



## **Bid Documents for**

**DESIGN AND CONSTRUCTION OF TRAIN PROTECTION & WARNING SYSTEM (TPWS) FOR REWARI – JNPT SECTION (Combined for Phase 1 and Phase 2) INCLUDING TESTING AND COMMISSIONING ON DESIGN-BUILD LUMP SUM PRICE BASIS OF WESTERN DEDICATED FREIGHT CORRIDOR**

### **TRAIN PROTECTION & WARNING SYSTEM (TPWS) WORKS CONTRACT**

**(Rewari – Makarpura of Phase 1 and Makarpura - JNPT of Phase 2)**

#### **CONTRACT PACKAGE ST P– 5A**

Issued on: 19.08.2014

ICB No. ST P-5A:

#### **VOLUME - I (1/2)**

Employer:

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

**MINISTRY OF RAILWAYS  
INDIA**

**BID DOCUMENTS  
FOR  
TRAIN PROTECTION & WARNING SYSTEM (TPWS) WORKS**

**Contract Package ST P-5A**

**ICB Nos. ST P-5A**

**SUMMARY TABLE OF CONTENTS**

**VOLUME I (1/2):**

INVITATION FOR BIDS  
SECTION 1 - INSTRUCTIONS TO BIDDERS  
SECTION 2 - EVALUATION AND QUALIFICATION CRITERIA  
SECTION 3 - BID FORMS  
SECTION 4 - LIST OF ELIGIBLE COUNTRIES OF JAPANESE ODA LOANS  
SECTION 5 - CONDITIONS OF CONTRACT  
SECTION 7 – CONTRACT FORMS

**Volume I (2/2)**

SECTION 6 - FINANCIAL SUBMISSIONS

**VOLUME II:**

SECTION 8 – EMPLOYER'S REQUIREMENTS: GENERAL SPECIFICATIONS

**VOLUME III:**

SECTION 9 – EMPLOYER'S REQUIREMENTS: PARTICULAR SPECIFICATIONS

**VOLUME IV:**

SECTION 10 - DATA BOOK

**VOLUME V:**

SECTION 11 - REFERENCE DRAWINGS

**Bid Documents**  
**for**  
**Dedicated Freight Corridor Project**  
**Western Corridor**  
**(Rewari – Makarpura of Phase 1 and Makarpura - JNPT of Phase 2)**

**TRAIN PROTECTION & WARNING SYSTEM (TPWS) WORKS  
CONTRACT**

**Contract Package ST P– 5A**

**ICB No: ST P-5A**

**VOLUME I (1/2)**

**INVITATION FOR BIDS**

SECTION 1 – INSTRUCTIONS TO BIDDERS

SECTION 2 – EVALUATION AND QUALIFICATION CRITERIA

SECTION 3 – BID FORMS

SECTION 4 – LIST OF ELIGIBLE COUNTRIES OF JAPANESE ODA LOANS

SECTION 5 – CONDITIONS OF CONTRACT

SECTION 6 – FINANCIAL SUBMISSIONS

SECTION 7 – CONTRACT FORMS

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

**NK Consortium**  
**NK – JARTS – PBJ – NKI**  
**Consulting Engineers**

**19.08.2014**

**(Page Left Blank)**

## Invitation for Bids

Date: 19.08.2014

Loan Agreement No: ID-P209

ICB No.: ST P-5A

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 *Train Protection and Warning System (TPWS) Works ST P-5A*.
2. The Dedicated Freight Corridor of India Limited (DFCCIL) now *invites sealed bids for the construction and completion of Train Protection and Warning System (TPWS) Works Package ST P-5A*.
3. Interested Bidders may obtain further *information* from and inspect the Bid Documents at the office of:

***Dedicated Freight Corridor Corporation India Ltd.***

**Mr. Gautam Arora**

**Position: GGM/S&T/WC-I**

**Room No. 424**

**4th Floor, Pragati Maidan,**

**Metro Station Building,**

**New Delhi – 110001, INDIA**

**Tel: +91-11-2337-9141, Fax : +91-11-2345-4762**

**e-mail: [st5awc@dfcc.co.in](mailto:st5awc@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.
  - 4.1 The bid documents shall be available for sale at the office of the DFCC as mentioned in Para 3.0 above during 11:00 hrs. to 17:00 hrs. on working days from 19.08.2014 to 15.10.2014 (up to 12:00 hrs.) and can be purchased by interested bidders on submission of a written request to the address given above along with payment of Rs. 50,000/- only [Rs. Fifty Thousand only] (non-refundable) in the form of DD or Banker's cheque from any Nationalized or Scheduled Bank of India or any Japanese Bank having corresponding arrangements with Indian Bank in favour of Dedicated Freight Corridor Corporation 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).
  - 4.3 The Bid Documents as well as the various drawings can also be downloaded from DFCC website [www.dfcc.in](http://www.dfcc.in) and website [www.dfccil.org](http://www.dfccil.org). The bids can be submitted on the down loaded document along with demand draft towards the cost of bid documents kept 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 The Bid Documents also contain drawings. The cost of such drawings is included in the cost of Bid Documents. If difficulty is being faced by prospective Bidders in downloading the drawings, the Bidder can contact office of GM/S&T/WC DFCC on any working day to view the drawings and, if required, obtain a copy of the same in the form of CD.

It will be the responsibility of the bidder who is submitting the bid on downloaded Bid Documents 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 15:00 hrs. on 15.10.2014 and must be accompanied by a security of US\$ 1,050,000 ( One Million & Fifty Thousand US\$ only).
6. Only “Technical Proposal” will be opened in the presence of bidders’ representatives who choose to attend at 15:15 hrs. on 15.10.2014 at the DFCCIL office 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
8. 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. The time, date and venue will be informed immediately after consent by JICA for Technical Evaluation.
9. 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.
10. 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 10.09.2014 at the following address:  
Venue: Room No. 416, 4th Floor, Pragati Maidan Metro Station, New Delhi - 110001  
Time: 11:00 hours (Indian Standard Time)
11. Participation to this Pre-Bid Conference is not mandatory.
12. A questionnaire Form will be delivered to the Bidder’s Representatives participating in the Pre-Bid Conference. Answers will be delivered to the Representatives of all the Bidders by e-mail. The answers shall also be available in Home Page of DFCCIL as shown above

xxx

**Bid Documents**  
**for**  
**Dedicated Freight Corridor Project**  
**Western Corridor**  
**(Rewari – Makarpura of Phase 1 and Makarpura - JNPT of Phase 2)**  
**Contract Package ST P-5A**

**ICB No: ST P-5A**

**TRAIN PROTECTION & WARNING SYSTEM (TPWS)  
WORKS**

**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 LOANS  
SECTION 5 – CONDITIONS OF CONTRACT  
SECTION 6 – FINANCIAL SUBMISSIONS  
SECTION 7 – CONTRACT FORMS

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

**NK Consortium**  
**NK – JARTS – PBJ – NKI**  
**Consulting Engineers**

## INDEX

SECTION	DESCRIPTION	PAGE NO.
1	INSTRUCTION TO BIDDERS	9
	<b>A.</b> INSTRUCTION TO BIDDERS	12-27
	<b>B.</b> BID DATA SHEET	28-39
2	EVALUATION & QUALIFICATION CRITERIA	40-68
3	BID FORMS	69
	<b>A.</b> QUALIFICATION REQUIREMENTS	72-92
	<b>B.</b> BID REQUIREMENTS	93-98
	<b>C.</b> TECHNICAL PROPOSAL	99-126
	<b>D.</b> CHECK LIST OF SUBMISSION OF DOCUMENTS FOR TECHNICAL BID	127-131
4	LIST OF ELIGIBLE COUNTRIES OF ODA JAPANESE LOAN	132-133
5	CONDITIONS OF CONTRACT	134
	PART A: APPENDIX TO BID	135-139
	COORDINATION EVENTS AND KEY MILESTONES	140-143
	PART B: PARTICULAR CONDITIONS	144-169
7	CONTRACT FORMS	170-187



## SECTION 1: INSTRUCTIONS TO BIDDERS

Part A: Instructions to Bidders .....

Part B: Bid Data Sheet .....

### ***Notes on the Instructions to Bidders***

- 1.0 Part A - includes provisions that are to be used unchanged.
- 2.0 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.
- 3.1 The Instructions to Bidders is not part of the Contract.

