacturer's factory or Factories from where the machine/machines will be manufactured and supplied], are willing to supply as Specialist/Other Manufacturer to the [insert complete name of Bidder] for the above mentioned project & hereby authorise the Bidder to submit a bid and to subsequently negotiate, sign & execute the Contract.
2. We have not been determined ineligible by JICA in accordance with ITB 4.4 or ITB 3 or Ministry of Railway in accordance with ITB 4.7.
3. We⁽¹⁾solemnly and unequivocally state that information contained in the Document/certification furnished in substantiation of Experience claimed by us in term of sub Clause 3.2(e) (iii) of Stage 3 (Evaluation of compliance with Qualification Requirements) of Section 2 (Evaluation and Qualification Criteria is correct and also attached with a certificate from client/employer. (Refer Note 1 below)
4. We hereby extend our full Warranty with respect to the Machines or Group of Machines offered by us.
5. We hereby also extend our full commitment and support for supply of spare parts and technical assistance as and when requested by the Employer on cost compensation basis for a minimum period of 15 years.
6. We have understood the content of all the Sections of Volume I, II and III of Bid Documents in full and take responsibility for satisfactory supply, commissioning, trial, training of the P&E as mentioned above and as per the Contract.

Yours faithfully,

(Signature)

(Name of Authorised Signatory*) _____

(Capacity of Signatory) _____

For and on behalf of the -----[Name the Specialist Manufacturer]

Seal of the Specialist Manufacturer

*To accompany Power of Attorney in respect of Authorised Signatory of the Specialist Manufacturer for appointment of a person as its attorney to do in his name and on his behalf, all such acts, deeds and things necessary in connection with or incidental to the Bid.

Note 1 – Not applicable and delete Clause 3 above for Other Manufacturer(s).



Form CON: Historical Contract Non-Performance

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture/Consortium/Association including Specialist/Other Manufacture]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Bidder's Party Legal Name: [insert full name]
 Reference ICB No.: [insert number, if any]
 Page [insert page number] of [insert total number] pages

1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance# did not occur during the last two (2) years specified in para 3.2(b) (i) of Stage 3 in Section 2: Evaluation and Qualification Criteria,			
<input type="checkbox"/> Contract(s) not performed during the last two (2) years specified in para 3.2 (b) (i) of Stage 3 in Section 2: Evaluation and Qualification Criteria, are as indicated below:			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

The contract non-performance means that the Contractor has not reneged on his contractual obligations against any contract during the last 2 years from the Bid Submission date.



2. Pending Litigation / Arbitration

Pending Litigation / Arbitration			
<input type="checkbox"/> No pending litigation/Arbitration in accordance with para 3.2 (b) (ii) of Stage 3 in Section 2: Evaluation and Qualification Criteria			
<input type="checkbox"/> Pending litigation/Arbitration in accordance with para 3.2 (b) (ii) of Stage 3 in Section 2, Evaluation and Qualification Criteria are as indicated below.			
Year	Outcome as Percentage of Net Worth	Contract Identification	Total Contract Amount (current value, US\$ equivalent)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute]	[insert amount]

Note:

The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid. The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
 1 USD = 113.19 JPY and 1 INR = 1.89 JPY

Authorized Signatory

For and on behalf of the Bidder

Date: _____



Form FIN – 1: Financial Situation

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture/Consortium/ Association]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Bidder's Party Legal Name: [insert full name]
 Reference ICB No.: [insert number, if any]
 Page [insert page number] of [insert total number] pages

1. Financial data

Historic Information for Latest five (5*) years, (US\$ Equivalent)				
Financial Year 1	Financial Year 2	Financial Year 3	Financial Year 4	Financial Year 5

Information from Balance Sheet

Total Assets (TA)					
Total Liabilities (TL)					
Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					

Information from Income Statement

Total Revenue (TR)					
Profits Before Taxes (PBT)					
Profits After Taxes (PAT)					

Notes:

- i. The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid. The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
 1 USD = 113.19 JPY and 1 INR = 1.89 JPY
- ii. The above Form FIN-1 Financial Situation shall be certified by the Independent Public or Chartered Accountant. The Bidder shall also attach the backup calculations in respect of each of the above figures duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by Independent Public or Chartered Accountant.
- iii. *5 financial years counted from the calendar year/financial year just prior to the calendar year/financial year of Bid opening.



2. Financial documents

The Bidder and its partners shall provide copies of the balance sheets and/or financial statements for the last five (5) years pursuant to para 3.2 (c) (i) of Stage 3 in Section 2: Evaluation and Qualification Criteria. The financial statements shall:

- (a) reflect the financial situation of the Bidder or partner to a JV/Consortium/Association, and not sister or parent companies.
 - (b) be audited by a certified accountant.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last five (5) calendar/financial years, as indicated above, and complying with the requirements.

Authorized Signatory

For and on behalf of the Bidder

Date: _____



Form FIN – 2: Average Annual Turnover

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture/Consortium/ Association]

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Bidder's Party Legal Name: [insert full name]
 Reference ICB No...: [insert number, if any]
 Page [insert page number] of [insert total number] pages

Annual Turnover Data (Latest Five Years)			
Financial Year#	Amount and Currency	Exchange Rate	US\$ Equivalent
Year 1	[insert amount and indicate currency]	[insert applicable exchange rate]	[insert amount in US\$ equiv.]
Year 2			
Year 3			
Year 4			
Year 5			
Average Annual Turnover *			

- * Average Annual Turnover calculated as total certified payments received for work in progress or completed, divided by the number of years and shall meet the requirement as specified in para 3.2 (c) (ii) of Stage 3 in Section 2: Evaluation and Qualification Criteria.
- * The above form FIN-2 shall be certified by an independent public or Chartered Accountant.
- # Calendar year or financial year as applicable.

Note:

1. The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid.
 The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
 1 USD = 113.19 JPY and 1 INR = 1.89 JPY
2. The above Form FIN-2 Average Turnover shall be certified by the Independent Public or Chartered Accountant. The Bidder shall also attach the backup calculations in respect of each of the above figures duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by Independent Public or Chartered Accountant.

 Authorized Signatory
 For and on behalf of the Bidder

Date: _____



Form FIN – 3: Financial Resources

[The following table shall be filled in for the Bidder and for each partner of a Joint Venture/Consortium/ Association]

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject contract or contracts as indicated in Section 2 (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

Bidders are to demonstrate their cash flow to verify the soundness and stability of their financial circumstances. The Bidders are required to demonstrate capacity to meet the initial cash flow requirements for a maximum period of six months and shall meet the requirement as specified in para 3.2 (c) (iii) of Stage 3 in Section 2: Evaluation and Qualification Criteria.

The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid. The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
 1 USD = 113.19 JPY and 1 INR = 1.89 JPY

The Bidder shall also attach the backup calculations in respect of each of the above figures duly referenced to the figures of Audited Financial Statements/Balance Sheets and certified by Independent Public or Chartered Accountant.

 Authorized Signatory
 For and on behalf of the Bidder
 Date -----



Form FIN – 4: Current Contract Commitments / Works in Progress

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

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid. The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
 1 USD = 113.19 JPY and 1 INR = 1.89 JPY

 Authorized Signatory

For and on behalf of the Bidder

Date:



Form ACK: Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans

- A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/Members of joint venture (“JV”)]* (hereinafter referred to as the “ Bidder”) to execute this Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that all information provided in the Bid submitted by the Bidder for *[insert Loan No and name of the Project]* is true, correct and accurate to the best of the Bidder’s and my knowledge and belief. I further certify, on behalf of the Bidder, that:
- (i) the Bid has been prepared and submitted in full compliance with the terms and conditions set forth in the Guidelines for Procurement under Japanese ODA Loans (hereinafter referred to as the “Guidelines”); and
 - (ii) the Bidder has not, directly or indirectly, taken any action which is or constitutes a corrupt, fraudulent, collusive, or coercive act or practice in violation of the Guidelines and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.

<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>

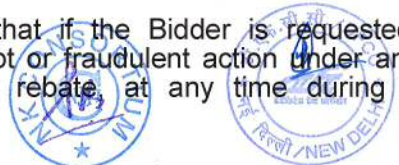
- B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the commencement of the advertisement for Prequalification

<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>

- (B') that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

name of the debarred firm	starting date of debarment	ending date of debarment	reason for debarment

- C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the Bidder, that if selected to undertake services in connection with the contract, the Bidder shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.
- E) I certify, on behalf of the Bidder, that the Bidder does not have any conflict of interest in terms of ITB 4.3
- F) I further certify, on behalf of the Bidder, that if the Bidder is requested, directly or indirectly, to engage in any corrupt or fraudulent action under any applicable law, such as the payment of a rebate, at any time during a



process of public procurement, negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

1. JICA Headquarters:
Japan International Cooperation Agency (JICA)
Nibancho Center Building 5-25,
Niban-cho, Chiyoda-ku, Tokyo 102-8012
Japan
Legal Affairs Division, General Affairs Department URL:
<https://www2.jica.go.jp/en/odainfo/index.php>
Tel: +81 (0)3 5226 8850
Fax +81 (0)3 5226 6393
2. JICA local Office in India
Japan International Cooperation Agency JICA India Office
16th Floor, Hindustan Times House,
18-20 Kasturba Gandhi Marg, New Delhi-110001, India
Tel: +91-11-4909-7000

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- G) The Bidder acknowledges and agrees that If any of the statements made herein or information provided in the Bidder's Tender (as defined under GC Sub Clause 1.1.1.8) is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer which may include Termination and any sanctions imposed by or actions taken by JICA.

Authorized Signatory

For and on behalf of the Bidder

Date: _____



Form Joint Venture / Consortium Agreement

[Ref Form ELI – 1.1]

[The Partners of the Joint Venture / Consortium/Association shall provide Joint Venture / Consortium/ Association Agreement for Joint Venture/Consortium/ Association Participation which includes at least the followings]

M/s _____ {Insert Name of Lead Partner} _____, having its registered office at _____ (hereinafter referred to as) is the Lead Partner of the Joint Venture and acting as the Authorized Representative of the Joint Venture on first part; and

M/s _____ {Insert Name of Partner} _____, having its registered office at _____ (hereinafter referred to as '_____') in the capacity of a Joint Partner of the Joint Venture on the other part.

M/s _____ {Insert Name of Partner} _____, having its registered office at _____ (hereinafter referred to as '_____') in the capacity of a Joint Partner of the Joint Venture on the other part.

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

WHEREAS:

The President of India acting through Executive Director, Electrical Engineering (Development), Ministry of Railways (MOR), Railway Board, Govt. of India [hereinafter referred to as "Employer"] has invited bids for _____ "[Insert name of Contract]"

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this JV Agreement.
 - i. Invitation for bid;
 - ii. Bid Documents issued by the Employer
 - iii. Any Addendum/Corrigendum to the Bid Documents issued by the Employer
 - iv. The Bid submitted on our behalf jointly by the Authorised Representative from the Lead Partner.
2. The 'Parties' have studied the Bid Documents and have agreed to participate in submitting a 'Bid' jointly.
3. Mr./Ms. _____, authorised Signatory of the Lead Partner and whose details are provided as under, shall be the Authorized Signatory of the Joint Venture (JV) / Consortium/ Association for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the Partners of JV/Consortium/ Association during the bidding process and in the event the JV / Consortium/Association is awarded the Contract, during Contract execution.

Name, Designation, Address, Tel/Fax no E Mail ID

4. We undertake that



- a) the Lead Partner of our JV/Consortium/Association -----(Name of the Lead Partner) shall have the maximum financial stake amongst the other partners of the JV/Consortium/Association.
- b) total share of the Japanese Partners in our JV / Consortium/Association shall be more than 50% of the total contract amount.
- c) The distribution of responsibilities in execution of Work and the percentage participation amongst various Partners of the JV / Consortium/Association for the subject work shall be as under:

Sl. No.	Name of the Partner	Role (Lead Partner/ Partner)	Distribution of Responsibilities in execution of the Work	% Participation

5. **JOINT AND SEVERAL RESPONSIBILITY**
 The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV / Consortium/Association.
 In case one Party fails or delays to perform its obligations either partially or totally, it shall be responsible for all the out comings concerned, and upon such conditions the other Parties shall be obliged to take measures to perform well all the obligations under the contract with the Employer.
6. **ASSIGNMENT AND THIRD PARTIES**
 The Parties shall cooperate throughout the entire period of this Joint Venture/Consortium/ Association Agreement on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Work except with prior written consent of the other Party.
7. **EXECUTIVE AUTHORITY**
 The said Joint Venture / Consortium/Association through its Authorized Signatory (as specified above) shall receive instructions, payments from the Employer. The management structure for the Work shall be prepared by mutual consultations to enable completion of the Work to quality requirements within permitted cost and time.
8. **GUARANTEES**
 Till the award of the work, all the Bank Guarantees to the Employer shall be furnished in the name of JV / Consortium/Association or by the Lead Partner on behalf of the Joint Venture/Consortium/Association which shall be legally binding on all the Partners of the Joint Venture / Consortium/Association.
9. **DOCUMENTS & CONFIDENTIALITY**
 Each Party shall maintain in confidence and not use for any purpose other than those related to the Project all commercial and technical information received or generated in the course of preparation and submission of the Bid.
10. **ARBITRATION**
 Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably between the Parties. If an amicable settlement cannot be reached as above, it will be settled by ----- [Bidder to specify]
11. **VALIDITY**
 This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.
 - a) The bid submitted by the Joint Venture / Consortium/Association is declared unsuccessful, or
 - b) Cancellation/ shelving of the Project by the Employer for any reasons prior to award of Work.



12. This Joint Venture/Consortium/Association Agreement shall be construed under the laws of India.

13. NOTICES

The names, addresses and fax numbers of Authorized Signatory of the other Partners of the Joint Venture / Consortium/Association to which notices may be given in writing by FAX confirmed by registered mail or commercial courier shall be as under:

- a) _____[Name], _____[Designation] _____[Address] _____[Ph. No., FAX No., E-mail ID
- b) _____[Name], _____[Designation] _____[Address] _____[Ph. No., FAX No., E-mail ID
- c) _____[Name], _____[Designation] _____[Address] _____[Ph. No., FAX No., E-mail ID]

14. Any Other Clause, the Bidder wish to include

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

Notes:

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



Form EXP – 1 General Experience in Engineering and Construction and/or Procurement Contracts

Refer to factor 3.2 (e) (i)

The following table shall be filled in for the Bidder and for each partner of a Joint Venture/Consortium/ Association

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Bidder's Party Legal Name: [insert full name]
 Reference ID No.: [insert number, if any]
 Page [insert page number] of [insert total number] pages

“Identify contracts that demonstrate continuous engineering and construction and/or procurement experience over the past five (5) years pursuant to para 3.2 (e) (i) of Stage 3 in Section 2: Evaluation and Qualification Criteria. List contracts chronologically, according to their commencement (starting) dates.”

General Experience in Contracts				
Sl. No.	Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
	[indicate month/ year]	[indicate month/ year]	Contract name ¹ : [insert full name] Brief description of the works performed by the Bidder: [describe Works performed briefly] Name of Employer: [indicate full name] Address of Employer: [indicate street/number/town or city/country] Value of the Contract: (Insert Value with currency)	[insert "Contractor" or "Sub-contractor" or "Management Contractor"]
1				
2				
3				

Notes:

1. Attach Documentary Evidence/client certificate in support of experience claimed in terms of ITB 17.1 (j) (i).
2. For the purpose of accounting any financial or experience data, the Bidder shall compile the information either on calendar or financial year basis uniformly as per the accounting practices being followed in the country of Bidder.
3. The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid.

The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
 1 USD = 113.19 JPY and 1 INR = 1.89 JPY

 Authorized Signatory

For and on behalf of the Bidder



Form EXP – 2

Specific Experience in Engineering and Construction and/or Procurement Contracts

Refer to factor 3.2 (e) (ii)

The following table shall be filled in for contracts performed by the Bidder and for each partner of a Joint Venture/Consortium/Association.

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Bidder's Party Legal Name: [insert full name]
 Reference ICB No.: [insert number, if any]
 Page [insert page number] of [insert total number] pages

Fill up one (1) form per contract.

Engineering, Construction and/or Procurement Contract of Similar Size and Nature			
Similar Contract No. [insert number] of [insert number of similar contracts required]	Information		
Contract Identification	[insert contract name, scope of work in brief and Reference ID number, if applicable]		
Award Date	[insert day, month, year, i.e., xx xxx, xxxx]		
Completion Date	[insert day, month, year, i.e., xx xxx, xxxx]		
Role in contract	Prime contractor, contractor as JV partner		
Total contract Amount	[insert total contract amount in US\$]		
If partner in a JV, specify participation in total contract amount ¹	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">[insert a percentage amount]</td> <td style="border: none;">[insert total contract amount in US\$]</td> </tr> </table>	[insert a percentage amount]	[insert total contract amount in US\$]
[insert a percentage amount]	[insert total contract amount in US\$]		
Employer's Name:	[insert full name]		
Address:	[indicate street / number / town or city / country]		
Telephone/Fax Number:	[insert telephone/fax numbers, including country and city area codes]		
E-mail:	[insert E-mail address, if available]		

Note:

1. Attach Documentary Evidence/client certificate in support of experience claimed in terms of ITB 17.1 (j) (i).
2. For the purpose of accounting any financial or experience data, the Bidder shall compile the information either on calendar or financial year basis uniformly as per the accounting practices being followed in the country of Bidder.
3. The foreign exchange rate for conversion of any currency to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 20th Nov. 2017 irrespective of due date for submission of the Bid. The TTS rates of Bank of Tokyo Mitsubishi UFJ (BTMU) as on 20th Nov. 2017 are as under:
 1 USD = 113.19 JPY and 1 INR = 1.89 JPY

 Authorized Signatory
 For and on behalf of the Bidder



Form EXP – 2 (Contd.)
Specific Experience in Engineering and Construction and/or Procurement Contracts

Summarized sheet of the Specific Experience from Form EXP -2

Sl. No.	Contract Identification	Award Date	Completion Date	Role in contract	Contract Value	Percentage Share in the contract	Share Value	
		Total (in figures)						
		Total (in words)						

 Authorized Signatory
 For and on behalf of the Bidder



Form EXP – 3 Specific Experience in Manufacture & Supply of Key Machines

Date: [insert day, month, year]
 Bidder's Legal Name: [insert full name]
 Bidder's Party Legal Name: [insert full name]
 Specialist Manufacturer's Legal Name (as per BDS (ITB 4.1 (a) (i)) [insert full name]#
 Propose ID No. of Specialist Manufacturer.: [insert proposed ID]
 Page [insert page number] of [insert total number] pages

Fill one (1) form per contract

1. Key Machine No. (1) _____: [insert brief description of the Machine and specifying its similarity with the Employer's Requirement Vol II Section 9]

Contract with Similar Key Machine	
Item	Information
Contract Identification	[insert contract name and number, if applicable]
Award Date	[insert day, month, year, i.e., xx xxx, xxxx]
Completion Date	[insert day, month, year, i.e., xx xxx, xxxx]
Total Quantity*(indicate year wise supply)	[Year of supply] [insert quantity of supply]
Employer's Name:	[insert full name]
Address:	[indicate street / number / town or city / country]
Telephone/Fax Number:	[insert telephone/fax numbers, including country and city area codes]
E-mail:	[insert E-mail address, if available]

§ Attach certificate from client in respect of year-wise supply and commissioning in term of ITB 17.1(j) (ii)
 # In case, the Prime Contractor or his Partner is also a Specialist Manufacturer for the Key Machine, insert its name here.