## Table of Clauses

<b>A. General.....</b>	<b>12</b>
1. Scope of Bid.....	12
2. Source of Funds.....	12
3. Fraud and Corruption.....	12
4. Eligible Bidders.....	12
5. Eligible Materials, Equipment and Services .....	13
<b>B. Contents of Bidding Documents.....</b>	<b>14</b>
6. Sections of Bidding Documents.....	14
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting .....	14
8. Amendment of Bidding Documents .....	15
<b>C. Preparation of Bids.....</b>	<b>15</b>
9. Cost of Bidding.....	15
10. Language of Bid.....	15
11. Documents Comprising the Bid.....	16
12. Letter of Bid and Schedules.....	16
13. Alternative Bids.....	16
14. Bid Prices and Documents.....	17
15. Currencies of Bid and Payment.....	18
16. Documents Comprising the Technical Proposal.....	18
17. Documents Establishing the Qualifications of The Bidder.....	18
18. Period of Validity of Bids.....	18
19. Bid Security.....	19
20. Format and Signing of Bid.....	20
<b>D. Submission and Opening of Bids.....</b>	<b>20</b>
21. Sealing and Marking of Bids.....	20
22. Deadline for Submission of Bids.....	21
23. Late Bids.....	21
24. Withdrawal, Substitution, and Modification of Bids.....	21
25. Bid Opening.....	21

---

<b>E. Evaluation and Comparison of Bids.....</b>	<b>23</b>
26. Confidentiality.....	23
27. Clarification of Bids.....	23
28. Deviations, Reservations, and Omissions.....	23
29. Preliminary Examination of Technical Bids.....	23
30. Determination of Responsiveness of Technical Bid.....	24
31. Nonmaterial Non-conformities.....	24
32. Qualification of the Bidder.....	25
33. Correction of Arithmetical Errors.....	25
34. Conversion to Single Currency.....	25
35. Evaluation of Price Bids.....	25
36. Comparison of Bids.....	26
37. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids...	26
<b>F. Award of Contract.....</b>	<b>26</b>
38. Award Criteria.....	26
39. Notification of Award.....	26
40. Signing of Contract.....	27
41. Performance Security.....	27

## Section I

### PART – A 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 an 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 Sheets

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

<b>A. General</b>	
<b>ITB 1.1</b>	The Identification Number of the Invitation for Bids is: ST P-5A
<b>ITB 1.1</b>	The Employer is:  Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) 5th Floor, Pragati Maidan, Metro Station Building Complex, New Delhi, India - 110001
<b>ITB 1.1</b>	Name of the ICB is: ST P-5A: Train Protection & Warning System (TPWS) Works for Rewari – Makarpura of Phase 1 and Makarpura - JNPT of Phase 2.
<b>ITB 1.1</b>	The name of the Project is:  Dedicated Freight Corridor Project (Western Corridor)  The identification numbers of other lots (contracts) related to the project are:  <b>Phase 1 Lots:-</b> ICB - CT P-1: Civil, Building and Track Works, Rewari – Ajmer ICB - CT P-2: Civil, Building and Track Works, Ajmer – Iqbalgarh ICB - CT P-3: 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: Signalling & Telecommunication Works Rewari - Vadodara ICB - PE P-6: Plant and Equipment for operation and maintenance ICB- RS P-7: Electric Locomotive cum Maintenance and Depot Works  <b>Phase 2 Lots:-</b> 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, S&T Works (Rewari – Dadri) ICB - CT P-15A: Special Steel Bridges JNPT – Vadodara (8 Nos.) ICB - CT P-15B: Special Steel Bridge across Narmada River ICB - CT P-15C: Special Steel Bridges Rewari-Dadri (3 Nos.) ICB - EM P-16: Electrical & Mechanical (E&M) Works (JNPT - Vadodara ) ICB - ST P-17: Signal and Telecommunication (S&T) Works (JNPT – Vadodara)
<b>ITB 1.1</b>	Replace the words “Section VI, Works Requirements” with “Sections 8 and 9”.
<b>ITB 2.1</b>	The Borrower is: The President of India
<b>ITB 2.1</b>	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.
<b>ITB 2.1</b>	The name of the project is: Dedicated Freight Corridor Project (Western Corridor Phase 1 & 2)

<b>ITB 3.2</b>	Replace “Sub-Clause 15.6 of General Conditions” by “Sub-Clause 1.15 of Particular Conditions”.
<b>ITB 4.1</b>	<p>Replace 4.1 with the following:</p> <p>a) For the purpose of this Bid Document, the following definition shall apply:</p> <ul style="list-style-type: none"> <li>i) ‘The ‘Bidder’ may be a collective single entity consisting of ‘Prime Contractor’ with its ‘Sub-Contractors’ and ‘Sub-Consultants’.</li> <li>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 ‘sub-contractor(s)’ &amp; ‘sub-consultant(s)’ as evidenced by a firm agreement or under an existing/pre-existing agreement.</li> <li>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.</li> <li>iv) ‘Authorized Signatory’: For the purpose of this Bid, the Authorized Signatory shall mean the person authorized to sign on behalf of Partner / Sub-contractor/ Sub consultant under a Power of Attorney and supported by a resolution from the respective Board of Directors.</li> </ul> <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 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 &amp; authentic documentation confirming that the person issuing the Power of Attorney has the authority to do so, would also be acceptable.</p>
<b>ITB 4.2</b>	Replace the words “Section V” with “Section 4”.
<b>ITB 4.3</b>	<p>Supplement the ITB 4.3 with the following:</p> <p>“The Bidder shall submit an undertaking from each of the Partners of JV/Consortium/ Association and Specialist Sub-Contractors/Sub-Consultants, duly signed by their respective Authorized Signatories, that they do not have any conflict of interest under the provisions of ITB 4.3(a), (b) &amp; (c)”</p>
<b>ITB 4.6</b>	<p>Replace ITB 4.6 with the following:</p> <p>“Bidding is through Post Qualification process as per the “Evaluation and</p>

	Qualification Criteria” specified in Section 2”.
<b>ITB 4.7</b>	<p>Insert new clause ITB 4.7 as under:</p> <p>“The Bidder shall be considered in-eligible if any of its Partners and / or Sub Contractors / Sub Consultants 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 (<a href="http://www.indianrailways.gov.in/railwayboard">http://www.indianrailways.gov.in/railwayboard</a>) of Civil Engg. Directorate of Railway Board pertaining to Banning of Business, with the Banning being valid as on the last date of submission the Bid.</p> <p>The Bidder / each partner of the Joint Venture or Consortium or Association including the proposed Sub-contractors, Sub-consultants shall submit an undertaking to this effect duly signed by their Authorized Signatory along with the Technical Bid”</p>
<b>ITB 5.1</b>	Replace the words “Section V” with “Section 4”.
<b>B. Contents of Bidding Documents</b>	
<b>ITB 6.1</b>	<p>Replace the whole with the following:</p> <p>“The Bidding Documents consist of Volumes I, II, III, IV and V which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.</p> <p><b>Volume 1 (1/2):</b></p> <p style="padding-left: 40px;">Section 1: Instructions to Bidders</p> <p style="padding-left: 40px;">Section 2: Evaluation and Qualification Criteria</p> <p style="padding-left: 40px;">Section 3: Bid Forms</p> <p style="padding-left: 40px;">Section 4: List of Eligible Countries of Japanese ODA Loans</p> <p style="padding-left: 40px;">Section 5: Conditions of Contract</p> <p style="padding-left: 40px;">Section 7: Contract Forms</p> <p><b>Volume 1 (2/2)</b></p> <p style="padding-left: 40px;">Section 6: Financial Submissions</p> <p><b>Volume II:</b></p> <p style="padding-left: 40px;">Section 8: Employer’s Requirements: General Specifications</p> <p><b>Volume III:</b></p> <p style="padding-left: 40px;">Section 9: Employer’s Requirements: Particular Specifications</p> <p><b>Volume IV:</b></p> <p style="padding-left: 40px;">Section 10: Data Book</p> <p><b>Volume V:</b></p> <p style="padding-left: 40px;">Section 11: Reference Drawings”</p>
<b>ITB 7.1</b>	<p>For <b>clarification purposes</b> only, the Employer’s address is:</p> <p>Attention: <b>Mr. Gautam Arora</b>  <b>Position: GGM/S&amp;T/WC-I</b>  <b>DFCCIL, Room No. 424</b>  <b>4th Floor, Pragati Maidan,</b>  <b>Metro Station Building,</b>  <b>New Delhi – 110001, INDIA</b>  <b>Tel: +91-11-2337-9141, Fax : +91-11-2345-4762</b>  <b>e-mail: <a href="mailto:st5awc@dfcc.co.in">st5awc@dfcc.co.in</a></b></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”.</p>

<b>ITB 7.4</b>	A Pre-Bid meeting will take place at the following date, time and place: Date: 10.09.2014 Time: 11:00 hrs. Place: DFCCIL, Room No. 416, 4th Floor, Pragati Maidan, Metro Station Building, New Delhi – 110001.
<b>ITB 7.6</b>	Minutes of the pre-bid meeting will be sent through email to all the prospective bidders
<b>ITB 8.2</b>	Addenda to Bid documents will be sent through email to all the prospective bidders and uploaded on DFCCIL website
<b>ITB 8.3</b>	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 extend the deadline for the submission of bids, pursuant to ITB 22.2”.
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is English.
<b>ITB 11.1</b>	Add the following at the end of this Sub-Clause. “The Employer will provide a set of printed Bid 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 two (2) 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 Authorized Signatory, the signed hard copy shall prevail.”
<b>ITB 11.2</b>	Add the following: “(e) The Bidder’s Technical Bid submission shall include the forms and documents as required in Section 2 & 3 of this Volume.”
<b>ITB 11.2(g)</b>	Submission of firm JV/Consortium/Association Agreement JV/Consortium/Association Agreement needs to specify the following: 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]. 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.
<b>ITB 11.3 (b)</b>	Replace the words; “priced Bill of Quantities” with the words “Price Schedules”
<b>ITB 11.3(e)</b>	The Bidder shall submit with its Price Bid the following additional documents: none
<b>ITB 11.4</b>	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”
<b>ITB 12.1</b>	Replace the words “Bill of Quantities”, with the words “Price Schedules” Replace the words “Section IV” with “Sections 3 (Bid Forms) and 6 (Financial Submissions)”.

<b>ITB 13.1</b>	Alternative bids will not be permitted.
<b>ITB 13.2</b>	Alternative times for completion will not be permitted.
<b>ITB 13.4</b>	Alternative technical solutions will not be permitted.
<b>ITB 14.1</b>	Replace the words “Bill of Quantities”, with the words; “Price Schedules”
<b>ITB 14.2</b>	Replace the words “Bill of Quantities”, with the words; “Price Schedules” at two places in this clause.
<b>ITB 14.5</b>	Replace the words “Section IV” with “Sections 6 (Financial Submissions)”.
<b>ITB 14.7</b>	<p>The Contract Price includes all duties, taxes, royalties, building &amp; other construction workers welfare cess, 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, Materials and supplies acquired for the purpose of the Contract and on the services performed under the Contract.</p> <p>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>Value Added Tax will not be exempted for contractors or suppliers.</p> <p>The Value Added Tax will be paid by the Contractor according to the conditions of Contract in reference to VAT.</p> <p>The corporation tax for the income from the Works will be paid by the Contractor. Such corporation tax is not exempted for the contractors or suppliers.</p> <p>Import customs duties for the Goods will be paid by the Contractor.</p> <p>As per policy of Govt. of India, the project shall not be eligible for Deemed Export Benefits.”</p>
<b>ITB 15.1</b>	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>The prices shall be quoted by the Bidder in the Price Schedule separately in the following currencies:</p> <p>(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</p> <p>(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 any other tradable foreign currency not exceeding two.</p>
<b>ITB 15.2</b>	Replace the words “Section IV” with “Section 6”.
<b>ITB 16.1</b>	Replace the words “Section IV” with “Section 3”.
<b>ITB 17.1</b>	<p>Replace the whole clause with the following</p> <p>a) “In accordance with Section 2: Evaluation and Qualification Criteria, 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”</p> <p>b) Bidder planning to subcontract key activities as identified in ‘Stage 3: Evaluation of Compliance with the Qualification Requirements’ of Section 2: Evaluation and Qualification Criteria, shall specify in the Letter of Technical Bid.</p> <p>c) Bidder shall clearly identify the proposed specialist Sub-contractor(s) in Forms ELI 1.2 and EXP -3 in Section-3: Bid Forms. Such proposed specialist Sub-contractor(s) shall meet the corresponding qualification requirements specified in Section 2: Evaluation and Qualification Criteria.</p>



- d) Bidder shall also clearly identify the proposed specialist Sub-design Consultant in Letter of Technical Bid and in Form EXP-4, (if required) in Section-3: Bid Forms, in respect of Design Experience. Such proposed specialist Sub-design Consultant shall meet the corresponding qualification requirements specified in Section 2: Evaluation and Qualification Criteria”.
- e) The Credentials of Associates, Parent Companies or Sister Companies shall not be considered unless they are part of Joint Venture/Consortium/Association.
- 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.
- g) However, this will not be permitted in case of Sub-factor 2.5.3 & 2.5.4 of Table 2.5 of ‘Stage 3: Evaluation of Compliance with the Qualification Requirements’ in Section 2 ie. Experience in specific activities 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.
- h) The Bidder shall submit an undertaking from each proposed Sub-contractor/Sub-consultant, indicating its willingness to associate with the Bidder as a Sub-contractor/Sub-consultant for the particular activity against which his credentials have been offered by the Bidder in the bid.”
- 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.
- j) Documentary Evidence / Client Certificates:
1. “The Bidder shall also submit Documentary evidence / Client’s Certificates in support of the Bidder’s claim of the Experience (General and Specific) 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.
  2. The experience certificate issued by the Engineer acting on behalf of the Client shall also be considered provided the documentary evidence, establishing the appointment of the said Engineer by the Client is also submitted along with the experience certificate issued by the said Engineer. For establishing the identity of such Engineer, alternatively, a self certification duly attested by Notary Public may also be furnished to establish that the said Engineer was appointed by the Client.
    - 2.1 As a further alternative, in addition to the above, in case of PPP projects, the Concessionaire can give experience certificate to the Construction Contractor to which the execution work is subsequently awarded by the same Concessionaire. However such certificate will need to be countersigned by :
      - a) The concerned Public Authority who has granted the concession, clearly indicating the name, designation and official address of the signing authority
      - OR
      - b) Independent Engineer appointed by the concerned Public

Authority who has granted the concession clearly indicating the name, designation and official address of the signing authority. The document(s) establishing the appointment of the said Independent Engineer shall also be required.

OR

2.2 Alternatively, the Bidder shall submit a notarized set of documents comprising of

a) A Self certification of the work undertaken, period of execution, quantities and money value

&

b) Completion Certificate by the Concessionaire / Contractor as the case may be, clearly indicating :

i) The subsequent award of work to the Bidder by Concessionaire / Contractor, as the case may be

ii) Name, scope of work, period of completion and total cost of work, subsequently awarded to the Bidder.

iii) Period of execution (from date of start of work – date of completion)

iv) Quantities of individual items in satisfaction of Sub-factor 2.5.3 & 2.5.4 of Table 2.5 of 'Stage 3: Evaluation of Compliance with the Qualification Requirements' of Section 2: Evaluation and Qualification Criteria, clearly indicating the monetary equivalent of execution of each of aforementioned items (as mentioned under Sub-factor 2.5.3 & 2.5.4 of Table 2.5 of 'Stage 3: Evaluation of Compliance with the Qualification' of Section 2: Evaluation and Qualification Criteria.

v) Total money paid to / received by the Bidder clearly indicating the revised value of the Contract

vi) A clear averment to the effect that whether the work was completed / Taken Over or substantially completed in light of Sub-factor 2.5.2 to 2.5.4 of Table 2.5 of 'Stage 3: Evaluation of Compliance with the Qualification Requirements' of Section 2: Evaluation and Qualification Criteria.

In case the option of Para 2.2 above is exercised by the Bidder, then a documentary evidence establishing the identity of the Concessionaire / Contractor either by the Public Authority or by Independent Engineer engaged by the Public Authority is also required

**Notes :**

1. The quantities executed by the Bidder during a calendar year / financial year shall be assessed on pro-rata basis for the period from commencement of the project to the date of the Bill
2. In case of any Bidder / Sub-contractor claims execution of certain work in order to fulfill eligibility criteria which has also been claimed by some other Bidder / Sub-contractor, that experience of work in question would not be aggregated while evaluating the eligibility of both the involved Bidders.
3. The Documentation / Information produced / furnished by Bidder / Partners / Sub-contractor / Sub-design Consultant shall be subject to verification by the Employer at any stage during the Bidding Process or during the Contract execution. In case of the incorrect certification / information being noticed during such verification, the Bidder/Contractor shall be disqualified or suitable action taken as per the extent Contractual Provisions, as the case may be.