2. Key Machine No. (2) _____
3. Key Machine No. (3) _____
4. Key Machine No. (4) _____
5. Key Machine No. (5) _____ and so on

[Also, to be signed by respective Specialist Manufacturer of the Bidder]

(Signature)
 (Name of Authorised Signatory of Specialist Manufacturer) _____
 (Capacity of Signatory) _____
 For and on behalf of the -----[Name the Specialist Manufacturer]
 Seal of the Specialist Manufacturer



Form EXP – 3 (contd.)

Specific Experience in Manufacture & Supply of Key Machines
Summarised Information in respect of each of the above claimed experience:

Sl. No.	Description of the Key Machines in accordance with Sub-Factor 3.2 (e) (iii) of Section 2:	No of Years preceding the Bid Due Date*	Specialist Manufacturer 1 ID No.	No. of Machines supplied	Ref. Page No(s) of documentary evidence	Specialist Manufacturer 2 ID No.	No. of Machines supplied	Ref. Page No(s) of documentary evidence
1	Manufacture & Supply of Continuous Tamping Machine with integrated dynamic stabilizer	3						
2	Manufacture & Supply of Ballast Regulating Machine (with hopper)	3						
3	Manufacture & Supply of Shoulder Ballast Cleaning Machine	3						
4	Manufacture & Supply of Points & Crossing Tamping Machine	3						
5	Manufacture & Supply of Dynamic Stabilizer	3						
6	Manufacture & Supply of Duomatic Two Sleepers Continuous Tamping Machine	3						
7	Manufacture & Supply of Mobile Rail Grinding Machine	3						
8	Manufacture & Supply of self-propelled Track cum OHE Measurement and Recording Car to any Electrified Section of any Railway	5						
9	Manufacture & Supply of self-propelled OHE Monitoring and Recording Car to any Electrified Section of any Railway	5						
10	Manufacture & Supply of Rail bound mobile 4/8-wheeler Tower wagon for maintenance of OHE	5						
11	Manufacture & Supply of Rail cum Road vehicle for maintenance of OHE	5						



Sl. No.	Description of the Key Machines in accordance with Sub-Factor 3.2 (e) (iii) of Section 2:	No of Years preceding the Bid Due Date*	Specialist Manufacturer 1 ID No.	No. of Machines supplied	Ref. Page No(s) of documentary evidence	Specialist Manufacturer 2 ID No.	No. of Machines supplied	Ref. Page No(s) of documentary evidence
12	Manufacture & Supply of Wheel Impact Load Detector (WILD)	3						
13	Manufacture & Supply of Hot Axle and Hot Wheel (HAHW) Detector	3						
14	Manufacture & Supply of OHE Rehabilitation/Renewal Equipment	5						

*The year may be either calendar or financial year as followed in the country of origin of Specialist Manufacture and shall be marked in the Column with submittal of documentary evidence in support.

Authorized Signatory

 For and on behalf of Bidder

Date -----



B. Bid Requirements



Form of Bid Security

(Bank Guarantee)

Beneficiary: Dedicated Freight Corridor Corporation of India Ltd.
5th Floor, Pragati Maidan Metro Station Building Complex
New Delhi – 110 001

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

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

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

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

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the validity of the Bidder's bid i.e. up to [date to be inserted by the Bank]

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

[signature(s)]



**Proforma Letter of Participation from Each Member of Joint Venture
(JV/Association/Consortium)**

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

No. _____

Date _____

From:

To:

Dedicated Freight Corridor of India Ltd. (DFCCIL)
5th Floor, Pragati Maidan Metro Station Building
New Delhi – 110 001

Re: _____ "[Insert name of work]"

Ref: Your notice for Invitation for Bid (ICB No.) _____

1. We wish to confirm that our company/firm (delete as appropriate) has formed a (JV)/Association/Consortium for the purposes associated with ICB referred to above.
2. We here by authorise Mr----- the authorised signatory of the lead partner (of Japanese nationality with maximum financial stake) who shall act as authorized signatory of the (JV)/Association/Consortium for all intents and purpose. He / She shall have the authority to conduct all business for and on behalf of any and all the partners of JV/Association/Consortium.
3. In the event of our group being awarded the contract, we agree to be jointly with _____ (names of other members of our (JV)/Association/Consortium) and severally liable to the Dedicated Freight Corridor Corporation of India Limited, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Dedicated Freight Corridor Corporation of India Limited and our JV/Consortium/Association.
4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the authorized signatory.

Yours faithfully,

(Signature)

(Name of Signatory) _____

(Capacity of Signatory) _____

Seal

* Delete as applicable

Notes:

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



Power of Attorney for Authorized Signatory of Joint Venture (JV) / Consortium Members including Specialist Manufacturer(s)

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

Know all men by these presents, we _____ do hereby constitute, appoint and authorize Mr/Ms _____ who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of ----- including signing and submission of all documents and providing information/responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our bid for the said project.

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

Dated this the _____ day of _____ 20 _____.

(Signature of Authorized Signatory)

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

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

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



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

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

POWER OF ATTORNEY¹

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

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

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

Dated this the _____ day of _____ 20_____.

(Signature)

(Name in Block letters of Executants)

Seal of Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

¹ To be executed by all the Partners of the Joint Venture/Consortium except the Authorized Representative.

Notes:

1. In case of existing Joint Venture (JV)/Consortium, the certified copy of JV/Consortium Agreement may be furnished.
2. The mode of execution should be in accordance with the procedure, if any, laid down by the applicable law in the Bidder's country and the charter documents of the executants(s) and



when it is so required, the same should be under common seal affixed in accordance with the required procedure.

3. Whenever required, the Bidder should submit for verification the extract of the charter documents and the shareholder resolution in favour of the person executing this document on behalf of the Bidder.
4. For a required document executed and issued overseas, the document will also have to be legalised by the Indian Embassy in the Bidder's country and notarized in the jurisdiction where it is being issued. However, documents provided by Bidders from countries that have signed The Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy, if they carry a conforming Appostille certificate.



C. Technical Proposal



Letter of Technical Bid

Date: _____

Loan No.: [insert No of Loan]

Invitation for Bid No.: [insert No of IFB]

To: Dedicated Freight Corridor Corporation of India Ltd.
5th Floor, Pragati Maidan Metro Station Building Complex
New Delhi – 110 001

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including all Addenda issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Document (including all Addenda) the following Works: [insert a brief description of the Works];
- (c) Our bid consisting of the Technical Bid and the Price Bid shall be valid for a period of ----- days (refer ITB 18.1) from the last date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) We, including any Specialist Manufacturers or Suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (e) We, including any specialist manufacturer or other manufacturer or subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (f) We, including any Specialist Manufacturers or Suppliers for any part of the contract, have not been determined ineligible by JICA in accordance with ITB 4.4 or ITB 3 or Ministry of Railway in accordance with ITB 4.7; and
- (g) We confirm that the Technical and all other details provided in our technical proposal and our overall assessment of the project delivery conforms to the Employer's Requirements (Vol. II of Bid Documents), IRS and other relevant applicable Codes as stated in the Employer's Requirement.

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____,



Technical Proposal Forms

Form 1-B-1	General Execution Scheme of Works
Form I-B-2	Organization Charts including Service Organization and Manning Schedule
Form PER-1	Proposed Personnel
Form PER-2	Resume of Proposed Personnel
Form I-B-3	Technical Particulars of the Plant and Equipment



FORM I-B-1: General Execution Scheme of Works

1. As per GC 1.1.5.8 and related Particular Condition, the “Works” include Procurement of Plant and Equipment, Commissioning, Testing, Training, Remedying defects during Defect Notification Period (DNP) etc. The Bidder is required to coordinate with many of the Specialist Manufacturers as per the Schedule of Requirements and Scope of Work given in Clause 1 and 2.2 of Section 8 Vol II of Bid Documents, which requires on the part of the Bidder to submit its General Execution Scheme of Works.
2. This Form shall not be submitted separately for each partner in the JV/Consortium or Specialist Manufacturer. The General Execution Scheme shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.
3. The Bidder shall emphasise particular aspects that he considers to be of importance to demonstrate his understanding of the requirements of the Bid Documents for the Works and to ensure the safe, economical and efficient execution of the Works as per the Time for Completion.
4. The Bidder shall consider the following aspects while detailing its General Execution Scheme of Works: -
 - 4.1 Method Statement for seamless execution of the works considering all P&E involved
 - 4.2 Sequencing of Works as per the Definition of Sections and Time for Completion given in ATB 1.1.3.3.
 - 4.3 Project Quality Assurance Manual detailing the Quality Assurance System including the Integration of the Quality Control and Assurance System of the Bidder with that of the Specialist Manufacturers.
 - 4.4 Progress Control Plan.
 - 4.5 Standardisation of Assembly, Sub-assembly, spare parts etc. to benefit Employer in Inventory management during maintenance.
 - 4.6 Training of Staff in maintenance and operation of P&E.
 - 4.7 Issue of speed Certificate and Oscillation Trial.
5. Under the requirement for “Method Statement”, Bidders shall submit documents outlining the sources of different Key Machines forming part of the P&E, list of major components of the P&E sourced from foreign country, within Country and arrangement for assembly, inspection, supply. The Bidder shall also submit other relevant details in respect of the management of different aspects of supply and Defect Liability Period of such P&E involved etc. The Method Statement shall be in sufficient detail to demonstrate the Bidder’s understanding of the scope of the Works, interface with Specialist Manufacturer and all relevant requirements of the Bidding Documents.
6. Under the requirement for “Method Statement”, Bidders shall submit documents outlining the sources of different Other Machines forming part of the P&E including major components sourced from foreign country, within Country and arrangement for assembly, inspection, supply. The Bidder shall submit the brief detail of the such Other Manufacturers, their experience in manufacturing and supply of the said P&E, approval from Govt. organisation, etc. It shall be necessary to obtain the consent of the Engineer and Approval of the Employer to employ the proposed Other Manufacturer(s) in this Contract. The Other Manufacturer shall not be altered or substituted except with the expressed return approval of the Employer.
7. Under the requirements for “Project Quality Assurance Manual”, Bidders shall submit an outline Project Quality Assurance System Plan, duly integrating the Quality Assurance System of the Bidder with that of the Specialist Manufacturers. Project Quality Assurance Manual shall describe briefly how the Bidder will control the overall execution of the Works to ensure that the specified levels of quality for the design, manufacture & supply of different P&E are



- achieved. Project Quality Assurance System is expected to be tailored specifically to the Contract and the Works in accordance with latest applicable International Standard of ISO.
8. Under the requirements for “Progress Control”, Bidders shall submit an outline Progress Control Plan, describing comprehensively how they intend to monitor and control the progress of the Works in relation with Manufacture & Supply of different P&E and describing the responsible staff and organisation involved, reports to be submitted and other related matters.
 9. Under the requirements for ‘Standardisation of Assembly, Sub-Assembly, Spare Parts’, Bidder to propose the standardisation of make, brand and model no. of such assembly, sub-assembly or spare parts which may be similar in different types of P&E under procurement. This exercise is basically aimed to benefit the Employer in its Maintenance Management.
 10. Description shall be submitted about the training of DFCCIL staff for the maintenance and operation of the P&E during Warranty period and to ensure that the asset is smoothly taken over by Employer for sustainable performance and maintenance during the designed life of P&E.
 11. Under sub-clause 4.7 above, the Bidder shall demonstrate the understanding of Employer’s Requirement to ensure sanction of the vehicle for working over DFCCIL network.
 12. Details about the System of Contract Management, Bidder has decided to enter with the Specialist Manufacturers for successful execution of these Works shall be duly included.

Bidder’s Official Representative:

Signature:
Name: _____
Position: _____
Date: _____
Company:
Company Stamp



FORM I-B-2: Organisation Charts including Service Organisation and Manning Schedule

- (a) Bidders shall provide in this Form, two (2) separate Organisation Charts and one (1) Manning Schedule for the Procurement of the Plant and Equipment as follows:
- (i) **Head office Organisation Chart**
 One organisation chart shall be provided for the Bidder's head office indicating the management and staff structure, with responsible personnel/departments described for all aspects of the Works. If the Bidder is a Joint Venture/Consortium or uses Specialist Manufacturers, an organisation chart shall be provided for the head office organisation of each Partner of the Joint Venture and of each Specialist Manufacturer.
 - (ii) **Structure of Quality Organisation** proposed to be set up for the functions detailed in Section 8 of Employer's Requirement to adequately manage all issues related to quality of supply.
 - (iii) **Structure of Service Organisation** proposed to be set up for the functions detailed in Section 8 of Employer's Requirements to adequately manage and control the Contract.
 - (iv) **Manning Schedule**
 One Manning Schedule shall be provided in bar chart format, covering the contract period in months horizontally and listing the Proposed Key Personnel vertically. The chart shall indicate the proposed months of assignment of each of these personnel.
- (b) Service Organisation Chart and Manning Schedule shall include at least the number of Personnel proposed by the Bidder in PER-1 – Proposed Personnel and the chart and PER-2 Resume of proposed Personnel shall indicate such personnel by name.
- (c) Project Manager is important for seamless functioning of the proposed Works. The Bidder shall demonstrate clearly that he has the capability to provide sufficient, capable and competent staff for the efficient working of the Contract.
- (d) Service and Quality Organisation Chart and Manning schedule shall not be submitted separately for each Partner in the Joint Venture or separately for each Specialist Manufacturer. The concentrate of the Service and Quality Organisation for the Contract shall be submitted jointly by the Joint Venture including the Specialist Manufacturers. These documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission, with the names of any Partners, Specialist Manufacturers indicated against the appropriate positions.
- (e) The minimum requirements of personnel are tabulated below:

SPECIFIED MINIMUM REQUIREMENTS				
No.	Title of Position	Minimum Required Experience (Years)		
		Total Experience	Similar Works*	Similar Position
1	Project Manager	15	5	2
2	Quality Manager	10	5	2
3	Service Engineer	10	5	2

*"Similar Works" in the above expression shall mean engineering, construction or procurement works of "Railways or Metro Railways" or any other infrastructure project)

Bidder's Official Representative:

Signature: _____

Name: _____

Position: _____

Date: _____

Company: _____

Company Stamp



Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section 2. The data on their experience and language competency should be supplied using the Form below for each candidate.

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

*As listed in Section 2. Evaluation and Qualification Criteria.

Bidder's Official Representative:

Signature:

Name: _____

Position: _____

Date: _____

Company:

Company Stamp



Form PER – 2: Resume of Proposed Personnel

Name of Bidder

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

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and Management Experience@

@ : Attach documentary evidence of the professional qualification and relevant technical and Management Experience.

Bidder's Official Representative:

Signature:

Name: _____

Position: _____

Date: _____



FORM I-B-3

Technical Particulars of the Plant and Equipment

1. General Confirmations

- a) The Bidder shall submit Clause wise compliance to the Employer's Requirements – Section 8, General Specifications as included in the Bid Documents Vol II. The Bidder also submit details as asked for in the relevant clauses duly referencing the Clauses in the submission.
- b) The Bidder shall submit Clause wise compliance to the Employer's Requirements – Section 9 Particular Technical Specifications as included in the Bid Documents Vol II. The Bidder also submit details as asked for in the relevant clauses duly referencing the Clauses in the submission.

2. Bidder's Technical Proposals (for Key Machines)

The Bidder shall provide the information as indicated below in respect of Key Machines specified in the Employer's Requirements duly supported by typical drawings/sketches, animation, data book etc. wherever applicable;

- i) Name and full address of the Specialist Manufacturer including Telephone No., Fax No., E-Mail address, website address etc. as applicable.
- ii) Country of Origin, Location of the manufacturing factory, or factories if components are from different sources.
- iii) Details of Industrial License, wherever required as per statutory regulations.
- iv) Details and location of Plant & Machinery supplied and functioning in conformity to proven design/model. (Monographs, text descriptions, pamphlets to be supplied, as available).
- v) Details of each of the P&E, system of working, list of major assemblies, sub-assembly in hard copy as well as soft copy with animation to explain the working system where applicable.
- vi) Brief details of the sources of the major sub-assembly from foreign country and within Country and planning for final assembly of the P&E indicating points of proposed inspection of the Employer and quality checks.
- vii) Detail of the manufacturer of assembly and sub-assembly sourced from vendors for the manufacturing of the said P&E
- viii) Production capacity and capability of the P&E
- ix) Details about the proven performance of each of the P&E as per scope of work or similar P&E, shall be submitted, including specific details of the supplies to Indian Railways or any other Govt. organization in India
- x) Details of arrangement for quality control of products such as laboratory, testing equipment, list of International standards to which each of the P&E is manufactured and test protocol proforma followed.
- xi) Type Test Result of the P&E or its major assembly where applicable
- xii) Details of the Organization responsible for the Quality Assurance
Head and other technical supervisory of Production & Quality Assurance
Total Number of Skilled labour employed
Total Number of Unskilled labour employed
Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.