In addition to the details submitted by the Bidder in Section 3 : Bid Forms, the Bidder shall also prepare and submit a summary of his claimed experience vis-a-vis qualification criteria requirements, clearly explaining as to how the Bidder is meeting the qualification requirements in respect of each of the key activities . The suggested format for the same is as under:

<b>General Construction Experience ---- Sub-factor 2.5.1 of Table 2.5 of 'Stage 3: Evaluation of Compliance with the Qualification Requirements' of Section 2</b>										
<i>Sl. no.</i>	<i>Name of the Bidder/ Partner</i>	<i>Name of the project</i>	<i>Role of the partner</i>	<i>Period</i>				<i>Reference page of the supporting document</i>		
<b>Specific Experience of Design, Supply, Installation, Testing and Commissioning---- Sub-factor 2.5.2 of Table 2.5 of 'Stage 3: Evaluation of Compliance with the Qualification Requirements of Section 2</b>										
<i>Sl. no.</i>	<i>Name of the Bidder/ Partner</i>	<i>Name of the project</i>	<i>Role of the partner</i>	<i>Period</i>	<i>Contract amount (Million USD)</i>	<i>Field (Railways, Metro Railways, Monorails)</i>	<i>Whether Substantially Completed / Taken over</i>			<i>Reference page of the supporting document</i>
<b>Specific Supply, Installation, testing and commissioning experience in Key Activity---- Sub-factor 2.5.3 of Table 2.5 of Stage 3: Evaluation of Compliance with the Qualification Requirements' of Section 2</b>										
<i>Sl. no.</i>	<i>Name of the Bidder/ Partner</i>	<i>Name of the project</i>	<i>Role of the partner</i>	<i>Period</i>	<i>Field (Railways, Metro Railways, Monorails)</i>	<i>Whether Substantially Completed / Taken over</i>	<i>Total quantity</i>	<i>% share in case of work executed as JV partner</i>	<i>Claimed qty</i>	<i>Reference page of the supporting document</i>
<b>Specific Design experience ---- Sub-factor 2.5.4 of Table 2.5 of Stage 3: Evaluation of Compliance with the Qualification Requirements' of Section 2</b>										
<i>Sl. no.</i>	<i>Name of the Bidder/ Partner</i>	<i>Name of the project</i>	<i>Role of the partner</i>	<i>Period</i>	<i>Field (Railways, Metro Railways, Monorails)</i>	<i>Whether Substantially Completed / Taken over</i>	<i>Total quantity</i>	<i>% share in case of work executed as JV partner</i>	<i>Claimed qty</i>	<i>Reference page of the supporting document</i>
<b>ITB 18.1</b>	The bid validity period shall be 180 days.									
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor: Not Applicable									
<b>ITB 18.3 (b)</b>	The fixed portion of the bid price shall be adjusted by the following factor: Not Applicable									
<b>ITB 19.1</b>	A bid security: US\$ 1,050,000 (One Million and Fifty Thousand US\$ only) or equivalent in Indian Rupee using the Reserve Bank of India Reference Rate as on 17.09.2014. 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.									
<b>ITB 19.2</b>	Replace the words "Section IV, Bidding Forms" with "Sections 3 (Bidding Forms)".									
<b>ITB 19.2 (d)</b>	Other types of acceptable securities: none									

<b>ITB 19.4</b>	This Sub-Clause shall be deleted entirely
<b>ITB 19.7</b>	Replace ITB 19.7 with the following: “The bid security of JV / Consortium/Association shall be a single instrument 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. Beneficiary of the Bid Security shall be <u>Dedicated Freight Corridor Corporation of India Ltd.</u> ”
<b>ITB 20.1</b>	Number of copies of Technical and Price Bids: One original and two copies plus two soft copies (of Technical Bid only) in English version. Copies shall be marked as “TECHNICAL BID - ORIGINAL”; “PRICE BID - ORIGINAL”; “TECHNICAL BID - FIRST COPY”; “TECHNICAL BID - SECOND COPY”; “PRICE BID - FIRST COPY” and “PRICE BID - SECOND COPY”.
<b>ITB 20.1</b>	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 signed original shall prevail.”
<b>ITB 20.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of a Power of Attorney of the person signing the Bid and be certified by a notary public, as shown in Section 3, Bid Forms  At the end of clause ITB 20.2, add the following: “All the pages of the Bid shall be initialled by the Authorized Signatory, stamped, serially numbered, indexed and bound. 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 Sub-Contractor/ Specialist Design Contractor/ Design Consultant/ Sub Design Consultant to whom the information and claimed experience actually belongs to.”
<b>ITB 20.5</b>	Add the following new clause ITB 20.5, after ITB 20.4 “All the pages of the Bid Documents including Addendum and / or Corrigendum shall be returned duly signed and stamped by the Authorized Signatory, certifying their acceptance by the Bidder.”
<b>D. Submission and Opening of Bids</b>	
<b>ITB 21.1</b>	The Bidder shall seal the original and each copy of the Technical and Price Bid in separate envelopes or parcel wrappings duly marked as such with each outer and inner envelopes wrapping marked as “TECHNICAL BID - ORIGINAL”; “PRICE BID - ORIGINAL”; “TECHNICAL BID - FIRST COPY”; “TECHNICAL BID - SECOND COPY”; “PRICE BID - FIRST COPY” and “PRICE BID - SECOND COPY”, as appropriate.  The Bidders’ name and address and other means of identifying the Bidder shall appear on the outer envelope or parcel wrapping.
<b>ITB 21.2</b>	All outer envelopes or parcel wrappings shall be addressed to the Employer at the following address:  <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <p style="text-align: center;"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1 &amp; 2)</b>  <b>ICB No. ST P-5A: Rewari –JNPT Section</b></p> <p>Attention: Mr. Gautam Arora              Position: GGM/S&amp;T/WC-I              Room No. 424              4th Floor, Pragati Maidan Metro Station Building,              New Delhi – 110001, INDIA</p> </div>

and bear the following identification:

<p align="center"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1 &amp; 2) Package 5 - ICB No. ST P-5A: Rewari –JNPT Section</b></p> <p align="center">*(1) _____ <b>BID - ORIGINAL</b></p> <p align="center">*(2) <b>VOLUME</b> _____ <b>OF</b> _____</p> <p align="center">DO NOT OPEN BEFORE *(3) .....</p>
--

\*(1) Insert "TECHNICAL BID - ORIGINAL"; "PRICE BID - ORIGINAL"; "TECHNICAL BID - FIRST COPY"; "TECHNICAL BID - SECOND COPY"; "PRICE BID - FIRST COPY" and "PRICE BID - SECOND COPY" 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

Separate inner envelopes (or wrapping) shall be provided for each of the Technical and Price Bids bearing the following identification:

**(i)**

<p align="center"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1 &amp; 2) Package 5 - ICB No. ST P-5A: Rewari –JNPT Section</b></p> <p align="center">*(1) <b>TECHNICAL BID DOCUMENTS</b></p> <p align="center">*(2) <b>ORIGINAL</b></p> <p align="center">*(3) <b>VOLUME</b> _____ <b>OF</b> _____</p> <p align="center">*(4) <b>FROM:</b> _____ <b>ADDRESS:</b> _____</p>
--

\*(1) Insert "TECHNICAL BID DOCUMENTS" as appropriate by reference to Clause 11.2. Those documents shall comprise of A to C of Bidding Forms in Section 3.

\*(2) Insert "ORIGINAL", "FIRST COPY" or "SECOND COPY" as appropriate

\*(3) Insert Volume No. and Total number of Volumes as appropriate

\*(4) Insert the Bidders Name and Address.

**(ii)**

<p align="center"><b>Dedicated Freight Corridor Project (Western Corridor Phase-1 &amp; 2) Package 5 - ICB No. ST P-5A: Rewari –JNPT Section</b></p> <p align="center">*(1) <b>PRICE BID DOCUMENTS</b></p> <p align="center">*(2) <b>ORIGINAL</b></p> <p align="center">*(3) <b>VOLUME</b> _____ <b>OF</b> _____</p> <p align="center">*(4) <b>FROM:</b> _____ <b>ADDRESS:</b> _____</p>
--

\*(1) Insert "PRICE BID DOCUMENTS" as appropriate by reference to Clause 11.3. Those documents shall comprise of Financial Submissions in Section 6.

\*(2) Insert "ORIGINAL", "FIRST COPY" or "SECOND COPY" as appropriate

\*(3) Insert Volume No. and Total number of Volumes as appropriate

\*(4) Insert the Bidders Name and Address.

<b>ITB 22.1</b>	<b>The deadline for bid submission is:</b> Date and Time specified in the Invitation for Bids
<b>ITB 25.1</b>	The bid opening shall take place at the time, date and place indicated in the Invitation for Bids.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 30.3</b>	Replace the words “Section VI, Works Requirements” with “other Sections or Volumes”.
<b>ITB 31.3</b>	Delete the last sentence of the ITB 31.3 Viz. “The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.”
<b>ITB 32.1</b>	Replace the whole of this clause with; “During the evaluation of Technical Bids, the Employer shall determine to its satisfaction whether the Bidder meets the qualifying criteria specified in Section 2, Evaluation and Qualification Criteria”
<b>ITB 34.1</b>	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: <b>Japanese Yen.</b> The source of exchange rate shall be as per <b>Reserve Bank of India</b> as on 17.09.2014 irrespective of the due date for submission of the Bid. 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. 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. The conversion factors, derived from RBI announced Reference Rates for converting various currencies of Bid to Japanese Yen with values up to 4 figures after decimal shall be used.
<b>ITB 35.2</b>	In sub-clause (a), replace the words “Bill of Quantities”, with the words; “Price Schedules”. In sub-clause (f), replace the words “Section III” with the words “Section 2”.
<b>ITB 35.4</b>	Not applicable
<b>ITB 35.5</b>	Replace the words “Bill of Quantities” with the words “Price Schedule”.
<b>F. Award of Contract</b>	
<b>ITB 38.1</b>	Supplement this Sub-Clause with the following: “The Employer’s evaluation and recommendation shall be subject to the concurrence of JICA.”
<b>ITB 39.1</b>	Replace the Sub-Clause ITB 39.1 with the following: “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 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 in the Contract. 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.  After a contract is determined to be eligible for JICA’s financing, the following information may be made public by JICA:

	<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>
<b>ITB 39.2</b>	<p>Replace the Sub-Clause ITB 39.2 with the following:</p> <p>“Until a formal contract is prepared and executed, the provisional notification of award 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>
<b>ITB 39.3</b>	<p>Delete the whole Sub-Clause ITB 39.3</p>
<b>ITB 40</b>	<p>Replace the whole ITB 40 with the following:</p> <p>“40.1 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 following ITB Clauses 41. 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>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.</p> <p>In case that the successful Bidder considers that they will not be able to sign, date, and return the Contract Agreement to the Employer, the successful Bidder shall inform possible date to return it to the Employer not later than seven (7) days prior to the time limit.</p> <p>The modified time limit shall be subject to agreement by both the Contracting Parties.”</p>
<b>ITB 41.1</b>	<p>Replace the words “Section IX, Annex to the Particular Conditions” with “Section 7, Contract Forms”.</p>

## Section 2 : EVALUATION AND QUALIFICATION CRITERIA

### Table of Contents

<b>A.</b>	<b>General Provisions.....</b>	<b>41</b>
A.1	Evaluation Sequence.....	41
A.2	Clarification of Bids.....	41
A.3	Employer's Rights.....	41
A.4	Bid Forms.....	42
<b>1.00</b>	<b>STAGE 1: EVALUATION OF ADMINISTRATIVE REQUIREMENTS.....</b>	<b>43</b>
1.1	Generally.....	43
1.2	Result of Evaluation.....	43
<b>2.00</b>	<b>STAGE 2: EVALUATION OF COMPLIANCE AND RESPONSIVENESS.....</b>	<b>44</b>
2.1	Generally.....	44
2.2	Result of Evaluation.....	44
<b>3.00</b>	<b>STAGE 3: EVALUATION OF COMPLIANCE WITH THE QUALIFICATION REQUIREMENTS.....</b>	<b>45</b>
3.1	Generally.....	45
3.2	Check Items.....	45
3.3	Result of Evaluation.....	46
<b>4.00</b>	<b>STAGE 4: TECHNICAL EVALUATION.....</b>	<b>55</b>
4.1	Procedure for Technical Evaluation.....	55
4.2	Result of Evaluation.....	55
4.3	Evaluation of General Execution Scheme.....	56
4.4	Evaluation of Layout Plan of Contractor's Site Installations & its security.....	57
4.5	Evaluation of Contractor's Proposed Construction Equipment.....	58
4.6	Evaluation of Basic Programme for Construction and Erection of Equipment.....	58
4.7	Evaluation of Organization Charts and Manning Schedule.....	59
4.8	Evaluation of Proposed Key Personnel.....	60
4.9	Evaluation of Design Schedule.....	61
4.10	Evaluation of Technical Particulars of TPWS system.....	62
4.11	Evaluation of Proposed list of Manufacturers and Sub-Contractors selected Bidder for Construction and Erection of Equipment.....	63
4.12	Evaluation of Proposed Transfer of Technology.....	64
4.13	Evaluation Result.....	65
<b>5.00</b>	<b>Evaluation and Comparison of Bids.....</b>	<b>66</b>
5.1	General.....	66
5.2	Part 1 – Evaluation of Compliance and Responsiveness.....	66
5.3	Part 2 – Detailed Financial Evaluation.....	66
5.4	Arithmetical Checking and Correction.....	66
5.5	Conversion to a single currency and comparison.....	66
5.6	Check of an Unbalanced Bid.....	67
5.7	Review of Other Financial Aspects.....	67
<b>6.00</b>	<b>Award of Contract.....</b>	<b>68</b>
6.1	Contract Negotiation.....	68
6.2	Acceptance of Bid.....	68



## **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, Clause 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 Train Protection & Warning System (TPWS) Works, Package ST P-5A, ten main categories of the Bid will be examined to confirm compliance with the Minimum Qualification Requirements (as specified in Stage 3 below) and Technical Requirements as per the following weightages:
- d) For compliance to the Technical Requirements, the following parameters and weightages will be considered in the rating:

<b>Technical Evaluation items</b>	<b>Available Points</b>
General Execution Scheme	12
Layout Plan of Contractor's Site Installations & its Security	8
Contractor's Proposed Construction Equipment	10
Basic Programme for the Works:	14
Organization Charts and Manning Schedule	10
Proposed Key Personnel	15
Design Schedule	6
Technical Particulars of TPWS System	12
Proposed Manufacturers and Sub-contractors	8
Proposed Transfer of Technology	5
<b>TOTAL</b>	<b>100</b>

**A.4 Bid Forms:**

- a) Bidders should note that the information required to be inserted into the Bid Forms shall be comprehensive and detailed. The Bid Evaluation will be completed within a restricted period and the absolute detail of all data on all submitted Forms will not be completely reviewed during this evaluation. Accordingly, and as the Bid Forms will form part of the Contract, any future use of the data on these Forms shall be subject to the Employer's and Engineer's future review, acceptance or correction during the Time for Completion 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 Engineer 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) The power of attorney for the Bid signatory is in the correct form and properly notarised [Ref. ITB 20.2 and ITB 20.3]
  - ii) All Bid Forms have been signed by the Authorised Signatory and stamped [Ref. ITB 20.2 and ITB 20.3]
  - iii) All pages of Bid are initialled by the Authorised Signatory, serially numbered indexed and bound [Ref. ITB 20.2]
  - iv) All pages of the Bid Documents have been returned, duly signed by the Authorised Signatory [Ref. ITB 20.5]
  - v) All data to be entered by the Bidder has been provided [Ref. ITB 12.1]
  - vi) Any alterations are initialled by Authorised Signatory [Ref. ITB 20.4]
  - vii) The required number of copies of the Bid have been submitted [Ref. ITB 20.1]
  - viii) All copies of the Bid are identical [Ref. ITB 20.1]

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 all the terms, conditions and specifications of the Bid Documents, without material deviation or reservation. A material deviation or reservation is one:
  - i) which affects in any substantial way the scope, quality or performance of the Works;
  - ii) which limits in any substantial way, inconsistent with the Bid Documents, the Employer’s rights or the Bidder’s obligations under the Contract; or
  - iii) whose rectification would affect unfairly the competitive position of other Bidders presenting fully responsive Bids.
- d) 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.
- e) 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 [Ref. ITB 19]
  - ii) The Bidder and/or JV Information Sheets (Forms ELI-1.1&1.2) 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 [Ref. ITB 8]
  - 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**