System of procedure followed for the testing of incoming material with role of Quality Assurance organization, if any or otherwise.

- xiii) Details about the After-Sales Service Organization of proposed Specialist Manufacturer in India shall be provided.
 - xiv) The details of the existing/proposed Service Center of the Specialist Manufacturer for undertaking the Annual Maintenance Contract nominated on its behalf for this project for each of the P&E or group of P&E detailing the experience of the organization.
3. Bidder's Technical Proposal (for Other Machines)

The P&E other than Key Machines shall termed as Other Machine. The manufacturers of other than Key Machines shall be known as Other Manufacturer. Hence Information in reference Other Manufacturer shall be furnished in reference to clause 1(b) and 2(i, ii and iii) above.

Bidder's Official Representative:

Signature:

Name: _____

Position: _____

Date: _____



D. Checklist of submission of Documents for Technical Bid

Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name	
			Yes /No	Ref. #
1.	Letter of Technical Bid	ITB 11.2(a) and Section 3 (C)		
2.	One Original and Two copies of Technical Bid	ITB 20.1		
3.	Three Soft Copies of Technical Bid on CD	ITB 20.1		
4.	Original and all Copies of Technical Bid- All pages serially numbered and indexed	ITB 20.2		
5.	Original and all Copies of Technical Bid signed by authorized representative of Joint Venture / Consortium	ITB 20.2		
6.	Validity of Bids – 180 days after last Bid Submission Date	ITB 18.1		
7.	Bid Security (US\$ 1,020,000 or equivalent INR) using Reference Rate of RBI as exchange rate as on 16 th Feb. 2018 (validity 28 days beyond Validity of Bids)	ITB 19, Section 3 (B)		
8.	Power of Attorney (Duly Notarized) in respect of authorized representative of each Partner of the Joint Venture / Consortium including Specialist Manufacturer(s)	ITB 4.1 (d), ITB 20.2,		
9.	Power of Attorney (Duly Notarized) to one representative from the Lead Partner of Joint Venture / Consortium duly signed by the authorized representative of all the partners of JV / Consortium	BDS 4.1 (b), ITB 20.2 and ITB 20.3		
10	Power of Attorney (Duly Notarized) to one representative of the Specialist Manufacturer duly signed by the authorized representative of all the partners of JV / Consortium	Form MAN		
10.	Form ELI -1.1	ITB 17.1 and 3.2 (a) (i) of Section 2		
11.	Form ELI -1.2	ITB 17.1 and 3.2 (a) (ii) of Section 2		
12.	Form MAN	BDS 17.1(h) and Section 3A		
15.	Form CON: Historical Contract Non-Performance	ITB 17.1 and 3.2 (b) (i) of Section 2		
16.	Form FIN-1 : Financial Situation	ITB 17.1 and 3.2 (c) (i) of Section 2		
17.	Form FIN-2: Average Annual turnover	ITB 17.1 and 3.2 (c) (ii) of Section 2		
18.	Form FIN-3&4: Financial Resources	ITB 17.1 and 3.2 (c) (iii) of Section 2		
19.	Form ACK: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans	ITB 17.1 and 3.2 (c) (iv) of Section 2		
21.	Article of Incorporation or Constitution of each Partner of JV / Association/ Consortium	Form ELI-1.1 and ELI-1.2		



Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name	
			Yes /No	Ref. #
22.	Copies of Financial Statements for last 5 years of each Partners of JV / Association/ Consortium	Form FIN-1		
23.	JV / Association/ Consortium Agreement	ITB 11.4 & Form ELI-1.1		
24.	Form EXP – 1 General Experience in Engineering and Construction and/or Procurement Contracts	ITB 17.1 and Clause 3.1 (c) and 3.2(e)(i) of Section 2		
25.	Form EXP – 2 Specific Experience in Engineering and Construction and/or Procurement Contracts	ITB 17.1 and Clause 3.1 (c) and 3.2(e)(ii) of Section 2		
26.	Form EXP – 3 Specific Experience in Manufacturer and Supply of Key Machines	ITB 17.1 and Clause 3.1 (c) and 3.2(e)(iii) of Section 2		
27.	Proforma Letter of Participation from Each Member of JV / Association/ Consortium	ITB 16.1, Section 3 (B)		
28.	Form I-B-1: General Execution Scheme of Works	ITB 16.1, Section 3 (C)		
29.	Form I-B-2: Organization Charts including Service Organization and Manning Schedule	ITB 16.1, Section 3 (C)		
30.	Form PER - 1: Proposed Personnel	ITB 16.1, Section 3 (C)		
31.	Form PER - 2: Resume of Proposed Personnel	ITB 16.1, Section 3 (C)		
32.	Form 1-B-3 : Technical Parameters of Plant & Equipment	ITB 16.1, Section 3 (C)		
33.	Bid Documents (Volume I & II) including all addenda returned duly signed & stamped on all the pages.	BDS 20.5		
34.	Evidence of payment for 'cost of bidding documents'	Clause 1.1(b)(i) of Section 2		
35.	Any other document			

Certificate

This is to certify that our Technical Bid is in full compliance with all the conditions, requirements and specifications as included in the Bid Documents including all the Addendums thereto.

Bidder's Authorized Signatory:

Signature:

Name:

Position:

Date: _____

Company: _____

Company Stamp



Section 4: List of Eligible Countries of Japanese ODA STEP Loans

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

- (1) The Eligible Nationality of the Supplier(s)/ Bidder and all partners constituting the Bidder shall be the following:
 - (a) Japan in the case of the prime contractor; and
 - (b) All countries and areas in the case of the sub-contractor(s) / Specialist Manufacturer(s) / Other Manufacturers.
- (2) With regard to (1) above, in case where the prime contractor is a joint venture/Consortium/Association, such joint venture/consortium/association will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or India and that the total share of work of Japanese partners in the joint venture/consortium/association is more than fifty percent (50%) of the contract amount.
- (3) With regard to (1) and (2) mentioned above,
 - (a) For goods and services, (i) the prime contractor or, in the case of a joint venture/consortium/association, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there; and (ii) in the case of a joint venture/consortium/association, the partners except Japanese partners shall be nationals of India or juridical persons incorporated and registered in Japan or India, and which have their appropriate facilities for producing or providing the goods and services in Japan or India and actually conduct their business there.
- (4) With regard to the goods procured from the eligible local manufacturing company(ies) (hereinafter referred to as “the Eligible Local Manufacturing Company(ies)”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (i) Juridical persons incorporated and registered in India, and which have their appropriate facilities for producing or providing the goods and services in India and actually conduct their business there;
 - (ii) Not less than 10 % of shares are held by a single Japanese Company; and
 - (iii) The proportion of the shares held by the Japanese company mentioned in (ii) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (ii) above) is the same as or greater than that of the shares held by any company of a third country.
- (5) With regard to the goods procured from the eligible development partners’ manufacturing company(ies) (hereinafter referred to as “the Eligible Development Partners’ Manufacturing Company(ies)”) invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Development Partners’ Manufacturing Company(ies) satisfy(ies) the following conditions:
 - (i) Juridical persons incorporated and registered in a country or area on DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;
 - (ii) Not less than one-third of shares are held by a single Japanese Company; and
 - (iii) The proportion of the shares held by the Japanese company mentioned in (ii) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (ii) above) is the same as or greater than that of the shares held by any company of a third country.



Section 5:

CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS (GC)

Preface Notes:

The General Conditions governing this Contract shall be the "Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor First Edition 1999, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), designated as Part I [General Conditions].

The General Conditions are normally linked with the Particular Conditions referred to as Part B by the corresponding numbering of the Clauses, so that Parts A and B together comprise the conditions governing the rights and obligations of the parties.

To simplify the layout of this document, the Preamble has not been prepared as a separate document but the content thereof has been included within the text of Part B Particular Conditions.

In case of any inconsistency therefore between the conditions contained in the General Conditions and Particular Conditions, the conditions shall have the following priority:

1. PART II: Part A: Appendix to Tender,
2. PART II: Part B: Particular Conditions,
3. PART I: General Conditions.

A copy of the "PART I General Conditions" is not attached to the Bid Documents for the Contract.

The Contractor shall provide to the Engineer, within 28 days after the Commencement Date, six (6) original sets of the original FIDIC Conditions of Contract in English version for binding into the subsequent Contract Documents.



Part II : Part A : APPENDIX TO BID

Conditions	GC Sub-Clause	Data
Employer	1.1.2.2 & 1.3	Dedicated Freight Corridor Corporation of India Limited, 5 th Floor Pragati Maidan, Metro Station Building Complex New Delhi – 110 001, India.
Contractor	1.1.2.3 & 1.3	[To be filled in]
Engineer	1.1.2.4, 1.3 & 3.1	Project Director, Nippon Koei Consortium, 4 th Floor, Pragati Maidan, Metro Station Building Complex New Delhi –110 001, India.
Bank's Name	1.1.2.11	Japan International Cooperation Agency (JICA)
Borrower's Name	1.1.2.12	President of India
Time for Completion	1.1.3.3 and 8.2	As per sub-clause 8.2 of GC, the whole of the Works shall be completed in 54 months spread across five Sections i.e. Section A to E as specified in range of months in the Table "Definition of Sections and Time for Completion" attached with Appendix to Bid. Supply shall neither commence before the starting month of the range nor delayed beyond the end month of the range from the Commencement Date unless jointly agreed between Employer and Contractor.
Defects Notification Period	1.1.3.7	Defect Notification Period for <u>each P&E</u> of the Works shall be 104 weeks from the date stated in the Taking Over Certificate of the respective P&E (Sub clause 10.1 or 10.2 as applicable) by the Engineer.
Sections	1.1.5.6	Refer to Table "Definition of Sections and Time for Completion" attached with Appendix to Bid.
Communication	1.3	By fax and e-mails but confirmed in hard paper copy within 48 hours.
Law and Language	1.4	Indian Laws & English Language
Amount of Performance Security	4.2	The performance security shall be in the form of an irrevocable bank guarantee in the amount(s) of five percent (5%) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount.
Period for notifying unforeseeable errors, faults and defects in the Employer's Requirements	5.1 & 1.9	56 calendar days
Normal working hours	6.5	(Eight) 8 hours shift in a day and total (Forty-eight) 48 hours in a week.
Commencement of Works	8.1 (c)	No access to and possession of Site is envisaged.



Conditions	GC Sub-Clause	Data
Delay Damages	8.7,10.2 & 14.15(b)	0.5% (zero point five percent) of the price of P&E based on the respective percentage of Accepted Contract Amount as per Schedule 4 of Financial Submission per week of delay or part thereof in respect of the respective currency portions.
Delay Damages	8.7	Maximum amount of Delay Damages shall be 5% (five percent) of the respective percentage of Accepted Contract Amount as per Schedule 4 of Financial Submission of each P&E in each of the respective currency portion.
Variation Procedure	13.3 (c)	15% towards profit and overheads for both works and supply of goods.
Provisional Sum	13.5	No Provisional Sum is payable under this Contract.
Adjustment for Changes in Cost	13.8	“Table of Adjustment Data” means the Price Adjustment formula and coefficients as indicated in Schedule 1 of Section 6 of Volume I.
Advance payment	14.2	<p>The Employer shall pay on written request by the Contractor interest free Advance up to (Ten) 10 per cent of the Accepted Contract Amount and is payable in the currencies and proportions in which the Contract Amount is payable. The Advance Payment shall be released in two installments as under</p> <p>(a) (Five) 5 percent: On submission of Performance Security and commencement of mobilization process</p> <p>(b) (Five) 5 percent: On submission of the details of the utilisation of the initial Advance Payment of 5% duly certified by Independent Public or Chartered Accountant and approval of Design for the P&E of minimum 3 (three) types of Key Machines pertaining to Section A.</p> <p>The advance payment will be released on submission of unconditional Bank Guarantee for an amount equivalent to the component of the advance payment requested by the Contractor. Such Bank Guarantees can be split-up in to six guarantees to be released on repayment. Such Bank Guarantee shall remain effective until the advance payment has been repaid pursuant to provision of Sub-clause 14.2 of the General Conditions of Contract, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificate issued in accordance with this clause.14.3</p>



Conditions	GC Sub-Clause	Data
Percentage of Retention	14.3 c	Ten percent (10%) of the total amount of each Interim Payment Certificate, in each of the respective currency portions, until the amount so retained reaches a limit of retention money of 5 (five) percent of the Contract Price. The Contractor may replace the Retention Money deducted from Interim Pay Certificates with an unconditional bank guarantee from the Bank, of equivalent amount for the respective currency portions. The Bank Guarantees shall be valid for the period up to the end of the Defect Notification Period.
Limit of Retention Money	14.3 c	Five percent (5%) of the Accepted Contract Amount in each of the respective currency portions.
Issue of Interim Payment Certificate	14.6	There is no minimum amount stipulated for payment of Interim Payment Certificate
Currencies of Payment	14.15	The currency(ies) of the bid and the payment currency(ies) shall be as stated in the Letter of Price Bid submitted by the Contractor.
Evidence of insurance	18.1(a),	Within 28 days of Commencement Date
Relevant policies	18.1(b)	84 days
Insurance of Works and Contractors Equipment	18.2	Full replacement cost of each P&E
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	INR 2,000,000 (2 Million).
Professional Indemnity Insurance	18.5	INR Fifty (50) Million
Minimum amount of third party insurance	18.3	Rs. One Hundred Million (Rs. 100,000,000) with deductible limit of Rs. Two Hundred thousand (Rs. 200,000) for any one occurrence.
The Dispute Adjudication Board shall be	20.2	DAB shall comprise of Three Members and shall be appointed within 90 days of the signing of the Contract.
Failure to Agree Dispute Adjudication Board	20.3	Secretary General of the International Centre for Alternate Dispute Resolution (ICADR)- Head Office-Plot No.6 Vasant Kunj Institutional Area Phase-II, New Delhi - 110 070 (India) E-mail : icadr@nic.in .
Arbitration	20.6 (b)	The place of arbitration shall be Dubai or Singapore or Delhi as decided mutually by both parties before signing of Contract Agreement.



Table 1: Definition of Sections and Time for Completion

S.No.	Plant and Equipment to be provided	Unit	Reference Sections of Particular Technical Specifications	Definition of Section (Quantities of Plant and Equipment to be Procured under each Section)					
				Section A	Section B	Section C	Section D	Section E	Total No. to be provided
Time for completion from Commencement Date (Sub-Clause 1.1.3.3)				21-27 M	27-33 M	36-42 M	42-48 M	48-54 M	
1	Continuous Tamping Machine with integrated dynamic stabilizer	Each	9.1.1	X	1	1	1	X	3
2	Ballast Regulating Machine with hopper	Each	9.1.2	X	1	1	1	1	4
3	Shoulder Ballast Cleaning Machine	Each	9.1.3	X	X	X	X	1	1
4	Points & Crossing Tamping Machine	Each	9.1.4	X	1	X	X	X	1
5	Dynamic Stabilizer	Each	9.1.5	X	1	X	X	X	1
6	Duo-matic Two Sleepers Tamping Machine	Each	9.1.6	1	1	X	X	X	2
7	Mobile Rail Grinding Machine	Each	9.2	1	X	X	X	X	1
8	Track Recording Car (TRC)	Each	9.3.1	1	X	X	X	X	1
9	OHE Recording Car (ORC)	Each	9.3.2	X	1	X	X	X	1
10	Inspection Vehicle	Each	9.3.3	1	X	1	X	X	2
11	Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	Each	9.4.1	1	5	5	X	X	11
12	Tower Wagon 8-wheeler	Each	9.4.2	1	4	4	3	X	12



S.No.	Plant and Equipment to be provided	Unit	Reference Sections of Particular Technical Specifications	Definition of Section (Quantities of Plant and Equipment to be Procured under each Section)					
				Section A	Section B	Section C	Section D	Section E	Total No. to be provided
Time for completion from Commencement Date (Sub-Clause 1.1.3.3)				21-27 M	27-33 M	36-42 M	42-48 M	48-54 M	
13	Bridge Inspection Vehicle	Each	9.4.3	1	X	X	1	X	2
14	Rail cum Road Multi Utility Vehicle with MMU Equipment	Each	9.5.1	1	3	X	X	X	4
15	Rail cum Road vehicle with crane for Civil Works	Each	9.5.2	1	1	1	X	X	3
16	Rail cum Road vehicle with crane for OHE Works	Each	9.5.3	1	X	1	X	X	2
17	PSI equipment testing Van (Road only)	Each	9.5.4	1	X	1	X	X	2
18	Rail cum Road based Vehicle with Motorized Elevated Working Platform (MEWP)	Each	9.6	2	6	6	6	6	26
19	Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) detector	Set	9.7	1	2	X	X	X	3
20	Ballast Hopper Wagon with remote control discharge	Each	9.8	X	25	25	25	25	100
21	OHE Rehabilitation /Renewal Equipment	Each	9.9	X	X	X	X	1	1
22	Flat wagon for carrying Rails	Each	9.10	X	X	8	8	9	25

Note: Any P&E supplied during the Time for Completion of any Section may be taken over and Taking over certificate issued for that P&E forming part of the Section under Sub-clause 10.2 of the GC.



PART II : Part B - Particular Conditions (PC)

1.1.1.3 Letter of Acceptance	<p>1.1.1.3 Add the following sub-paragraph to this Sub-Clause:</p> <p>“The Letter of Acceptance issued by the Employer intimating the Contractor accepting his bid shall remain provisional until the performance security is submitted [by the Contractor], Contract Agreement signed between the parties, and the same is concurred by JICA. In case of JICA does not concur the Contract Agreement between the parties, the Contact Agreement and the Letter of Acceptance shall be treated as null and void without any financial liability on either party.”</p>
Sub-Clause 1.1.1.11	<p>Insert additional Sub-Clause 1.1.1.11:</p> <p>“Effectuation of the Contract” means the date of receipt of the JICA concurrence of the Contract Agreement between the Employer and the Contractor.</p>
1.1.2 Parties and Persons	<p>1.1.2.8 Replace as under</p> <p>“Specialist Manufacturer” means the Manufacturer associated with the Bidder for supply of Key Machines.</p> <p>“Other Manufacturer” means the manufacturer which the Bidder engages for supply of P&E other than Key Machines</p> <p>Add the following subparagraphs to this Sub-Clause:</p> <p>1.1.2.11 "Bank" means the financing institution named “Japan International Cooperation Agency (JICA)”.</p> <p>1.1.2.12 “Borrower” means the “President of India”</p> <p>1.1.2.13 “Other Contractor” means any party or parties having a direct contract with the Employer for work on the project outside the scope of this Contract, and shall include any subcontractor of this Other Contractor.</p>
1.1.5.6 Section	<p>“Section” suffixed with alphabet means the part of the Works identified as such and more particularly described in Table 1 “Definition of Sections and Time for Completion the Table”</p>
1.1.5.4 Permanent Works	<p>Replace this Sub-Clause as follows:</p> <p>“Permanent Works” means supply of Plant and Equipment with scope of design, manufacture, testing, commissioning, remedying defects, training etc.</p>
1.1.6 (Other Definitions)	<p>Replace 1.1.6.7 as follows:</p> <p>Site means the place where the Permanent Works (Plant and Equipment) are to be delivered subject to revision through Engineers direction.</p> <p>Add the following subparagraph 1.1.6.10 to this Sub-Clause;</p> <p>“Railway” means a Railway or any portion of a Railway for public carriage of passenger and goods as defined in the Indian Railway Act 1989.”</p>



<p>1.2 Interpretations</p>	<p>Insert the following sub-paragraphs after sub-paragraph (d):</p> <p>(e) “the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bid documents” or “bidding documents”.</p> <p>(f) “In these Contract conditions, provisions including the expression “cost plus profit” require this profit to be one twentieth of this cost.”</p> <p>(g) “The term ‘Machine’ used in this document shall also mean ‘Plant and Equipment’ or ‘P& E’.”</p> <p>(h) Unless inconsistent with any provisions of the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by “Incoterms” means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition as of the Base date), 38 Cours Albert 1^{er}, 750008 Paris, France</p>
<p>1.5 Priority of Documents</p>	<p>Replace Sub-Clause (f) ‘the Employer’s Requirements’ with the following & correct the no. of subsequent Sub-Clauses accordingly;</p> <p>(f_a) the Employer’s Requirements – Section 9 Vol II Particular Technical Specifications</p> <p>(f_b) the Employer’s Requirements – Section 8 Vol II General Specifications</p>
<p>1.6 Contract Agreement</p>	<p>Replace the whole with the following:</p> <p>“The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance informing him that his bid has been provisionally accepted and submits the prerequisite Performance Security.</p> <p>In case more than one Specialist Manufacturer are qualified during evaluation for Key Machines, the Contractor shall, submit requisite submittals for;</p> <p>only one amongst the qualified Specialist Manufacturer before signing of the Contract Agreement.</p> <p>After signing the Contact Agreement, the Employer shall submit it to JICA for concurrence. The signed Contract Agreement shall therefore be conditional and subject to the Employer receiving the concurrence of JICA. In the event that JICA refuse to give their concurrence, the signed Contract Agreement shall be cancelled. The issue of Letter of Acceptance shall be provisional and without any liability on the Employer unless the Contract is signed between the Employer and the Contractor and the same is concurred by JICA. The Contract Agreement shall be based upon the forms in SECTION 7: CONTRACT FORMS OF VOLUME I. Two (2) originals of the Contract Agreement shall be made in English. The Contractor shall prepare and submit, at his cost, to the Employer one (1) original and three (3) copies of the Contract Agreement in English within fourteen (14) days of signing of the Contract Agreement in the form and manner approved by the Employer.</p> <p>The cost of Stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract agreement shall be borne by the Employer.”</p>



1.7 Assignment	Sub clause 1.7 (a) is deleted
1.14 Joint and Several Liability	Delete sub clause (b) and replace with, “In case of a joint venture or consortium or association of two or more persons performing the Contract, the lead partner and other partners shall be as identified during the Bid submission stage. The Lead Partner should be Japanese national with maximum financial stake. Each Partner of the joint venture or consortium or association of two or more persons shall furnish a power of attorney in favour of the lead partner to take all actions on behalf of the joint venture or consortium or the association and bind the joint venture/ consortium/association. However, the nomination of such lead partner shall not in any way affect the joint and several liability of the joint venture or consortium or association members under (a) above.”
2.1 Right of Access to the Site	Deleted Clause 2.1
3.1 Engineer’s Duties and Authority	Add the following at the end of this Sub-Clause: “Notwithstanding anything contained hereinabove, the Engineer is required to obtain approval of the Employer before exercising specific authorities as listed below: i) giving consent for proposed Other Manufacturer(s) pursuant to Sub-Clause 4.26 for Other Machines; ii) clearance of design & drawings submitted by the Contractor for Works requiring sanction of Commissioner of Railway Safety/ Competent Authority; iii) instructing or approving Variations pursuant to Sub-Clauses 13.1, 13.2 and 13.3 except; (a) In an emergency affecting the safety of life or of the works or of adjoining property or track, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. In case the emergency mentioned above occurs on account of failure of Contractor, by way of not adhering to the sound industry practice or not taking adequate safety precautions, then no amounts shall be paid to the Contractor for attending to such emergencies. (b) If the variation is less than 0.05% of contract price in a single instance and combined with all variation orders previously issued, increase the original Contract Price by less than 2 %. The Employer shall, on the best effort basis give its decision on Engineer’s proposal of variation within 21 (twenty-one days) of the receipt of the proposal.”
4.2 Performance Security	Replace the words “annexed to the particular conditions” in the second paragraph with the following; “In SECTION 7: CONTRACT FORMS OF VOLUME I”



	In the third line of second Para, replace the text "...by an entity and from within a country" with "by an entity and from within a Country" and delete the ensuring text "(or other jurisdiction) approved by the Employer"
4.4 Sub-Contractor	Delete
4.10 Site Data	Delete Paragraph 1 of Sub-Clause 4.10. Paragraph 2 of Sub-Clause 4.10; Delete the words in first line – "To the extent which was practicable (taking account of cost and time)". Start the word "the" with a capital letter. Delete the words in third line – "To the same extent". Start the word "the" with a capital letter.
4.12 Unforeseeable Physical Conditions	Deleted
4.16 Transport of Goods	Supplement this Sub-Clause with the following: "The Contractor shall be responsible for arranging and paying for all transport including insurance during transit (Rail, Road, Sea and Air), obtaining permits and licenses from the relevant Government Ministries and Authorities and necessary escorts for exceptional loads as required. The Contractor shall be responsible for any delays that may arise out of his failure to accomplish these arrangements in a timely manner including transportation by rail, road, sea and air network in India."
4.25 Change of Control	Insert the following additional Sub-clause: "Any change in Control of the Contractor, or in case if the Contractor is a JV/consortium/association of members, any change of Control of any of the members of the JV/consortium/association, shall require prior approval of the Employer. Such approval shall not be unreasonably withheld, unless, such change in Control, if had taken prior to the date of submission of the bid, would have rendered the Contractor or any such member in case the Contractor is a JV/consortium/association, ineligible to bid for the Project in terms of the Instructions to Bidders or in the opinion of the Employer such change in Control shall jeopardize national security or interest. For the purposes of this clause "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and affairs of such person, whether through the legal and / or beneficial ownership of more than 50% (fifty percent) of the voting securities of such person, by agreement or otherwise or the power to elect majority of directors, partners or other individuals exercising similar authority with respect to such person."
4.26 Specialist and Other Manufacturer	Contractor may engage Specialist Manufacturer(s) for "Key Machines" and Other Manufacturer(s) for "Other Machines" for whole of the work. The Contractor shall be responsible for the acts or defaults of any Specialist Manufacturer(s)/Other Manufacturer(s), his agents or employees, as if they were the acts and defaults of the Contractor. Prior consent of the Engineer shall be obtained for "Other Manufacturer" named in the Contract before submission of the design. However, the Contractor shall not change the Specialist and Other Manufacturer at



	any time during the execution of the Contract without the prior consent of Engineer and approval of the Employer.
5.1 General Design Obligation	<p>Delete Sub-Clause 5.1 and substitute the following:</p> <p>“The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the Employer’s Requirements with reference to purpose, scope, design and/or other technical criteria for the works and Installation, Testing and Commissioning. Unless otherwise stated in the Contract, the Contractor shall submit to the Engineer the name and particulars of each proposed designer of Specialist and Other Manufactures.</p> <p>The Contractor warrants that he, his and Specialist / Other Manufactures have experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions (physical or electronic media) with the Engineer at all reasonable times, until the expiry date of the relevant Defects Notification Period.</p> <p>Upon receiving notice under Sub-Clause 8.1 [Commencement of Works], the Contractor shall scrutinize the Employer’s Requirements reference to purpose, scope, design and /or other technical criteria for the works (including design criteria and calculations, if any) and Installation, Testing and Commissioning within the period stated in the Appendix to Tender, calculated from the Commencement Date, the Contractor shall give notice to the Engineer of any error, fault or other defect found in the Employer’s Requirements with reference to purpose, scope, design and /or other technical criteria for the works.</p> <p>After receiving this notice, the Engineer shall determine whether Clause 13 [Variations and Adjustments] shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Employer’s Requirements with reference to purpose, scope, design and/or other technical criteria for the works before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted.”</p> <p>This shall also be read along with Clause 4 ‘Codes, Standards and Specifications’ of Employer’s Requirement and Clause 2.5 providing the technical parameters of WDFC Project and given in Section 8 Vol II</p>
5.4 Technical Standards and Regulations	This shall also be read along with Clause 11 ‘Design and Drawing’ of Employer’s Requirement given in Section 8 Vol II
5.5 Training	This shall also be read along with Clause 18 ‘Training’ of Employer’s Requirement given in Section 8 Vol II
5.7 Operation and Maintenance Manuals	<p>Add the following to the end of this Sub-Clause:</p> <p>“The Contractor is required to disclose to the Engineer or the Employer information whether proprietary, confidential or both, as follows:</p> <p>All information reasonably necessary for the Employer and Engineer to have an understanding of the design and technical operation for review and approval</p>



	<p>purposes and for the Employer to properly operate the Plant & Equipment and be able to conduct routine servicing, maintenance and repairs”</p> <p>This shall also be read along with Clause 16 ‘Operation and Maintenance Manual’ of Employer’s Requirement given in Section 8 Vol II</p>
6.12 Foreign Personnel	<p>New Sub-Clause:</p> <p>“The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its Specialist/Other Manufacture or Subcontractors may be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, required if any, and the obligation to apply for and obtain the same shall always be of the Contractor. Notwithstanding anything to the contrary contained in the Contract, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Specialist or Other Manufacturer shall not constitute Force Majeure event, and shall not in any manner excuse the Contractor from the performance and discharge of its obligations and liabilities under the Contract.”</p> <p>The Employer, on a best effort basis, will provide reasonable assistance in obtaining such visas and permits, but without thereby incurring any liability whatsoever towards the Contractor.”</p>
7.4 Testing	<p>Add the following at the end of this Sub-Clause:</p> <p>“The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer.”</p> <p>This shall also be read along with Clause 13 ‘Inspection, Testing and Commissioning’ of Employer’s Requirement given in Section 8 Vol II.</p>
8.1 Commencement of Works	<p>Replace the Sub-clause 8.1 with the following:</p> <p>The Engineer shall give the Contractor not less than 7 days’ notice of the Commencement Date.</p> <p>The Commencement Date shall be whichever is the later of the following dates:</p> <ol style="list-style-type: none"> Within 42 days after the Contractor receives the Letter of Acceptance; or Within 14 days after the “Effectuation of Contract in terms of Sub-Clause 1.1.1.11. <p>The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.</p>
8.2 Time for Completion	<p>The whole of the Works shall be completed in 54 months spread across five Sections i.e. Section A to E as specified in range of months in the Table 1 “Definition of Sections and Time for Completion” attached with Appendix to Bid. Supply shall neither commence before the starting month of the range (stipulated for each Section) nor delayed beyond the end month of the range from the Commencement Date.</p>
8.3 Programme	<p>Delete Para 3 of Sub- Clause 8.3;</p>



	“The Contractor shall [Variation Procedure].”
8.4 Extension of Time for Completion	Delete Sub-Clause (c). Delete Sub-Clause (d) and substitute as under: - “Unforeseeable shortages in the availability of Goods caused due to changes in laws in accordance with the provisions of Sub-Clause 13.7”
8.7 Delay Damages	Replace first paragraph of Sub-cause 8.7 as follows: “The Contractor fails to complete the Works in accordance with the programme set forth in Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to sub-clause 2.5 [Employer’s Claim] pay delay damages to the Employer for this default. If the Contractor fails to supply any one or more P&E on the date set forth for such completion in the Time for Completion stipulated for that Section, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Employer, it shall pay Delay Damages for each of the P&E delayed to the Employer in a sum calculated at the rate stated in the Appendix to Bid till supply of the P&E. If the stipulated completion period for that Section given in Table A is modified, then completion period for that Section in Sub-clause 8.2 shall stand modified. However, the total amount due under this sub-clause shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to Tender.
10.2 Taking over of Parts of the Work	Replace the sub-clause as follows: Supply of any of the P&E forming part of the Section A to E (refer Table 1) is termed as Part of the Works. The Engineer will issue Taking Over Certificate for each P&E as per the Employer’s Requirement and Contract. .
11.1 Completion of Outstanding Work and Remedying Defects	Supplement Clause 11.1 as follows Penalty for delay in attending the defects c1) The time limit for attending the defects during Defects Notification Period which results in non-functioning of the P&E to deliver the services shall not be more than 5 (five) calendar days from the time of receipt of notice by the Contractor from the Engineer and thereafter a penalty of Rs. 5000/- (five thousand)/P&E for each day or part thereof; of delay shall be imposed. For the purpose of counting the number of days, it will exclude the day on which the notice is received. c2) For other defects, the Contractor shall arrange the rectification of defects within 10 working days.
13.3 Variation Procedure	Add the following below the last paragraph: “For varied works of items due to variation as per Sub-Clause 1.1.6.9, determination of adjustment to the Contract Amount shall be based on the following: (a) Inputs of man-days, machine hours and quantities of materials; (i) Prevailing market rates for Materials, hiring of equipment;



	<p>(ii) Rates being paid by the Contractor for unskilled, semi-skilled and skilled worker as per the records maintained by the Contractor in accordance with the Laws;</p> <p>(b) Contractor's overheads and profit at the rate of 15 (fifteen) per cent of the cost arrived at on the basis of (a) above and;</p> <p>(c) Applicable taxes.</p> <p>No price adjustment shall apply to the varied works of the item due to variation.</p> <p>The approval for Variation shall state the period of extension of time, if any, allowed for the Variation. If no extension of time is allowed, the same shall be stated."</p>
<p>13.7 Adjustments for Changes in Legislation</p>	<p>Delete first paragraph of the Sub-Clause and Substitute deletion by the following:</p> <p>"The Contract Price shall be adjusted to take account of any increase or decrease in Cost after the Base Date resulting from:</p> <ul style="list-style-type: none"> a. a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws); or b. in the judicial or official governmental interpretation of such Laws, or c. the commencement of any Indian law which has not entered into effect until the Base Date; or d. any change in the rates of any of the Taxes or royalties on the M&P under procurement that have a direct effect on the Project <p>which affect the Contractor in the performance of obligations under the Contract."</p> <p>Insert at the end of the Sub-Clause:</p> <p>"If as a result of change in law, interpretation, or rates of taxes or royalties, the Contractor benefits from any reduction in costs for the execution of this Contract, save and except as expressly provided for in this Sub-Clause or in accordance with the provisions of this Contract, the Contractor shall, within [28] days from the date he becomes reasonably aware of such reduction in cost, notify the Employer with a copy to the Engineer of such reduction in cost."</p>
<p>13.8 Adjustments for Changes in Cost</p>	<p>Delete Paragraph 3 of this Sub-Clause and Substitute deletion by the following:</p> <p>"The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Interim Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Amount is payable. No adjustment is to be applied to work valued on the basis of Cost at current prices.</p> <p>The formula for adjustment for changes in cost shall be as follows:</p> $P_n = a + b(L_n/L_0) + c(M_n/M_0).$ <p>where: "P_n" is the adjustment multiplier to be applied to the contract amount paid against</p>