The following requirements of the Instructions to Bidders, as per Clause 4, 11 & 17 will be checked to ensure compliance:

- (a) Eligibility:
  - (i) Form ELI-1.1 – Bidder Information Form
  - (ii) Form ELI-1.2 – Bidder Partner Information Form
  - (iii) No Conflict of Interest
  - (iv) JICA Ineligibility
  - (v) No Bannig of Business by Ministry of Railways
  - (vi) Letter of Technical Bid
  - (vii) Undertaking of Willingness of Sub-contractors/Sub-consultants to associate with the Bidder.
- (b) Historical Contract Non-Performance:
  - (i) Form CON – Historical Contract Non-Performance
  - (ii) Form CON – Pending Litigation/Arbitration
- (c) Finance Situation:
  - (i) Form FIN-1 – Financial Situation
  - (ii) Form FIN-2 – Average Annual Procurement / Construction Turnover
  - (iii) Form FIN-3 – Financial Resources
  - (iv) Form FIN-4 – Information on current commitments on all contracts
  - (v) Form FIN-5 – Acknowledgement of Compliance with Guideline for Procurement under Japanese ODA Loans
  - (vi) Form FIN-6- Declaration by Bidders with respect to origin of goods and the eligibility of supplier(s)
- (d) JV Requirements
  - (i) Lead Partner to be from Japan & to have Maximum Financial Stake
  - (ii) Joint and Several Liability
  - (iii) Share of Work of Japanese Partners to be > 50%
  - (iv) Joint Venture / Consortium/Association Agreement
- (e) Experience
  - (i) Form EXP1 – General Experience of Design, Supply, Installation, testing and Commissioning
  - (ii) Form EXP 2 – Specific Experience of Design, Supply, Installation, Testing and Commissioning
  - (iii) Form EXP 3 – Specific Design, Supply, Installation, Testing and Commissioning Experience in Key Activities.
  - (iv) Form EXP 4 – Specific Design Experience

### 3.3 Result of Evaluation

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.

Factor	Table 2.1 Eligibility					
	Sub-Factor	Requirement	Bidder			Documentation Required
			Single Entity	Joint Venture/Consortium/Association		
				All partners combined	Each partner	
<b>2.1.1 Nationality</b>	Nationality in accordance with ITB 4.2	Must meet requirement	Existing or intended JV /Consortium/ Association must meet requirement	Must meet requirement	N / A	Forms ELI -1.1 and ELI -1.2 with attachments
<b>2.1.2 Conflict of Interest</b>	No- conflicts of interests as described in ITB 4.3.	Must meet requirement	Existing or intended JV /Consortium/ Association must meet requirement	Must meet requirement	N / A	Letter of Technical Bid and Undertaking
<b>2.1.3 JICA Ineligibility</b>	Not having been declared ineligible by JICA as described in ITB 4.4	Must meet requirement	Existing or intended JV /Consortium/ Association must meet requirement	Must meet requirement	N / A	Letter of Technical Bid
<b>2.1.4 Banning of Business with MOR</b>	Not having been banned for business with Ministry of Railways along with any of its attached and subordinate offices. Source: indianrailways.gov.in/railwayboard	Must meet requirement	Existing or intended JV /Consortium/ Association must meet requirement	Must meet requirement	N / A	Letter of Technical Bid and Undertaking

Factor	Table 2.2 Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture /Consortium/Association			
All partners combined			Each partner	At least one partner		
<b>2.2.1 History of non-performing contracts</b>	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
<b>2.2.2 Pending Litigation (including Arbitration)</b>	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	Table 2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture/ Consortium/Association			
All partners combined			Each partner	At least One Partner		
<b>2.3.1</b>  <b>Historical Financial Performance</b>	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.  Total of Net Worth for last 5 years shall be positive.  (Note that the Bidder's net worth shall be calculated as the difference between total assets and total liabilities. Total liabilities include long term and short term liabilities.)	Must meet requirement	N / A	Must meet requirement	N / A	Form FIN –1 with attachments
<b>2.3.2</b>  <b>Average Annual Procurement / Construction Turnover</b>	Minimum average annual procurement / construction turnover of 24.7 million USD <sup>1</sup> , 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 Fifteen per cent (25%) of the requirement	Must meet Thirty per cent (40%) of the requirement	Form FIN –2
<b>2.3.3</b>  <b>Financial Resources</b>	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 (i) cash-flow requirement of 6.2 Million USD <sup>1</sup> , and (ii) the overall cash flow requirement for this contract and other commitments.	Must meet requirement	Must meet requirement	Must meet Fifteen per cent (25%) of the requirement	Must meet Thirty per cent (40%) of the requirement	Form FIN –3 & FIN -4

<b>2.3.4</b> <b>JICA Guidelines</b>	Bidder is to confirm compliance with JICA Guidelines for Procurement of Japanese ODA Loans.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form FIN - 5
<b>2.3.5</b> <b>JICA Guidelines</b>	Declaration by Bidder with respect to origin of goods and the eligibility of supplier(s) in case of single entity or JV/Consortium.	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN - 6

Factor	2.4 JV Requirements					
	Sub-Factor	Requirement	Criteria			Documentation Required
			Single Entity	Bidder		
				Joint Venture /Consortium/Association		
			All partners combined	Each partner	Lead Partner	
2.4.1 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
2.4.2 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	Lead Partner must meet requirement	JV/Consortium/ Association Agreement
2.4.3 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
2.4.4 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
2.4.5 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	Table 2.5 Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture/ Consortium/ Association			
All partners combined			Each partner	At least one partner		
<b>2.5.1</b> <b>General Construction Experience</b>	Experience under construction contracts in the role of contractor, management contractor <sup>2</sup> , 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 With project description sheets including major work quantities
<b>2.5.2</b> <b>Specific Design Supply, Installation, Testing and Commissioning Experience</b>	Experience exclusively in the role of prime contractor or partner in existing or past JV or subcontractor, in at least one contract Within the last ten (10) years prior to the application submission deadline, that have been substantially completed or have received Taking-over Certificate for whole of the Works as the result of being successfully and substantially completed and that are similar to the proposed Works. The project shall be considered to have been substantially completed if the Bidder has received payment against the work done to the extent of 80% or more of the contract value. The similarity shall be based on the, complexity, methods/technology or other characteristics as described in the Employer's Requirements. The Works pertaining to Railways/Metro Railways/Monorails which include TPWS only shall be considered.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 2 With project description sheets including major work quantities

<p><b>2.5.3</b> <b>Specific Supply, Installation, Testing and Commissioning Experience in Key Activities</b></p>	<p>For the above or other contracts executed during the period stipulated in Sub-factor 2.5.2 above, as a prime contractor, management contractor<sup>2</sup> or sub-contractor should have a minimum supply, installation, testing and commissioning experience, in the following key activities:</p> <p>a. On-board equipment of ATP/ ETCS/ Train Protection &amp; Warning System to Railways/Metro Railway/Monorails - 19 On Board devices of rolling stock in any one year in last ten years.</p> <p>b. Track side/ line side equipment of ATP/ ETCS/ Train Protection &amp; Warning System to Railways/Metro Railway/Monorails - 27 Route km in any one year in last ten years.</p>	<p>Must meet requirements (can be a specialist subcontractor)</p> <p>Must meet requirements (can be a specialist subcontractor)</p>	<p>Must meet requirements (can be a specialist subcontractor)</p> <p>Must meet requirements (can be a specialist subcontractor)</p>	<p>N/A</p> <p>N/A</p>	<p>N/A</p> <p>N/A</p>	<p>Form EXP – 3</p> <p>With project description sheets including major work quantities</p>
--	--	---	---	-----------------------	-----------------------	--

<p><b>2.5.4</b></p> <p><b>Specific Design Experience</b></p>	<p>(1) Experience exclusively in the role of prime contractor, sub-contractor, design consultant or sub design consultant in works including Design and Build works within the last ten years, that have been substantially completed or have received taking-over Certificate for whole of the Works as the result of successfully and substantially completed and that are similar to the proposed works. The project shall be considered to have been substantially completed if the applicant has received payment against the work done to the extent of 80% or more of the contract value.</p> <p>The similarity shall be based on the complexity, methods/technology or other characteristics as described in Scope of Works.</p> <p>The Design part shall include design of, TPWS/ATP/ETCS in Railways/Metro Railway/Monorails System</p> <p>The requirement can be met subsystem wise.</p>	<p>Must meet requirement (can be a specialist Design Contractor or Design Consultant or Sub Design Consultant)</p>	<p>Must meet requirement (can be a specialist Design Contractor or Design Consultant or Sub Design Consultant)</p>	<p>N/A</p>	<p>N/A</p>	<p>Form EXP – 4</p> <p>With project description sheets</p>
--	---	--	--	------------	------------	--

- Note:**
- 1 The Foreign Exchange rate shall be TTS rate of Bank of Tokyo Mitsubishi UFJ (BTMU), as on 17.09.2014. In case the BTMU TTS rate as on the specified date is not available, the TTS Rate available as on the next working day shall be considered. The bidder shall also submit the documentary evidence in respect of the same.
  2. 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.