	<p>cost center / stage as per Schedule in the relevant currency for the completed stage of work;</p> <p>"a" is a fixed coefficient, stated in the table of adjustment data as given in Schedule 1 in Section 6: Financial Submission, representing the non-adjustable portion of the work;</p> <p>"b" is a fixed coefficient, stated in the table of adjustment data as given in Schedule 1 in Section 6: Financial Submission, representing the adjustable portion for <u>Labour</u> component;</p> <p>"c" is a fixed coefficient, stated in the table of adjustment data as given in Schedule 1 in Section 6: Financial Submission, representing the adjustable portion for <u>Machinery and Equipment</u> component;</p> <p>Values of a, b, and c are as detailed in Schedule 1 of Section 6: Financial Submissions</p> <p>"L_n" and "M_n" are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days, prior to the last day of the period (to which the particular payment certificate relates) as specified in the Volume I, Section 6, Financial Submission, Schedule 1:</p> <p>"L₀" and "M₀" are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date, as detailed in the Volume I, Section 6, Financial Submission, Schedule 1."</p>
<p>14.1 The Contract Price</p>	<p>Add the following after the last paragraph:</p> <p>"The Contract Price includes all duties, taxes, royalties, premiums for various insurances, licenses and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Plant and Equipment supplied for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of the Contract.</p> <p>Deemed export benefits are not applicable for the Package.</p> <p>However, If under the Foreign Trade Policy of Government of India, supply of Goods to WDFC Project funded through JICA ODA Loan qualifies as "Deemed Exports" during execution of the Package, then Contractor shall be obliged to furnish all necessary documentation notified by Govt. of India as per procedure laid down under the Foreign Trade Policy, to the Employer, in order to enable the Employer to claim the duty draw back. Such Documentation would be required to be submitted along with each application of IPC, in case, Deemed Export benefit become available on JICA ODA Loan funded Projects.</p>
<p>14.2 Advance Payment</p>	<p>Add the following to last word "payment" in the first sentence of the third paragraph:</p> <p>“, (iii) receipt of concurrence from JICA of the signed Contract Agreement and (iv) receipt of the Letter of Commitment (L/COM) (issued by JICA) by the Employer from the designated Japanese Foreign Exchange Bank in Tokyo (Foreign Currency Portion only)”</p>



	<p>Replace the words “annexed to the Particular Conditions” in the third paragraph with the following:</p> <p>“in SECTION 7: CONTRACT FORMS OF VOLUME I”</p> <p>Replace “one quarter (25%) of the amount of each payment Certificate” appearing in the second line of sub para (b) with “15% of the amount of each Payment Certificate”.</p>
<p>14.3 Application for Interim Payment Certificates</p>	<p>Delete first paragraph of this Sub-Clause and substitute by the following:</p> <p>“The Contractor shall prepare his monthly bill and submit the same by 7th of every month, in the format agreed with the Engineer, in six copies (hard) and a soft copy. This shall be accompanied by supplementary details in two hard copies and a soft copy. All hard copies shall bear the original signatures of the Contractor and submitted to the Engineer.</p> <p>If these are found in order then Engineer shall forward the same with copy of supplementary details to the Employer, with Interim Payment Certificate, as per clause 14.6, for payment by the Employer, otherwise return back all documents to the Contractor for rectification and resubmission.</p> <p>Responsibility of preferring the bill and entering the details shall vest with the Contractor. It is his responsibility to ensure that under no circumstances the payment claimed is more than the amount equivalent of Work done for that stage. If it is discovered otherwise during the check by the Engineer or the Employer, then a warning will be issued in the first instance and in the second instance amount equivalent to 10% of excess claimed shall be forfeited besides denying the extra claim.</p> <p>While submitting the bills all supplementary details like, Inspection Certificate of different stages as applicable, drawings, approvals, calculations, etc. of the concerned P&E, shall accompany the bill so that payment can be substantiated</p> <p>by the Engineer as well as the Employer.</p> <p>Even if no stage of work is completed during the month or Contractor does not choose to prefer a bill a ‘NIL’ bill shall be submitted by him.”</p> <p>In the third line of sub-para (a) of 2nd paragraph, delete the word “(g)” and substitute by “(h)”</p> <p>Add the following paragraph at the end “(h) any amount to be deducted for taxes in accordance with the applicable laws.</p>
<p>14.4 Schedule of Payment</p>	<p>Delete this Sub-Clause and substitute by the following:</p> <p>“The Employer shall make interim payments to the Contractor as certified by the Engineer under Sub-Clause 14.6 on the basis of the payment stages defined in the respective Price Schedules for the Works executed as determined in accordance with the following procedure:</p> <p>(a) The entire Works have been divided into twenty-two (22) cost centers as 4.1 to 4.22 along with their respective weightage percentages of the Contract Price in Schedule 4 of Section-6. Each of the cost centres has been broken</p>



	<p>into items of works with percentage weightage of the respective cost centers of the works as indicated in Schedules 4.1 to 4.22.</p> <p>(b) The Contractor shall base its claim for interim payment for the P&E supplied and on issue of Taking Over Certificate by Engineer till the end of the month for which the payment is claimed, supported with documents and an up-dated programme in accordance with the Employer's Requirements.</p> <p>(c) The weightage/percentage assigned to cost centre will apply only to the Contract Price stated in the Contract Agreement. It shall not apply to any additions or subtractions to the Contract Price arising from the issue of any Variation Orders. Each Variation Order shall specify the manner of interim payments and completion of stages for it.</p>
<p>14.5 Plant and material intended for the work</p>	<p>Deleted</p>
<p>14.7 Payment</p>	<p>Replace the whole with the following:</p> <p>“All payments under the Contract shall be made in accordance with the JICA Guidelines for Procurement under Japanese ODA Loans Payment to the Contractor of the foreign portions using the proceeds of the Loan shall be made by the Commitment Procedure (as set forth in the Loan Agreement between the Government of India and JICA). The local currency portion will be paid to the designated bank of the Contractor under the reimbursement procedure.</p> <p>Payment to the Contractor in local currency which is not to be covered by the JICA ODA Loan shall be made directly into a bank account nominated by the Contractor.</p> <p>Charges associated with the transfer of funds from JICA to the Contractor's account including opening and amendment commissions of the Letter of Credit shall be borne by the Employer.</p> <p>The amount due to the Contractor towards advance payment or under any Interim Payment Certificate issued by the Engineer pursuant to this Sub-Clause, or to any to other term of the Contract, shall, subject to Sub-Clause 8.7 [Delay Damages], be paid by the Employer to the Contractor within 56 calendar days (both foreign currency portion and local currency portion) after the Engineer receives the Statement and supporting document or in the case of the Final Payment Certificate pursuant to Sub-Clause 14.13 [Issue of Final Payment Certificate], within 84 calendar days (both foreign currency portion and local currency portion) after the agreed Final Statement and written discharge have been submitted to the Engineer for certification.</p> <p>Provided always that the time of payment shall mean the time when all necessary documents for payment are issued by the Employer to the Contractor or JICA.</p> <p>The payment shall be made to the JV/Consortium/Association. However, in case of Consortium/Association, the direct payment to individual members of Consortium/Association can be made; on joint certification by the Authorized Signatory of the Consortium/Association and concerned respective Authorized Signatories of individual constituent members, after making requisite recoveries/ deduction from the Gross payment. In this case, a notarized MOU jointly signed</p>



	by Authorized Representative of all the constituent members of the Consortium/Association to this effect need to be submitted to the Employer on commencement of the Work.”
14.9 Payment of Retention Money	Replace the first and second paragraph of the sub clause 14.9 with the following: - (a) The first half of the retention money for the Section shall be paid after the issuance of the Taking Over Certificate by the Engineer for the respective Section. (b) The outstanding balance of the retention money for a Section shall be paid after the latest expiry date of the Defect Notification Period of the P&E in the Section.
15.2 Termination by Employer	Delete 15.2 d
15.6 Corrupt and Fraudulent Practice	<p>If the Employer determines that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2 [Termination by Employer].</p> <p>Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive or coercive practice during the execution of the Works, then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].</p> <p>For the purposes of this Sub-Clause,</p> <p>(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the Contract execution.</p> <p>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designated to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.</p> <p>(iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designated to establish bid prices at artificial non-competitive levels.</p> <p>(iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.</p>
16.2 Termination by Contractor	Delete the following words from Sub-Clause 16.2 (e): “or Sub-Clause 1.7[Assignment]”
17.3 Employer's Risk	Delete Sub Clause 17.3 (h).



<p>17.6 Limitation of Liability</p>	<p>Supplement this Sub-Clause with the following; Limitation of Liability shall be 100% of the value of Plant and Equipment(s). This excludes the indemnity, insurance, delay damages etc. as stated in this Contract.</p>
<p>18.1 General Requirements for Insurances</p>	<p>In 6th para, modify Sub-Clause (b) as follows: “copies of the policies for the insurances described in Sub- Clause 18.2 [Insurance for Works and Contractor’s Equipment], Sub- Clause 18.2 (d) covering insurance for Employer’s Risk listed in sub-paragraphs (c) and (g) of Sub-Clause 17.3 [Employer’s Risk] & Sub – Clause 18.3 [Insurance against Injury to Person and Damage to Property and Sub- Clause 18.5 [Professional Indemnity Insurance].”</p>
<p>18.2 Insurance for works and Contractor’s Equipment</p>	<p>Add 4th paragraph as under The insuring party shall insure, in accordance with statutory requirements, the Contractor’s vehicles being used at the site in connection with the Works. In Sub-paragraph 4 (d), delete the words “(c), (g) and (h)”, and substitute by the words “(c) and (g)”.</p>
<p>18.3 Insurance against Injury to Persons and Damage to Property</p>	<p>Add the following at the end of this Sub-Clause: “The insurance policy shall include a cross liability clause such that the insurance shall apply to the Employer, the Contractor and Specialist/Other Manufacturer(s) (wherever applicable) as separately insured. The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub- Contractor (wherever applicable), other than death or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.”</p>
<p>18.5 Professional Indemnity Insurance</p>	<p>Add the following Sub-Clause 18.5: “The Contractor shall provide evidence of professional indemnity insurance carried by its Designer for the Works. The Professional Indemnity Insurance shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than that set down in the Appendix to Bid and shall be maintained in full force and effect from the date of commencement of the Works until three (3) years after the date of completion of the Defects Notification Period. The Engineer will not issue any payment certificate until the Contractor has provided evidence of this insurance and its period of effectiveness.”</p>
<p>19.1 Definition of Force Majeure</p>	<p><u>Replace (v) of the 2nd para with:</u> “(v) Natural Catastrophe which may include earthquake, volcanic activity, floods, & storms of high intensity such as typhoons and hurricane.”</p>



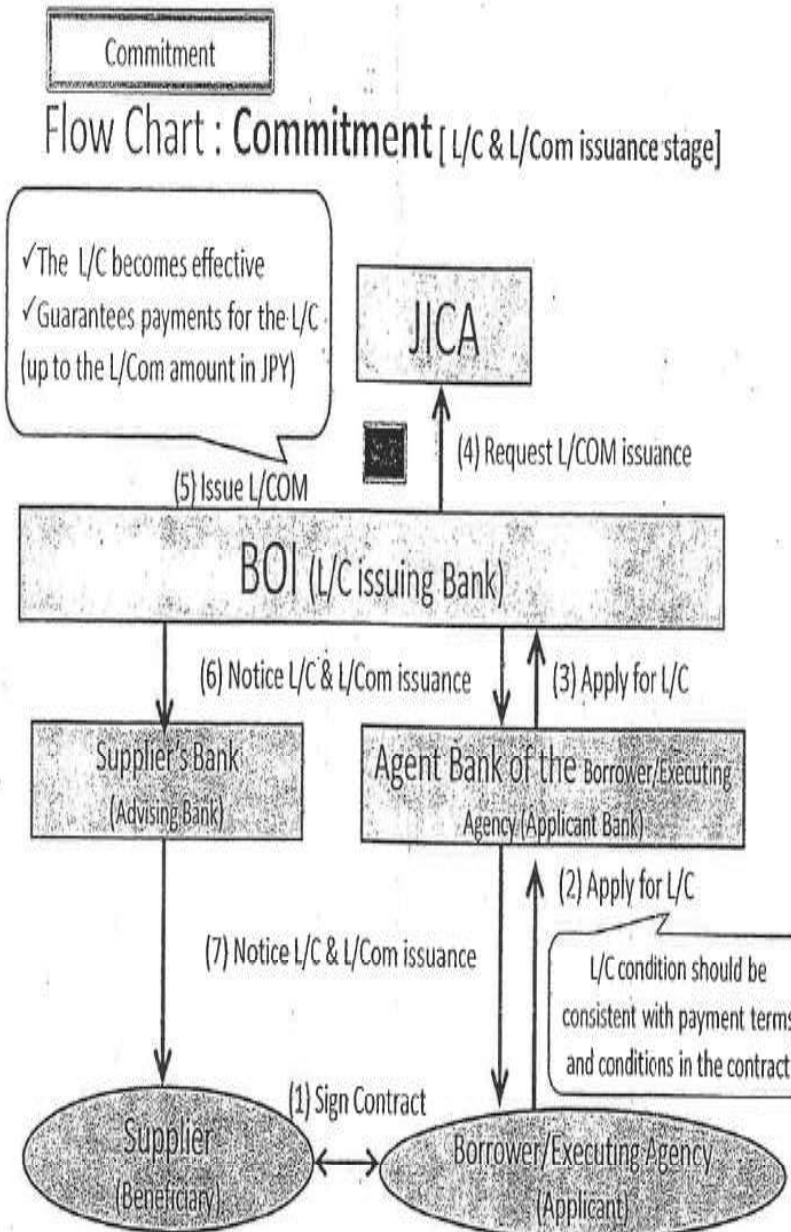
<p>20.2 Appointment of the Dispute Adjudication Board</p>	<p>Delete the sub Clause and substitute with the following:</p> <p>“Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision]. The Parties shall jointly appoint a DAB within 90 days of signing of the Contract Agreement.</p> <p>The DAB shall comprise of three members. One member each shall be appointed by the respective parties within 30 days of signing of the Contract Agreement and the two members so nominated shall select the chairperson within 60 days of the signing of the Contract Agreement. The DAB shall meet only when a dispute is referred to it.</p> <p>The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.</p> <p>The terms of the remuneration of each of the three members shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.</p> <p>If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB. Unless the Parties agree otherwise, the appointment will come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.</p> <p>The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire upon expiry of this agreement but only after the DAB has given its decision on the dispute referred to it under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board’s Decision].”</p>
<p>20.3 Failure to Agree on Dispute Adjudication Board</p>	<p>Delete the Sub-Clause and substitute with the following:</p> <p>“If any of the following conditions apply, namely:</p> <p>(a) Either Party fails to nominate a member of the DAB by the date stated in the second paragraph of Sub Clause 20.2 (Appointment of the Dispute Adjudication Board).</p> <p>(b) the two members appointed by the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or</p> <p>(c) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,</p> <p>then the appointing entity or official named in the Appendix to Tender shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration</p>



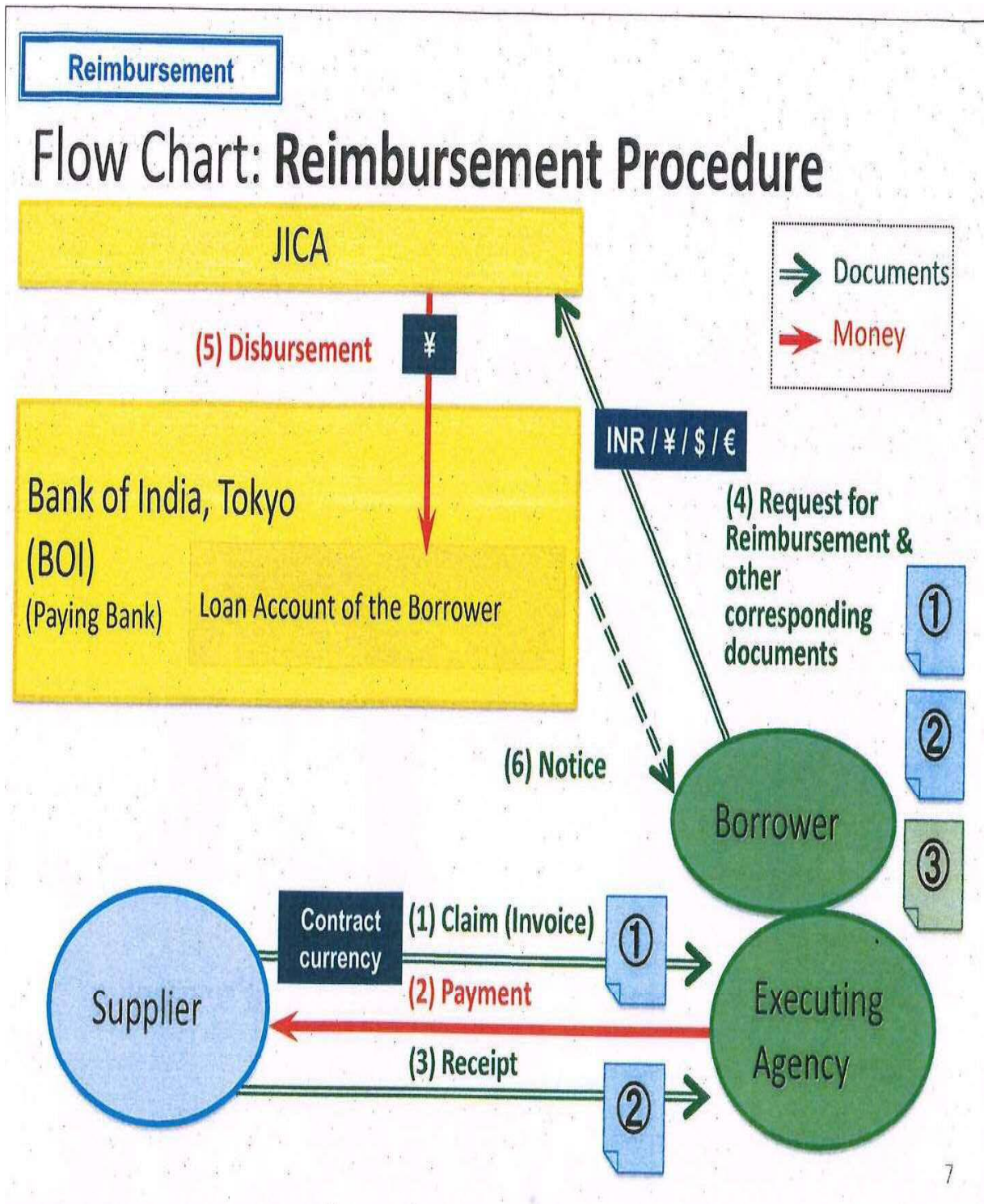
	of the appointing entity or official.”
20.6 Arbitration	<p>Delete and substitute the following new sub-clauses:</p> <p>“Any dispute not settled amicably and in respect of which the DAB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both parties, arbitration shall be conducted as follows:</p> <p>(a) For contract with foreign contractors</p> <p>(i) International arbitration in accordance with the rules of arbitration of the International Chamber of Commerce.</p> <p>(ii) The seat of arbitration shall be Singapore or Dubai or Delhi as decided mutually by both parties during the Contract Negotiations.</p> <p>(iii) The number of Arbitrators shall be three (3) and language of communication will be English.</p> <p>(b) For contract with domestic contractors (For the purpose of this sub-clause, the term “Domestic Contractor” means a Contractor who is registered in India and is juridical person created under Indian Law as well as a joint venture/Association/Consortium between an Indian partner and a foreign partner where Indian partner is authorized representative of the (JV)/Association/Consortium or Lead Member).</p> <p>(i) In accordance with rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or such other rule as may be mutually agreed by the parties and shall be subject to the provision Indian Arbitration and Conciliation Act, 1996.</p> <p>(ii) The seat of arbitration shall be New Delhi.</p> <p>(iii) The number of Arbitrators shall be three (3) and language of communication will be English.</p> <p>The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DAB, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.</p> <p>Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the works. The obligations of the Parties the Engineer and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works.”</p>