**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 ten (10) Technical Evaluation items listed below, will be checked and each will be evaluated on the basis of the criteria stated herein.
- d) This criteria 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, Bidder must achieve a total score of atleast 70 points overall.
- e) Bidders must also achieve a score for each item of at least 50% of the available points.

Technical Evaluation Items		Available Points
1	General Execution Scheme	12
2	Layout Plan of Contractor’s Site Installations & its security	8
3	Contractor’s Proposed Construction Equipment	10
4	Basic Programme for the Works	14
5	Organization Charts and Manning Schedule	10
6	Proposed Key Personnel	15
7	Design Schedule	6
8	Technical Particulars of TPWS system	12
9	Proposed Manufacturers and Sub-contractors	8
10	Proposed Transfer of Technology	5
	Total	100

4.2 Result of Evaluation

Subject to Clause A.3 of these Bid Evaluation Procedures, any Bid that is evaluated to “Fail”, as determined above, will be considered as not substantially conforming to the requirements of the Bid Documents, will be rejected at this Stage and will not be subjected to any further evaluation.

4.3 General Execution Scheme

- a) The evaluation of the General Execution Scheme proposed by the Bidder in the **Bid Form I-B-1** will be made according to the following Evaluation Sub-Items:

<b>General Execution Scheme:</b>		<b>Available Points</b>
1	Method Statement for each part of the works including validation of Employer's data, use of valid tools including for system, basic and other design stages.	3
2	Sequencing of Works and coordination with Other Contractors.	2
3	Design and Drawing Production Management	2
4	Quality Control Plan	1
5	Progress Control Plan	1
6	Safety Control Plan	1
7	Security Control Plan	1
8	Environmental Control Plan	1
	Total	12

- 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; organized; integrated: 15%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; 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; organized; integrated: 60%



Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well integrated: 80%

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

4.4 Evaluation of Layout Plan of Contractor’s Site installations and its security

- a) The evaluation of the Layout Plan of Bidder’s Site installations 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:

Layout Plan of Contractor’s Site Installations & its Security		Available Points
1	Temporary buildings, storage and pre-wiring areas	2
2	Facility for Site tests of components and their assemblies	3
3	Security for Location boxes, cables laid, other outdoor equipment and equipment installed in station rooms and Auto Location Huts.	3
	Total	8

- 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 unorganized, somewhat integrated: 10%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 15%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; 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 unorganized, somewhat integrated: 40%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 60%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well integrated: 80%

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

4.5 Evaluation of Contractor’s Proposed Construction Equipment

- a) The evaluation of the Contractor’s Construction Equipment proposed to be used by the Bidder for progressing the work 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. For each sub-item method statement, sequencing of Works, Access to site and number of Equipment required to complete the work according to the Work schedule should be covered.

Contractor’s Proposed Construction Equipment		Available Points
1	For Transport and laying of outdoor cables.	3.5
2	For digging cable trenches and backfilling.	3.5
3	For transport and installation of heavy equipment such as location boxes.	3
	Total	10

- b) The points will be evaluated for each item of the above for which details are required to be listed and technical submissions provided with the original Schedules.

- c) 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 unorganized; somewhat integrated: 10%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 20%

- ii) Quality of the content (max 80%):

Not addressed or failed to answer question appropriately: 0%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 80%

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

4.6 Evaluation of Basic Programme for Construction and Erection of Equipment

- a) The evaluation of Basic Programme for Construction and Erection of Equipment proposed by the Bidder in the **Bid Form I-B-4** as instructed in Section 3 of the Bid Documents. All the issues as required in Section 3 shall be covered ensuring completion of Permanent Works over the route within the Time schedule. Evaluation Sub-Items are given below:

Basic Programme for the Works		Available Points
1	TPWS (onboard)	5
2	TPWS (lineside)	9
	Total	14

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 unorganized, somewhat integrated: 10%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 15%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; 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 unorganized, somewhat integrated: 40%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 60%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well integrated: 80%

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

#### 4.7 Evaluation of Organization Charts and Manning Schedule

a) The evaluation of Organisation Charts and Manning Schedule proposed by the Bidder in the **Bid Form I-B-5** as instructed in Section 3 of the Bid Documents, will be made according to the following Evaluation Sub-Items:

Organization Charts and Manning Schedule		Available Points
1	Head Office Organization Chart of all partners and subcontractors	2
2	Combined Site Organization Chart including all partners and subcontractors	4
3	Manning Schedule	4
	Total	10

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; organized; integrated: 15%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; 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; organized; integrated: 60%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well integrated: 80%

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

#### 4.8 Evaluation of Proposed Key Personnel

a) This part of the evaluation shall be of the Key Personnel proposed by the Bidder in the two **Bid Forms PER 1, and PER-2** as instructed in Section 3 of the Bid Documents. Evaluation will be according to the following Evaluation Sub-Items:

Proposed Key Personnel		Available Points
1	Total experience	5
2	Similar work experience	3
3	Similar position experience	3
4	Overall suitability of proposal	4
	Total	15

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 unorganized, somewhat integrated: 10%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 15%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well integrated: 20%

ii) Quality of the content (max 80%):

Not addressed or failed to answer question appropriately: 0%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 80%

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

#### 4.9 Evaluation of Design Schedule

a) The evaluation of the Design Schedule by the Bidder in **Form I-B-6** as instructed in Section 3 of the Bid Documents, will be made according to the following Evaluation Sub-Items:

Design Schedule		Available Points
1	Narrative description of the Works	2
2	Proposed drawings	2
3	Design Work Schedule	2
	Total	6

b) The points will be evaluated for each item of the above for which details are required to be listed and technical submissions provided with the original Schedules.

c) 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 unorganized; somewhat integrated: 10%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 20%

ii) Quality of the content (max 80%):

Not addressed or failed to answer question appropriately: 0%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 80%

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

#### 4.10 Evaluation of Technical Particulars of TPWS System

a) The evaluation of the Technical Particulars of the Installation Components covering major System design Equipment and component particulars and ratings proposed by the Bidder in **Form I-B-7** as instructed in Section 3 of the Bid Documents, will be made according to the following Evaluation Sub-Items:

Technical Particulars of the TPWS Works		Available Points
1	System Design	3
2	TPWS (onboard)	4
3	TPWS (lineside)	5
	Total	12

- b) The points will be evaluated for each item of the above for which details are required to be listed and technical submissions provided with the original Schedules.
- c) 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 unorganized; somewhat integrated: 10%
    - Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 20%
  - ii) Quality of the content (max 80%):
    - Not addressed or failed to answer question appropriately: 0%
    - Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 80%
  - iii) Calculation will be to two decimal places. No interpolation of percentages will be applied.