Flow Chart: For Payment under Commitment Procedure



Flow Chart : For Payment under Reimbursement Procedure



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SECTION 6: FINANCIAL SUBMISSIONS

Letter of Price Bid

Schedules of Bid Prices

Schedule 1	Schedule of Adjustment Data
Schedule 2	Preamble to the Price Schedule
Schedule 3	Price Schedule – Currency wise Breakup of Bid Price against Various Cost Centre for Payment Purpose
Schedule 4	Payment Schedule
Schedule 5	Anticipated Cash Flow for the Works



Letter of Price Bid

Date: _____
 Loan No.: ID P-209
 Invitation for Bid No.: [insert No. of IFB]

To: Dedicated Freight Corridor Corporation of India Ltd.
 5th Floor, Pragati Maidan Metro Station Building Complex
 New Delhi – 110 001

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including all addenda numbers issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bidding Document (including all Addenda) and Technical Bid submitted for ICB No. _____ consisting of the following Works: _____
- _____
- _____

- (c) The total price of our bid, excluding any discounts offered in item (d) below is:

Name of payment currency	A Amount of currency		B Rate of exchange (Foreign currency per unit of Japanese Yen)	C Foreign currency equivalent C = A x B
	(In figures)	(In words)		
Local Currency (INR) #				
Foreign currency-1# (Japanese Yen)			1.00	
Foreign currency -2 #				
Foreign currency -3 #				
Equivalent BID PRICE [BP] (In Japanese Yen)-Y				
Equivalent Bid Price [BP] in INR-X#				

The exchange rate for conversion shall be RBI Reference Rate corresponding to Base Date, as specified in ITB 34.1 (BDS)

- (d) We offer -----% (in figures) -----percent (in words) discount and the methodology for its application is -----
- (e) Our bid shall be valid for a period of ----- days (refer ITB 18.1) from the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted:
- i. We commit to submit a performance security in accordance with the Bidding Document;
 - ii. We undertake to receive the payments against the completion of works as per Clause c along with Clause d above and under various Cost Centers in respective currency portions as filled by the Bidder in the Schedule 3: Price Schedule – Currency wise Breakup of Bid Price against various Cost Centre for Payment Purpose of Local (INR)



and Foreign Currencies and Schedule 4 – Payment Schedule

- (g) We understand that this bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Bidder's Authorized Signatory:

Signature: _____

Name: _____

Position: _____

Date: _____

Company Stamp



Schedule 1: Schedule of Adjustment Data

- (i) Table A provides the coefficients to be used for local currency.
- (ii) In Table B, the Bidder shall (a) indicate its proposed source and base values of indices for foreign currency elements of cost, and (b) derive its proposed weightings for foreign currency payment. In the case of very large and/or complex works contracts, it may be necessary to specify several families in price adjustment formula corresponding to the different works involved.

Table A. Local Currency

GC Sub-Clause 13.8: The coefficients estimated proportion of each cost element related to execution of works is provided in the tables below:

A	B	C	D	E	F
Index code	Index description	Source of Index	Base value and date	Bidder's related currency amount	Bidder's proposed weighting
NA	Non-adjustable Labour	The All India Consumer Price Index for Industrial Workers			a: 0.20 b: 0.25
1318000000	Machinery and Equipment	The Wholesale Price Index for 'Manufacture of Machinery & Equipment'			c: 0.55

Note: The indices during the project implementation shall be taken from those published by Reserve Bank of India as given below:

Bidder's Authorized Signatory

Signature: _____

Name: _____

Position: _____

Date: _____

Company: _____

Company Stamp



Table B. Foreign Currency

State type: Japanese Yen / Other Tradable Foreign Currencies (not exceeding two)

A	B	C	D	E	F
Index code	Index description	Source of index	Base value and date	Bidder's related source currency in type/amount ¹	Bidder's proposed weighting
	a: Non-adjustable b(to specify) c(to specify)	—	—	—	a: 0.20 b: c: :
Total					1.00

Foreign Currency (Japanese Yen)

Note:

The Index Description 'B' and 'C' to be specified by the Bidder in 2nd column of Table B above are the Foreign Currency Component corresponding to the similar coefficients 'b' and 'c' with weightage in the same range applicable for Local Currency as specified in Table A.

Note: Submit Table C and D: Other tradable Foreign currencies:

Bidder shall provide the Indices with relevant source in the same format as of Table B

Prefix 1: Bidder's related source currency in type and amount shall be indicated, if price adjustment payments are made in a currency other than the currency of the source of the indexed input.

Bidder's Authorized Signatory

Signature: _____

Name: _____

Position: _____

Date: _____

Company: _____

Company Stamp



Schedule 2: Preamble to Price Schedule

- 1 The Price Schedules shall be read in conjunction with the “Instructions to Bidders”, “General Conditions”, “Particular Conditions” and “Employer’s Requirements- General and Particular Technical Specifications” forming a part of these Bid Documents.
- 2 The Bidder shall quote a Bid Price for the Works described in Employer’s Requirements as per Volume II and as per Clause 14.1 of the Conditions of Contract.
- 3 The Bid Price shall cover all the items of the Works as detailed in the “Vol. II - Employer’s Requirements – Section 8 (General Specifications) and Section 9 (Particular Technical Specifications) including its attachments as well as conforming to all specifications and stipulations laid down in the Bid Documents and all addenda/corrigenda thereof issued before the last date of submission of Bids.
- 4 The Price Bid shall be inclusive of all costs of design, drawings, reports, survey, site facilities, installation equipment, plant, instruments, labour, supervision, materials, erection, testing and trials, training temporary works, maintenance manuals, site access, storage, security, safety, defect rectification during the Defects Notification Period, license, inspection fees, profit, duties, taxes, levies, royalties, building & other construction workers welfare cess as per applicable law together with all general risks, liabilities and obligations set out or implied in the Contract as on the date 28 days prior to the last date of submission of the Bid. The Contract Price shall not be adjusted to take account any unforeseen difficulties or costs, unless otherwise provided for in the Agreement. Unless otherwise stated in the Contract, the Contract Price shall cover Contractor’s all obligations under the Contract and all things necessary for proper design, manufacture, supply, installation, testing, commissioning and remedying of any Defects in the Works during the Defect Notification Period.
- 5 The Bidder is deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of the Contract and to have quoted the Bid Price accordingly. The quoted Bid Price shall include all incidental and contingent expenses and risks of every kind necessary to design, manufacture, supply, test and commission and remedy defects during Defect Notification Period in accordance with the Contract. Payment of all items will be made on a Bid Price basis in accordance with the Conditions of Contract and as specified herein. The item descriptions, given in the Schedules, in no way limit the Contractor's obligations under the Contract to provide all the Works described in the Employer’s Requirements (General & Particular Technical Specifications).
- 6 The Bidder shall submit its Bid inclusive of all taxes, including Goods & Services



Tax (GST), both for domestic and imported items and in compliance to ITB. Corporate tax on income from this contract will be paid by Contractor as per laws. Further, Employer will deduct Tax at Source (TDS) from interim payments as mandated by the tax laws/rules.

- 7 The Employer shall make interim payments to the Contractor in accordance with the provisions of Sub-Clause 14.4 of Conditions of Contract, as certified by the Engineer on the basis of the progress achieved for the supply of P&E of each Section of the Works as defined in the Payment Schedule (Schedule 4) included herewith..
- 8 The Contractor shall base its claim for the Interim Payment as per Sub-clause 14.3 of Conditions of Contract (Volume I) for each stage for various items of Work on the basis of actual progress of Work executed for that stage for which the payment is claimed as per the Payment Schedule as specified in Schedule 4 herein below and duly supported with the relevant documents.
- 9 The Prices in the Price Schedule (Schedule 3) shall be filled in with indelible ink or be type written. The person authorized to sign on behalf of the Bidder shall sign in full with date at the bottom of all pages of all the Schedules.
- 10 Adjustment for changes in cost shall be made in accordance with Sub-clause 13.8 of the Conditions of Contract (Volume 1) and Schedule 1 (Volume I).



SCHEDULE 3:

Price Schedules – Currency wise Breakup of Bid Price against Various Cost Centre for Payment Purpose

	Description of Cost Centre	Weightage of Cost Centre (% of total Bid Price)	Weightage of Cost Centre - Foreign Currency (JPY) Portion Out of Column-(2) * in terms of percentage	Foreign Currency (JPY) Column no-(3) x Conversion Factor (INR to JPY as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-2, Portion# Out of Column-(2) * in terms of percentage	Foreign Currency (2) Column no-(5) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-3, Portion# Out of Column-(2) * in terms of percentage	Foreign Currency (3) Column no-(7) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost centre- Local Currency #Portion Out of Column-(2) *	Local Currency in INR Column no-(9) x Bid Price in INR(X)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
1	4.1 - Continuous Tamping Machine with integrated dynamic stabilizer	10.28								
2	4.2 - Ballast Regulating Machine with Hopper	2.69								
3	4.3 -Shoulder Ballast Cleaning Machine	2.49								
4	4.4 - Points and Crossing Tamping Machine	2.68								
5	4.5 - Dynamic Stabilizer	1.15								
6	4.6 - Duomatic Two Sleeper Tamping Machine	2.33								
7	4.7 - Mobile Rail Grinding Machine	14.30								
8	4.8 - Track Recoding Car (TRC)	4.90								
9	4.9 - OHE Recording Car	4.68								



	Description of Cost Centre	Weightage of Cost Centre (% of total Bid Price)	Weightage of Cost Centre - Foreign Currency (JPY) Portion Out of Column-(2) * in terms of percentage	Foreign Currency (JPY) Column no-(3) x Conversion Factor (INR to JPY as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-2, Portion# Out of Column-(2) * in terms of percentage	Foreign Currency (2) Column no-(5) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-3, Portion# Out of Column-(2) * in terms of percentage	Foreign Currency (3) Column no-(7) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost centre-Local Currency #Portion Out of Column-(2) *	Local Currency in INR Column no-(9) x Bid Price in INR(X)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	(ORC)									
10	4.10 - Inspection Vehicle	2.24								
11	4.11 - Rail bound mobile vehicle for Civil Engineering works with MMU Equipment	11.59								
12	4.12 - Tower Wagon 8-wheeler	14.61								
13	4.13 - Bridge Inspection Vehicle	1.59								
14	4.14 - Rail cum road Multi Utility Vehicle with MMU Equipment	1,40								
15	4.15 - Rail cum Road vehicle with crane for Civil Works	0.69								
16	4.16 - Rail cum Road vehicle with crane for OHE Works	0.46								
17	4.17 - PSI equipment testing Van (Road only)	0.31								
18	4.18 - Rail cum Road based elevated working platform	10.02								



	Description of Cost Centre	Weightage of Cost Centre (% of total Bid Price)	Weightage of Cost Centre - Foreign Currency (JPY) Portion Out of Column-(2) * in terms of percentage	Foreign Currency (JPY) Column no-(3) x Conversion Factor (INR to JPY as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-2, Portion# Out of Column-(2) * in terms of percentage	Foreign Currency (2) Column no-(5) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-3, Portion# Out of Column-(2) * in terms of percentage	Foreign Currency (3) Column no-(7) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost centre-Local Currency #Portion Out of Column-(2) *	Local Currency in INR Column no-(9) x Bid Price in INR(X)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	(MEWP)									
19	4.19 - Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) Detector	1.39								
20	4.20 - Ballast Hopper Wagon with remote control discharge	7.70								
21	4.21 - OHE Rehabilitation/Renewal Equipment	1.54								
22	4.22 - Flat wagon for carrying Rails	0.96								

* The weightage mentioned in Column no-2 should be equal to the sum of weightages mentioned in column no-3, 5, 7 & 9 i.e. Col no-2 = Col no.3+ Col no. 5+ Col No. 7+ Col no. 9.



(a) For the purposes of better appreciation of the Bidder's Bid Price, the Bidder should indicate separately the rate of all the applicable taxes as on the base date and total amount of taxes, including GST, included in his Price Bid. Post bid submission, DFCCIL will not admit any change in either the tax components or tax rates beyond the list given in Bidder's price bid, unless dictated by law of the land as per PC 13.7. In case, any reduction in Taxes, Custom duty or any benefit results due to any change in Laws or Interpretation of the existing Laws, the Contractor shall pass on the Financial benefit to the Employer. In order to facilitate the Employer to avail deemed export benefit the Contractor has to furnish the following documents:

- (i) Disclaimer Certificate- in a Format approved by the Employer with regard to Contractor not claiming the Deemed Export Benefits.
- (ii) Invoice/Bills of entry evidencing payment of total import charges, including Basic Custom Duty.
- (iii) Any other Document required as per Foreign Trade Policy (FTP)

Name of Bidder

Signature of Bidder



SCHEDULE 4: Payment Schedule

- (1) Payment to the Contractor shall be made for the different Sections of the Work as stated in 'Definition of Sections and Time for Completion (Sub-clauses 1.1.3.3 and 1.1.5.6 of GCC & Schedule of Payment 4.1 to 4.22.
- (2) The Works has been divided into twenty-two Cost Centers along with their respective weightage percentages of the Contract Price in the Price Schedules. The value of each Cost Centre shall be based on a Contract Price applying the weightage assigned to the Cost Centre. For further estimating the interim payment, the Plant and Equipment is categorized into two groups for the purpose of payment namely;

Group A: All P&E covered under Employer's Requirements - Particular Technical Specifications Clause No. 9.1, 9.2, 9.3, 9.4, 9.6, 9.8 and 9.9 of Vol II (Payment Schedule No. 4.1 to 4.13, 4.18, 4.20 and 4.21

Group B: All P&E covered under Employer's Requirements – Particular Technical Specifications Clause No. 9.5, 9.7 and 9.10 of Vol II (Payment Schedule No. 4.14 to 4.17, 4.19 and 4.22)
- (3) For Group A of P&E, the payment of 90% (ninety percent) of the Contract Price of the respective P&E (as apportioned in the respective cost centres) shall be made to the Contractor as follows:
 - a. For imported P&E: Either fully assembled or supplied in CKD/SKD form to be assembled at Employer's site, on proof of despatch (consisting of Bill of Lading along with proof of Insurance, Employer's inspection certificate and related documents as per the Contract);
 - b. For indigenously manufactured P&E: Either on proof of despatch from the manufacturing plant of the Specialist/Other Manufacturer in fully assembled or supplied in kit form to be assembled at Employer's site, duly submitting documents of proof of despatch, insurance, Employer's inspection certificate and related documents as per the Contract;

The above Payments shall be made on submission of Bank Guarantee for an equivalent amount valid for a period of 56 days over the Scheduled Time of completion of the respective Section. The Bank Guarantee shall be released on certification by the Engineer on receipt in full and assembly at site of respective P&E. The BG shall be issued by a scheduled commercial bank based in India and shall be sent to the Employer directly by the issuing bank under registered post (AD) or by speed post or by courier service or any other mode acceptable to Employer.
 - c. On receipt at Employer site, duly certified by Engineer of receipt in full and related documents as per the Contract and shall not require submission of Bank Guarantee
 - d. Balance 10% (ten percent) of the payment shall be payable on issue of Taking Over Certificate as per Employer's Requirements vide Clause 3.4 of Vol II pertaining to commissioning, Site Acceptance Tests and Oscillation test, as applicable for respective P&E of each Section.
 - e. For Group B of P&E, 100% (one hundred percent) payment shall be due on issue of Taking Over Certificate for respective P&E of each Section.
- (4) Contractor would also have to ensure that the machinery & equipment have been handled with care and delivered to site undamaged and also when brought to Contractor's Depot or at site of Permanent Works are properly stored against loss & pilferage, damage and deterioration
- (5) Proper up to date records of receipt, storage and use in the permanent works should be maintained by the Contractor and should be available for inspection by the Engineer.



- (6) Deduction from Interim Payment Certificate shall be made towards Retention Money as per the provisions of ATB 14.3(c) of Conditions of Contract and shall be deducted from all payments under Payment Schedules 4.1 to 4.22. However, Retention Money shall not be deducted from the Interim Payment Certificates for Advance Payment.
- (7) Responsibility of preferring the bill and entering the details shall vest with the contractor. It is his responsibility to ensure that under no circumstances, the payment claimed is more than the amount equivalent of the work done in a Section. Format for bill submission shall be agreed between the Engineer and the Contractor and devised during design approval stage.
- (8) Even if no stage of work is completed during the month or Contractor does not choose to prefer a bill, a 'NIL' bill shall be submitted by him.
- (9) Methodology for claiming payment:
 - a. The Contractor shall prepare his monthly bill in the agreed format as per para (7) above in accordance with PC 14.3. This shall be accompanied by supplementary details in four hard copies and a soft copy. All hard copies shall bear the original signatures of the Contractor or his authorized signatory and submitted to the Engineer.
 - b. If these are found in order then Engineer shall forward two certified copies of the bill along with certified supplementary details to the Employer, with his recommendations for payment; otherwise Engineer will return all documents to the Contractor for rectification and re-submission.



Schedule 4: PAYMENT SCHEDULE SUMMARY			
S. No.	Cost Centre	Percentage of Contract Price (%)	Schedule
1	2	3	4
1	Continuous Tamping Machine with integrated dynamic stabilizer (Key Machine)	10.28	4.1
2	Ballast Regulating Machine with Hopper (Key Machine)	2.69	4.2
3	Shoulder Ballast Cleaning Machine (Key Machine)	2.49	4.3
4	Points and Crossing Tamping Machine (Key Machine)	2.68	4.4
5	Dynamic Stabilizer Key Machine)	1.15	4.5
6	Duo-matic Two Sleepers Tamping Machine (Key Machine)	2.33	4.6
7	Mobile Rail Grinding Machine (Key Machine)	14.30	4.7
8	Track Recoding Car (TRC) (Key Machine)	4.90	4.8
9	OHE Recoding Car (ORC) (Key Machine)	4.68	4.9
10	Inspection Vehicle (Key Machine)	2.24	4.10
11	Rail bound mobile Vehicle for Civil Engineering works with MMU Equipment (Key Machine)	11.59	4.11
12	Tower Wagon 8-wheeler (Key Machine)	14.61	4.12
13	Bridge Inspection Vehicle (Key Machine)	1.59	4.13
14	Rail cum Road Multi Utility Vehicle with MMU Equipment	1.40	4.14
15	Rail cum Road vehicle with crane for Civil Works	0.69	4.15
16	Rail cum Road vehicle with crane for OHE Works	0.46	4.16
17	PSI equipment testing Van (Road only)	0.31	4.17
18	Rail cum Road based vehicle with motorized elevated working platform (MEWP) (Key Machine)	10.02	4.18
19	Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) Detector (Key Machine)	1.39	4.19
20	Ballast Hopper Wagon with remote control discharge	7.70	4.20
21	OHE Rehabilitation/Renewal Equipment (Key Machine)	1.54	4.21
22	Flat Wagon for carrying Rails	0.96	4.22
	Grand Total	100.0%	

I/We accept the above percentage as filled in column 3 by the Employer for the apportionment of the Contract Price for completion of the Works corresponding to the items given above, and for estimating interim payments in accordance with schedule- 4.1 to 4.25 and Sub-Clause 14.4 of Conditions of Contract. The aforesaid percentages are fixed and not negotiable.

Name of Bidder

Signature of Bidder



Schedule 4.1								
Basis of Payment for Interim Payments of Continuous Tamping Machine with integrated dynamic stabilizer								
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
Continuous Tamping Machine with Integrated Dynamic Stabilizer	Section B	Supply of First Continuous Tamping Machine with Integrated Dynamic Stabilizer	4.1.1	First Stage Payment	30.00	10.28%	On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Test of First Continuous Tamping Machine with Integrated Dynamic Stabilizer	4.1.2	Second Stage of Payment	3.34		On issue of Employer's Taking Over Certificate	
	Section C	Supply of Second Continuous Tamping Machine with Integrated Dynamic Stabilizer	4.1.3	First Stage of Payment	30.00		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Second Continuous Tamping Machine with Integrated Dynamic Stabilizer	4.1.4	Second Stage of Payment	3.33		On issue of Employer's Taking Over Certificate	
	Section D	Supply of Third Continuous Tamping Machine with Integrated Dynamic Stabilizer	4.1.5	First Stage of Payment	30.00		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Third Continuous Tamping Machine with Integrated Dynamic Stabilizer	4.1.6	Second Stage of Payment	3.33		On issue of Employer's Taking Over Certificate	
					Total		100	

Name of Bidder
Signature of Authorized Signatory



Schedule 4.2								
Basis of Payment for Interim Payments of Ballast Regulating Machine with Hopper								
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
Ballast Regulating Machine with Hopper	Section B	Supply of First Ballast Regulating Machine with Hopper	4.2.1	First Stage Payment	22.50	2.69 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Testing of First Ballast Regulating Machine with Hopper	4.2.2	Second Stage of Payment	2.50		On issue of Employer's Taking Over Certificate	
	Section C	Supply of Second Ballast Regulating Machine with Hopper	4.2.3	First Stage of Payment	22.50		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Second Ballast Regulating Machine with Hopper	4.2.4	Second Stage of Payment	2.50		On issue of Employer's Taking Over Certificate	
	Section D	Supply of Third Ballast Regulating Machine with Hopper	4.2.5	First Stage Payment	22.50		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Testing of Third Ballast Regulating Machine with Hopper	4.2.6	Second Stage of Payment	2.50		On issue of Employer's Taking Over Certificate	
	Section E	Supply of Fourth Ballast Regulating Machine with Hopper	4.2.7	First Stage Payment	22.50		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Testing of Fourth Ballast Regulating Machine with Hopper	4.2.8	Second Stage of Payment	2.50		On issue of Employer's Taking Over Certificate	
					Total		100	

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.3							
Basis of Payment for Interim Payments of Shoulder Ballast Cleaning Machine							
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Shoulder Ballast Cleaning Machine	Section E	Supply of Shoulder Ballast Cleaning Machine	4.3.1	First Stage Payment	90	2.49 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of Shoulder Ballast Cleaning Machine	4.3.2	Second Stage of Payment	10		On issue of Employer's Taking Over Certificate
				Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.4							
Basis of Payment for Interim Payments of Points & Crossing Tamping Machine							
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Point & Crossing Tamping Machine	Section B	Supply of Point & Crossing Tamping Machine	4.4.1	First Stage Payment	90	2.68 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of Point & Crossing Tamping Machine	4.4.2	Second Stage of Payment	10		On issue of Employer's Taking Over Certificate
					Total		100

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.5							
Basis of Payment for Interim Payments of Dynamic Stabilizer							
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Dynamic Stabilizer	Section B	Supply of First Dynamic Stabilizer	4.5.1	First Stage Payment	90	1.15 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of First Dynamic Stabilizer	4.5.2	Second Stage of Payment	10		On issue of Employer's Taking Over Certificate
		Total					100

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.6								
Basis of Payment for Interim Payments of Duo-matic Two Sleeper Tamping Machine								
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
Duomatic Two Sleeper Tamping Machine	Section A	Supply of First Duomatic Two Sleeper Tamping Machine	4.6.1	First Stage Payment	45	2.33 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Testing of First Duomatic Two Sleeper Tamping Machine	4.6.2	Second Stage of Payment	5		On issue of Employer's Taking Over Certificate	
	Section B	Supply of Second Duomatic Two Sleeper Tamping Machine	4.6.3	First Stage of Payment	45		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Second Duomatic Two Sleeper Tamping Machine	4.6.4	Second Stage of Payment	5		On issue of Employer's Taking Over Certificate	
					Total		100	

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.7							
Basis of Payment for Interim Payments of Mobile Rail Grinding Machine							
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Mobile Rail Grinding Machine	Section A	Supply of Mobile Rail Grinding Machine	4.7.1	First Stage Payment	90	14.30 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of Mobile Rail Grinding Machine	4.7.2	Second Stage of Payment	10		On issue of Employer's Taking Over Certificate
				Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.8							
Basis of Payment for Interim Payments of Track Recording Car							
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Track Recording Car (TRC)	Section A	Supply of Track Recording Car (TRC)	4.8.1	First Stage Payment	90	4.90 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of Track Recording Car (TRC)	4.8.2	Second Stage of Payment	10		On issue of Employer's Taking Over Certificate
				Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.9							
Basis of Payment for Interim Payments of OHE Recording Car							
Cost Centre	Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
OHE Recording Car (ORC)	Section B	Supply of OHE Recording Car (ORC)	4.9.1	First Stage Payment	90	4.68 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of OHE Recording Car (ORC)	4.9.2	Second Stage of Payment	10		On issue of Employer's Taking Over Certificate
				Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.10							
Basis of Payment for Interim Payments of Inspection Vehicle							
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Inspection Vehicle	Section A	Supply of First Inspection Vehicle	4.10.1	First Stage Payment	45	2.24 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of First Inspection Vehicle	4.10.2	Second Stage of Payment	5		On issue of Employer's Taking Over Certificate
	Section C	Supply of Second Inspection Vehicle	4.10.3	First Stage Payment	45		On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning of Second Inspection Vehicle	4.10.4	Second Stage of Payment	5		On issue of Employer's Taking Over Certificate
				Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.11								
Basis of Payment for Interim Payments of Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment								
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	Section A	Supply of First Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	4.11.1	First Stage Payment	8.18	11.59%	On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Testing of First Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	4.11.2	Second Stage of Payment	0.92		On issue of Employer's Taking Over Certificate	
	Section B	Supply of First Lot of 5 No's Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	4.11.3	First Stage of Payment	40.91		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of First Lot of 5 Nos. Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	4.11.4	Second Stage of Payment	4.54		On issue of Employer's Taking Over Certificate	
	Section C	Supply of Second Lot 5 No's of Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	4.11.5	First Stage of Payment	40.91		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Second Lot of 5 No's Rail bound mobile vehicle for Civil Engineering Works with MMU Equipment	4.11.6	Second Stage of Payment	4.54		On issue of Employer's Taking Over Certificate	
					Total		100	



Name of Bidder
 Signature of Authorized Signatory



Schedule 4.12								
Basis of Payment for Interim Payments of Tower Wagon 8-wheeler								
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
Tower Wagon 8-wheeler	Section A	Supply of First Tower Wagon 8-wheeler	4.12.1	First Stage Payment	7.50	14.61 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Testing of First Tower Wagon 8-wheeler	4.12.2	Second Stage of Payment	0.84		On issue of Employer's Taking Over Certificate	
	Section B	Supply of First Lot of 4 Nos. Tower Wagon 8-wheeler	4.12.3	First Stage of Payment	30.00		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of First Lot of 4 Nos. Tower Wagon 8-wheeler	4.12.4	Second Stage of Payment	3.33		On issue of Employer's Taking Over Certificate	
	Section C	Supply of Second Lot of 4 Nos. Tower Wagon 8-wheeler	4.12.5	First Stage of Payment	30.00		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Second Lot of 4 Nos. Tower Wagon 8-wheeler	4.12.6	Second Stage of Payment	3.33		On issue of Employer's Taking Over Certificate	
	Section D	Supply of Third Lot of 3 Nos. Tower Wagon 8-wheeler	4.12.7	First Stage of Payment	22.50		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Third Lot of 3Nos. Tower Wagon 8-wheeler	4.12.8	Second Stage of Payment	2.50		On issue of Employer's Taking Over Certificate	
					Total		100	

Name of Bidder
Signature of Authorized Signatory



Schedule 4.13								
Basis of Payment for Interim Payments of Bridge Inspection Vehicle								
Cost Centre		Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
Bridge Inspection Vehicle	Section A	Supply of First Bridge Inspection Vehicle	4.13.1	First Stage Payment	45.00	1.59 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning and Field Testing of First Bridge Inspection Vehicle	4.13.2	Second Stage of Payment	5.00		On issue of Employer's Taking Over Certificate	
	Section D	Supply of Second Bridge Inspection Vehicle	4.13.3	First Stage of Payment	45.00		On Proof of dispatch, Employer's Inspection Certificate and submission of BG	
		Commissioning of Second Bridge Inspection Vehicle	4.13.4	Second Stage of Payment	5.00		On issue of Employer's Taking Over Certificate	
					Total		100	

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.14						
Basis of Payment for Interim Payments of Rail cum Road Multi Utility Vehicle with MMU Equipment						
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Rail cum Road Multi Utility Vehicle with MMU Equipment	Section A	Supply, commissioning & Acceptance Test of First Rail cum Road Multi Utility Vehicle with MMU Equipment	4.14.1	25	1.40 %	On issue of Employer's Taking Over Certificate
	Section B	Supply & Commissioning of First lot of 3 Nos. Rail cum Road Multi Utility Vehicle with MMU Equipment	4.14.2	75		On issue of Employer's Taking Over Certificate
			Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.15						
Basis of Payment for Interim Payments of Rail cum Road vehicle with crane for Civil Works						
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Rail cum Road vehicle with crane for Civil Works	Section A	Supply, Commissioning & Acceptance Test of First Rail cum Road vehicle with crane for Civil Works	4.15.1	33.34	0.69 %	On issue of Employer's Taking Over Certificate
	Section B	Supply & Commissioning of Second Rail cum Road vehicle with crane for Civil Works	4.15.2	33.33		On issue of Employer's Taking Over Certificate
	Section C	Supply & Commissioning of Third Rail cum Road vehicle with crane for Civil Works	4.15.3	33.33		On issue of Employer's Taking Over Certificate
			Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.16						
Basis of Payment for Interim Payments of Rail cum Road vehicle with crane for OHE Works						
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Rail cum Road vehicle with crane for OHE Works	Section A	Supply, Commissioning & Acceptance Test of First Rail cum Road vehicle with crane for OHE Works	4.16.1	50	0.46 %	On issue of Employer's Taking Over Certificate
	Section C	Supply & Commissioning of Second Rail cum Road vehicle with crane for OHE Works	4.16.2	50		On issue of Employer's Taking Over Certificate
			Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.17						
Basis of Payment for Interim Payments of PSI equipment testing Van (Road only)						
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure
PSI equipment testing Van (Road only)	Section A	Supply, Commissioning & Acceptance Test of First PSI equipment testing Van (Road only)	4.17.1	50	0.31 %	On issue of Employer's Taking Over Certificate
	Section C	Supply, commissioning of Second PSI equipment testing Van (Road only)	4.17.2	50		On issue of Employer's Taking Over Certificate
			Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.18						
Basis of Payment for Interim Payments of Rail cum Road based vehicle with Motorized elevated working Platform (MEWP)						
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Rail cum Road based vehicle with Motorized elevated working Platform (MEWP)	Section A	Supply of First Lot of two Motorized elevated working Platform (MEWP)	4.18.1	6.92	10.02 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BGs
		Commissioning and Field Testing of First Lot of two Motorized elevated working Platform (MEWP)	4.18.2	0.76		On issue of Employer's Taking Over Certificate
	Section B	Supply of Second Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.3	20.77		On Proof of dispatch, Employer's Inspection Certificate and submission of BGs
		Commissioning of Second Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.4	2.31		On issue of Employer's Taking Over Certificate
	Section C	Supply of Third Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.5	20.77		On Proof of dispatch, Employer's Inspection Certificate and submission of BGs
		Commissioning of Third Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.6	2.31		On issue of Employer's Taking Over Certificate
	Section D	Supply of Fourth Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.7	20.77		On Proof of dispatch, Employer's Inspection Certificate and submission of BGs
		Commissioning of Fourth Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.8	2.31		On issue of Employer's Taking Over Certificate
	Section E	Supply of Fifth Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.9	20.77		On Proof of dispatch, Employer's Inspection Certificate and submission of BGs
		Commissioning of Fifth Lot of 6 Nos. Motorized elevated working Platform (MEWP)	4.18.10	2.31		On issue of Employer's Taking Over Certificate
			Total	100		



Name of Bidder
Signature of Authorized Signatory

Schedule 4.19						
Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) Detector						
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) Detector	Section A	Supply, Commissioning & Acceptance Test of First trial Lot of Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) Detector	4.19.1	33.34	1.39 %	On issue of Employer's Taking Over Certificate
	Section B	Supply & commissioning of Second Lot of Vehicle Condition Monitoring Equipment Base Station consisting of Wheel Impact Load Detector (WILD) & Hot Axle & Hot Wheel (HAHW) Detector	4.19.2	66.66		On issue of Employer's Taking Over Certificate
			Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.20								
Basis of Payment for Interim Payments of Ballast Hopper wagon with remote control discharge								
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure		
Ballast Hopper wagon with remote control discharge	Section B	Supply of First Lot of 25 nos. Ballast Hopper wagon with remote control discharge	4.20.1	22.5	7.70 %	On proof of dispatch, Employer's Inspection Certificate and submission of BGs		
		Commissioning and field Testing of First Lot of 25 nos. Ballast Hopper wagon with remote control discharge		2.50		On issue of Employer's Taking Over Certificate		
	Section C	Supply of Second Lot of 25 nos. Ballast Hopper wagon with remote control discharge	4.20.2	22.50		On Proof of dispatch, Employer's Inspection Certificate and submission of BGs		
		Commissioning of Second Lot of 25 nos. Ballast Hopper wagon with remote control discharge		2.50		On issue of Employer's Taking Over Certificate		
	Section D	Supply of Third Lot of 25 nos. Ballast Hopper wagon with remote control discharge	4.20.3	22.50		On Proof of dispatch, Employer's Inspection Certificate and submission of BGs		
		Commissioning of Third Lot of 25 nos. Ballast Hopper wagon with remote control discharge		2.50		On issue of Employer's Taking Over Certificate		
	Section E	Supply of Fourth Lot of 25 nos. Ballast Hopper wagon with remote control discharge	4.20.4	22.50		On Proof of dispatch, Employer's Inspection Certificate and submission of BGs		
		Commissioning of Fourth Lot of 25 nos. Ballast Hopper wagon with remote control discharge		2.50		On issue of Employer's Taking Over Certificate		
				Total		100		

Name of Bidder
Signature of Authorized Signatory



Schedule 4.21							
Basis of Payment for Interim Payments of OHE Rehabilitation/Renewal Vehicle							
Cost Centre	Item of Work	Item No.	Stage Payment	Weightage %	Cost (% of the Contract Price)	Payment Procedure	
OHE Rehabilitation /Renewal Vehicle	Section E	Supply of OHE Rehabilitation/Renewal Vehicle	4.21.1	First Stage Payment	90.00	1.54 %	On Proof of dispatch, Employer's Inspection Certificate and submission of BG
		Commissioning and Field Testing of OHE Rehabilitation/Renewal Vehicle	4.21.2	Second Stage of Payment	10.00		On issue of Employer's Taking Over Certificate
			Total	100			

Name of Bidder
 Signature of Authorized Signatory



Schedule 4.22						
Basis of Payment for Interim Payments of Flat wagon for carrying Rails						
Cost Centre		Item of Work	Item No.	Weightage %	Cost (% of the Contract Price)	Payment Procedure
Flat wagon for carrying Rails,	Section C	Supply, Commissioning & Acceptance Test of First Lot of 08 nos. Flat wagon for carrying Rails	4.22.1	32%	0.96 %	On issue of Employer's Taking Over Certificate
	Section D	Supply & Commissioning of Second Lot of 08 nos. Flat wagon for carrying Rails	4.22.2	32%		On issue of Employer's Taking Over Certificate
	Section E	Supply & Commissioning of Third Lot of 09 nos. Flat wagon for carrying Rails	4.22.3	36%		On issue of Employer's Taking Over Certificate
			Total	100		

Name of Bidder
 Signature of Authorized Signatory



Schedule 5 Anticipated Cash flow for the Works

1. Bidders shall provide anticipated Cash Flow for the whole period of execution of the Works consisting of different Sections.
2. The cash flow shall be prepared in both graphic histogram and (S-curve) format and also in tabulated format.
3. The cash flow shall be prepared in separate sheets to clearly show each anticipated payment over the period of the Contract (including the Defects Notification Period) for
 - a. Foreign Currency portion
 - b. Local Currency portion
 - c. Combined currency expressed in Japanese Yen
4. All required documents should be included in this place in the submitted Bidding Documents clearly labeled as Schedule 5
5. This form shall not be submitted separately for each Partner. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.



SECTION 7: CONTRACT FORMS

Table of Forms

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Letter of Acceptance
[Letter head paper of the Employer]

[insert date]

To: [insert name and address of the Contractor]

This is to notify you that your Bid dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the Appendix to Bid for the Accepted Contract Amount of the equivalent of [insert amount in numbers and words] [insert name of currency], as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 7, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement



Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between [insert name of the Employer] (hereinafter “the Employer”), of the one part, and [insert name of the Contractor] (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as [name of the Contractor] should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a. the Letter of Acceptance;
 - b. the Letter of Tender,
 - c. the Particular Conditions,
 - d. the General Conditions,
 - e. the Employer’s Requirements – Section 9 Vol II Particular Technical Specifications
 - f. the Employer’s Requirements – Section 8 Vol II General Specifications
 - g. the Schedules, and
 - h. the Contractor’s Proposal and any other documents forming part of the Contract.
 - i. Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of [insert name of the borrowing country] on the day, month and year indicated above.

Signed by _____

Signed by _____

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date



Performance Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi, India-110001

(whom the Contract defines as "the Employer").

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert reference number of the contract] dated [insert date of the contract] with you, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([amount in words]),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 20...², and any demand for payment under it must be received by us at this office on or before that date.

The Guarantor agrees to extension(s) of this guarantee for a period not to exceed [six months]/ [one year] at a time, in response to the Employer's written request(s) for such extension(s), such request(s) to be presented to the Guarantor before the expiry of the guarantee.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication no – 758..

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]



¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated in the currency(ies) of the Contract.

² Insert the date twenty-eight days after the expected date of receiving Performance Certificate. ¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency (ies) of the advance payment as specified in the Contract.

Advance Payment Security

Demand Guarantee

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi, India-110001

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert reference number of the contract] dated [insert date of the contract] with you, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] ([amount in words]) is to be made against an advance payment guarantee.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([amount in words])¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number [insert account number] at [insert name and address of Bank]. Such Bank Guarantees can be split-up in to six guarantees to be released on repayment. Such Bank Guarantee shall remain effective until the advance payment has been repaid pursuant to provision of Sub-clause 14.2 of the General Conditions of Contract, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificate issued. This guarantee shall expire, at the latest, upon our receipt of the said Guarantee in original duly discharged by the Employer or at the end of 28 days after Time of Completion, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

The Guarantor agrees to extend this guarantee for a period commensurate with the requirements of GC Sub-Clause 14.2 [Advance Payment], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication no. 758.

[signature(s)]

[Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]



¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency (ies) of the advance payment as specified in the Contract.

Security Against 90% payment of Machine on proof of dispatch & Employer Inspection Report
Demand Guarantee

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi, India-110001

Date: _____

BANK GUARANTEE No.: _____

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. [insert reference number of the contract] dated [insert date of the contract] with you, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, upon proof of dispatch of Machine and Employer's Inspection Report at the Contractor's facility, the Employer shall release an amount in the sum [insert amount in figures] ([amount in words])¹, being 90% of the Contract Price for each Machine under the Payment Schedule -----[insert Price Schedule], against Bank Guarantee.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures]([amount in words]),¹ such sum being payable in the types and proportions of currencies in which the payment is being made to the Contractor, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

It is a condition for any claim and payment under this guarantee to be made that the payment referred to above must have been received by the Contractor on its account number [insert account number] at [insert name and address of bank].

This guarantee shall expire, no later than the ___ day of _____, 2___,² and any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]



¹ Insert an amount denominated in the currency (ies) equal to the value of advance being taken by the contractor.

Contractor's Warranty
(Sub-Clause 4.1)

THIS GUARANTEE is made the _____ day of _____

BETWEEN:

(1) (_____) of (_____) (and (see Note1) jointly) "The Contractor"(_____) of (_____) whose registered office is at _____ and whose registered office is at _____ (together with its successors and assigns, ("the Employer" of _____, New Delhi (Address)

WHEREAS

- (A) By a Contract _____ dated (_____) ("the Contract") made between (1) the DFCCIL ("the Employer") and (2) the Contractor, the Contractor has agreed to [name of the project] (including Integrated Testing and Commissioning, if required as per the Contract) and remedy any defects in the Works upon the terms and conditions contained in the Contract.
- (B) (See Note 3)
- (C) At the request of the Employer and pursuant to the terms of the Contract, the Contractor has agreed to enter into this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:
 - (a) The Contractor will design execute, complete, test and commission the Works and remedy any defects in the Works in accordance with the terms of the Contract;
 - (b) The Contractor owes a duty of care to the Employer in relation to the performance of its duties under the Contract;
 - (c) The Contractor will replace free of cost to the Employer any defect or failure of equipment/ material/ services etc. provided in any P&E of the Works for a period of 24 months from the date of the Taking Over Certificate of such P&E of the Works;
 - (d) The Contractor agrees that should any design modification be required to any P&E or its assembly/sub-assembly/component due to any design defect, the period of 24 months of extended warranty is limited on the modified part and shall recommence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all sub-systems and systems for all sections; and
2. The liability of (the companies comprising (see Note 3)) the Contractor under this Warranty (shall be joint and several and (see Note 3)) shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.
3. In so far as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable license (carrying the right to grant sub-licensees) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works including without limitation the design, execute, complete, test



and commission (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavors to procure that the beneficial owner thereof shall grant a like to the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with Works.

4. The provisions of this Warranty shall be without prejudice to any other rights of the Employer and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.
5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.
6. The address for service of all documents arising out of or in connection with this Warranty shall be:

 Upon the Employer, at (_____) India, (note 4)
 Upon the Contractor, at (_____) India (note 4)
7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All demands and notices must be in writing.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9. Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be dealt in accordance with the clause 20.0 set out in the General Conditions of Contract.

IN WITNESS, whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL of (_____)
was affixed hereto in (_____)
the presence of: (_____)

Notes (for preparation of but not inclusion in the endorsement of this Warranty):

1. If the contractor comprises more than one company, each such company shall be party and liability under this warranty will be joint and several with consequential grammatical changes.
2. If Note 1 applies, the fact that the joint venture or other relevant agreement must be recited.
3. Delete if Note 1 does not apply.
4. The address for service shall be in India.



MEMORANDUM OF UNDERSTANDING FOR A SUBCONTRACTING AGREEMENT WITH
SPECIALIST MANUFACTURER/OTHER MANUFACTURER
(Sub-Clause 4.26)

Date :
Project :

To
The Managing Director
Dedicated Freight Corridor of India Ltd. (DFCCIL)
5th Floor, Pragati Maidan Metro Station Building
New Delhi – 110 001

Dear Sirs

In accordance with the Sub-clause 4.26 of General Conditions of Contract read along with the Particular Conditions of Contract, we enclose this Memorandum of Understanding to enter into a subcontracting agreement between the Contractor _____ and the Specialist/Other Manufacturer _____ to undertake the following:

1. Whereas the Employer requires the work of the project to be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of the Works, and remedying any defects therein. The Contractor and the Specialist/Other Manufacturer shall provide a formal agreement to the Employer prior to signature of Contract between the Employer and the Contractor.
2. The scope of work to be undertaken by the Specialist/Other Manufacturer is described as under-
3. The work undertaken by the Specialist/Other Manufacturer does not relieve the Contractor from any liability or obligation under the Contract, and the Contractor shall, at all times, be solely responsible for the acts, defaults, and neglects of the Specialist/Other Manufacturer, his agents, servants and workmen as if it were the acts, defaults, neglects, of the Contractor, his agents, servants or workmen. The Specialist/ Other Manufacturer hereby warrants and undertakes to the Contractor the execution of the subcontracted Works and the obligations under the sub-contract. The Specialist/ Other Manufacturer undertake to indemnify the Contractor against any loss or damages incurred by it.
4. The Contractor shall provide insurance for the Special Manufacturer to the same level as his own insurance to include the Works executed under the subcontract agreement to be executed, and for the Special Manufacturer's equipment as listed in Attachment to this MOU.

Signed on this _____ day of _____ month _____ year.

The Contractor
(Signature & Seal)

The Specialist Manufacture or Other Manufacture
(Signature & Seal)



SPECIALIST AND OTHER MANUFACTURER'S WARRANTY
(Sub-Clause 4.26)

THIS AGREEMENT is made the _____ day of _____

BETWEEN:

1. [_____] [whose registered office is at]/[of] [_____] ("the Specialist/Other Manufacturer") and
2. The Dedicated Freight Corridor Corporation India Limited (together with its successors and assigns, "the Employer") of:

5th Floor, Pragati Maidan Metro Station Building,
New Delhi,
India 110 001.

WHEREAS

- (A) By a contract ----- dated [_____] ("the Contract") made between (1) Dedicated Freight Corridor Corporation India Limited ("the Employer") and (2) [_____] ("the Contractor"), the Contractor has agreed to design, execute, complete, test and commission and remedy any defects in works upon the terms and conditions contained in the Contract.
- (B) The Specialist/Other Manufacturer has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).
- (C) Pursuant to the Contract, the Contractor proposes to enter into an agreement with the Specialist/Other Manufacturer ("the Sub-contract") for the Specialist/Other Manufacturer to carry out and complete a part of the Works as more particularly described in the Sub-contract ("the Sub-contract Works").
- (D) The Contract stipulates that the Contractor shall obtain the consent of the Engineer before entering into the Sub-contract, and that the Contractor shall procure that the Specialist/Other Manufacturer executes a warranty agreement ("Warranty") in favour of the Employer.

NOW IT IS HEREBY AGREED as follows-

1. In consideration of the Engineer consenting to the Contractor and the Specialist/Other Manufacturer entering into the Sub-contract, the Specialist/Other Manufacturer warrants and undertakes to the Employer that:
 - (a) he will execute and complete the Sub-contract Works, and will carry out each and all of the obligations, duties and undertakings of the Specialist/Other Manufacturer under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with the consent of the Employer); and
 - b) he will supply to the Contractor and in specific cases wherever required to the Engineer with all information as may be required from time to time in relation to progress of the Sub-contract Works.
2. The Specialist/Other Manufacturer undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Specialist/Other Manufacturer shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Contractor to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of any breach by the Specialist/Other Manufacturer of his obligations under the Sub-contract.



3. No allowance of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Contractor, nor anything that the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Specialist/Other Manufacturer from any liability under this Warranty.
4. The Specialist/Other Manufacturer agrees that he will not without first giving the Employer, not less than 21 day's prior notice in writing, exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations under the Sub-contract.
5.
 - (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Specialist/Other Manufacturer shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Specialist/Other Manufacturer will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.
 - (2) In the event that the Employer does not require the Specialist/Other Manufacturer to enter into a novation agreement as required by Sub-clause 5(1), the Specialist/Other Manufacturer shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.
6. Insofar as the copyright or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Sub-contract Works shall be vested in the Specialist/Other Manufacturer, the Specialist/Other Manufacturer grants to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable license (carrying the right to grant sub-licenses) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Employer, without limitation the design, manufacture, installation, reconstruction, completion, reinstatement, extension, remedy of any defect of the Works. To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Specialist/Other Manufacturer, the Specialist/Other Manufacturer shall use best endeavors to procure that the beneficial owner thereof shall grant a like license to the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Specialist/Other Manufacturer shall for any reason cease to be employed in connection with the Sub-contract Works.
7. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Warranty, the terms of this Warranty shall prevail.
8. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-contractor/Specialist/Other Manufacturer whether in tort or otherwise.
9. Nothing contained in this Warranty shall vary or affect the Sub-contractor's/Specialist/Other Manufacturer's rights and obligations under the Sub-contract.
10. All documents arising out of or in connection with this Warranty shall be served:
 - (1) upon the Employer at [], marked for the attention of [];
 - (2) upon the Specialist/Other Manufacturer, at [] India.
11. The Employer and the Specialist/Other Manufacturer may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.



12. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
13. (1) Any dispute or difference of any kind whatsoever between the Employer and the Specialist/Other Manufacturer arising under out of or in connection with this Warranty shall be referred to Arbitration in accordance with the Arbitration procedure as described in the Contract.
- (2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 20, the Employer may by notice in writing to the Specialist/Other Manufacturer require and the Specialist/Other Manufacturer shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.
- (3) Save as expressly otherwise provided, the Arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation by the Employer's Representative or the Contractor relating to the dispute or difference.
- (4) This Warranty shall be governed by and construed according to the laws for the time being in force in India and the Specialist/Other Manufacturer agrees to submit to the jurisdiction of the courts of Delhi/New Delhi.

IN WITNESS, whereof this Warranty has been executed as a deed on the date first before written.
THE COMMON SEAL of

[]
was affixed hereto in)
the presence of:-)



DISPUTE ADJUDICATION BOARD AGREEMENT
(Sub-Clause 20.2)

[for each member of a three-person DAB]

Name and details of Contract
Name and address of Employer
Name and address of Contractor
Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as sole adjudicator who is also called the "DAB" to adjudicate a dispute which has arisen in relation to *

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Plant and Design-Build" First Edition 1999 published by the Federation International des Ingenieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. [Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any]
3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a daily fee of _____ per day.
4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement.
5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
6. This dispute Adjudication Agreement shall be governed by the law of _____.

SIGNED by:	SIGNED by:	SIGNED by: _____
For and on behalf of	For and on behalf of	For and on behalf of
the Employer	the Contractor	the Member
in the presence of	in the presence of	in the presence of
Witness:	Witness:	Witness:
Name:	Name:	Name:
Address:	Address:	Address:
Date:	Date:	Date:

[* A brief description or name of dispute to be added.]



Form of Retention Money Guarantee
(Sub-Clause 14.3 c, 14.9)

Brief description of Contract:

Name and address of Beneficiary

_____ (whom the Contract defines as the Employer).

We have been informed that _____ (hereinafter called the "Principal") is your Contractor under such Contract and wishes to receive early payment of [part of] the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (name of bank) _____ hereby irrevocably undertake to pay you, the Beneficiary / Employer, any sum or sums not exceeding in total the amount of _____ (the "Guaranteed Amount", say: _____) upon receipt by us of your demand in writing and your written statement stating:

- a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and
- b) the nature of such defect(s).
- c) That the Principal has failed to carry out his obligation(s) for which he is responsible under the Contract,

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under Sub-Clause 2.5 and 14.9 of the Conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your Bankers. The authenticated demand and statement must be received by us at this office on or before (the date 56 days after the expected expiry of the Defects Notification Period for the Works/Section) _____ (the "Expiry Date"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Performance Certificate under the Contract has not been issued by the date 28 days prior to such Expiry Date. We undertake to pay you such Guaranteed Amount upon receipt by us, within such period 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of Republic of India.

Date

Signature(s)



Form of Insurance Requirements
 [Sub Clause- 18]

Insurance to be taken by the Contractor

In accordance with the provision of GC Clause 18, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(A) Insurance of Works and Contractor's equipment:

In accordance with the provision of sub clause 18.2 contractor shall insure to cover loss or damage to works, plants, materials and contractor's documents occurring prior to completion of the facility until the date of issue of the taking over certificate.

Amount (in currency (ies))	Deductible limits ((in currency (ies))	Parties insured (names)	From (Place)	To (Place)
Full replacement cost (INR)	INR 2 (two) million	Contractor and Employer	Commencement Date	Issue of Taking Over Certificate

(B) Insurance against Injuries to Person and Damage to property:

Covering any loss, damage, death or bodily injuries which may occur to any physical property or to any person covering loss and damage to Employers property and Employer's personal.

Amount (in currency (ies))	Deductible limits ((in currency (ies))	Parties insured (names)	From (Place)	To (Place)
100 million INR for any one occurrence	INR 200,000 (two hundred) thousands	Contractor and Employer	Commencement Date	Issue of Performance certificate

(C) Automobile liability Insurance:

Covering use of all vehicle used by the contractors or its specialist/Other manufacturers (whether or not owned by them) in connection with the Works under the contract in accordance with statutory requirements. Workers' Compensation

In accordance with the statutory requirements applicable in any country where the facilities or any part thereof is executed.