4.11 Evaluation of Proposed list of Manufacturers and Sub-Contractors. selected by the Bidder for Construction and Erection of Equipment:

- a) The evaluation of proposed list of Manufacturers and Sub-Contractors selected by the Bidder for Construction and Erection and Country of Origin of Equipment by the Bidder in the **Bid Forms, I-B-8 and B-9** as instructed in Section 3 of the Bid Documents. All the issues as required in Section 3 shall be covered ensuring completion of Permanent Works over the route within the Time schedule. Evaluation Sub-Items are given below:

Proposed List of Manufacturers and Sub-Contractors for Construction and Erection of Equipment and Countries of Origin		Available Points
1	TPWS (onboard)	4
2	TPWS (lineside)	4
	Total	8.0

- b) The points will be evaluated for each item of the above for which details are required to be listed and technical submissions provided with the original Schedules.
- c) 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 unorganized; somewhat integrated: 10%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 20%

ii) Quality of the content (max 80%):

Not addressed or failed to answer question appropriately: 0%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 80%

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

4.12 Evaluation of Proposed Transfer of Technology

a) The evaluation of proposed Transfer of Technology by the Bidder in the **Bid Form I-B-10** as instructed in Section 3 of the Bid Documents. All the issues as required in Section 3 shall be covered ensuring completion of Permanent Works over the route within the Time schedule. Evaluation Sub-Items are given below:

Proposed Transfer of Technology		Available Points
1	<b>TPWS</b>	<b>5</b>
	Total	5.0

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 unorganized, somewhat integrated: 10%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 15%

Exceeds requirements; achievable; applies best practices; clearly and concisely presented; logically organized; well integrated: 20%

ii) Quality of the content (max 80%):

Not addressed or failed to answer question appropriately: 0%

Meets requirement; achievable; suitable; acceptably presented; organized; integrated: 80%

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



4.13 Evaluation result:

A report on the result of the technical evaluation will be made and submitted to JICA for its concurrence. Only after concurrence by JICA will the Bidders, whose Bid has passed the Technical Evaluation, proceed to the next stage, Financial Evaluation.

## **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 have 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
- b) The Bid evaluation will take into account the prices quoted in the Price Schedules and other financial features of the Bid. Unconditional price discount offered in any form will be accepted.
- c) In principle the lowest priced Bidder resulting from 5.3 (a) and (b) 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, as on 17.09.2014 irrespective of the due date for submission of the Bid.

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.

#### 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 of those prices with the construction methods and schedule proposed.
- 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 7 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 Lump Sum price will be subject to the measures described in Clause 5.6 above.

## **6.00 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 F. Award of Contract of the Instructions to Bidders.

\* \* \* \* \*

## **SECTION 3: BID FORMS**

- A. Qualification Requirements**
- B. Bid Requirements**
- C. Technical Proposal**
- D. Check List**

## Table of Forms

Form	Page
<b>A. Qualification Requirements</b>	72
Form ELI -1.1: Bidder Information Form	73
Form ELI -1.2: Bidder Partner Information Form	74
Form CON: Historical Contract Non-Performance	75
Form FIN – 1: Financial Situation	77
Form FIN – 2: Average Annual Construction Turnover	79
Form FIN – 3: Financial Resources	80
Form FIN – 4: Current Contract Commitments – Works in Progress	81
Form FIN – 5: Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans	82
Form FIN – 6: Procurement Procedure	83
Form - Joint Venture / Consortium/ Association Agreement	84
Form EXP – 1 General Construction Experience	87
Form EXP – 2 Specific Experience of Design, Supply, Installation, Testing and Commissioning	88
Form EXP – 3 Specific Supply, Installation, Testing and Commissioning Experience in Key Activities	90
Form EXP – 4 Specific Design Experience	92
<b>B. Bid Requirements</b>	93
Pro-forma Letter of Participation from Each Member of Joint Venture (JV)/ Association/ Consortium)	94
Power of Attorney for Authorized Signatory of Joint Venture (JV)/ Consortium/ Association Members	95
Power of Attorney to Authorized Signatory of Joint Venture (JV)/ Association/ Consortium)	96
Form of Bid Security	98
<b>C. Technical Proposal</b>	99
Letter of Technical Bid	100
Technical Proposal Forms	102
FORM I-B-1 General Execution Scheme	103
FORM I-B-2 Layout Plan of Contractor's Site Installation and its Security	105
FORM I-B-3 Contractor's Proposed Construction Equipment	106
FORM I-B-4 Basic Programme for the Works	108
FORM I-B-5 Organization Charts and Manning Schedule	110
Form PER – 1: Proposed Personnel	112
Form PER – 2: Resume of Proposed Personnel	113
Form I-B-6: Design Schedule	114
Form I-B-7: Technical Particulars – TPWS System	115
FORM I-B-8 Proposed Manufacturers and Subcontractors	122

FORM I-B-9 Countries of origin	123
Form I-B-10: Transfer of Technology (TOT) TPWS System	125
Form I-B-11: Certificate confirming submission of all documents of financial submissions in the technical bid with prices left blank	126
<b>D. Check list of Submission of Documents for Technical Bid</b>	127

## **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 <i>[insert full legal name]</i>
In case of Joint Venture (JV) /Consortium/Association, legal name of each partner: <i>[insert full legal name of each partner in JV/Consortium/Association]</i>
Bidder's actual or intended country of constitution: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of constitution: <i>[indicate year of Constitution]</i>
Bidder's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i>
Bidder's Authorized Signatory information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate E-mail address]</i>
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 named in above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In case of JV/Consortium, a firm JV/Consortium/Association Agreement <sup>*1</sup> , in accordance with ITB 11.4 (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 <sup>*1</sup> : The Original firm Agreement among the JV / Consortium / Association Partners is required to be submitted defining; the Scope of Work of each of the JV / Consortium/ Association Partner, % share in the JV/Consortium/Association , joint & several responsibility by all the JV / Consortium/Association Partners as per the format provided in Section 3, Volume I.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## Form ELI -1.2: Bidder Partner Information Form

[The following form shall be filled in for the Bidder's partners including partner(s) of a joint venture/Consortium/Association, subcontractors, suppliers and other partners]

Date: [insert day, month, year]

Reference ID 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 legal name: [insert full legal name of Bidder partners]
Bidder Partner's country of registration: [indicate country of registration]
Bidder Partner's year of constitution: [indicate year of constitution]
Bidder Partner's legal address in country of constitution: [insert street/ number/ town or city/ country]
Bidder Partner'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]
<b>Attached are copies of the following original documents.</b> <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.

### **Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## 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]*

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

### 1. History of Non-Performing Contracts

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance <sup>#</sup> did not occur during the last two (2) years specified in Sub-factor 2.2.1 of Table 2.2 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 Sub-factor 2.2.1 of Table 2.2 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)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for non-performance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

**#** 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.  
 Information in this form shall be submitted for every JV/Consortium/Association Partner

**2. Pending Litigation / Arbitration**

<b>Pending Litigation / Arbitration</b>			
<input type="checkbox"/> No pending litigation/Arbitration in accordance with Sub-factor 2.2.2 of Table 2.2 of Stage 3 in Section 2: Evaluation and Qualification Criteria			
<input type="checkbox"/> Pending litigation/Arbitration in accordance with Sub-factor 2.2.2 of Table 2.2 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)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i>	<i>[insert amount]</i>

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 17.09.2014. In case the Reference Rate for conversion as on the specified date is not available, the Reference Rate available as on the next working day shall be considered.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

**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 ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]* pages

**1. Financial data**

<b>Historic Information for Latest five (5*) years, (US\$ Equivalent)</b>				
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)					

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU), as on 17.09.2014. In case the Reference Rate for conversion as on the specified date is not available, the Reference Rate available as on the next working day shall be considered.

- a) The Bidder shall also attach the backup calculations in respect of each of the above figures duly referenced to the figures of the Annual Report / Financial Statement or any other relevant document submitted along with his Bid.
- b) The above Form FIN – 1 shall be certified by the Independent Public or Chartered Accountant.
- c) \* 5 Financial years counted from the calendar year just prior to the calendar 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 Sub-factor 2.3.1 of Table 2.3 of Stage 3 in Section 2:, Evaluation and Qualifications 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) financial years, as indicated above, and complying with the requirements.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## Form FIN – 2: Average Annual Procurement / Construction 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 ID No.: [insert number, if any]  
 Page [insert page number] of [insert total number] pages

Annual Turnover Data Latest Five Years (Procurement / Construction only)			
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 Procurement / Construction Turnover *			

\* Average Annual Procurement / Construction 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 Sub-factor 2.3.2 of Table 2.3 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.

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$ shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 17.09.2014. In case the Reference Rate for conversion as on the specified date is not available, the Reference Rate available as on the next working day shall be considered.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

### Form FIN – 3: Financial Resources

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 construction 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 construction 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 Sub-factor 2.3.3 of Table 2.3 of Stage 3 in Section 2: Evaluation and Qualification Criteria.

**Bidder’s Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp



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

Bidders and each partner to a JV/Consortium/Association 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					

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## Form FIN – 5: Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans

- A) I, \_\_\_\_\_ (name and position of authorized signatory) duly authorized by \_\_\_\_\_ (name \_\_\_\_\_ of Bidder/partner of Joint venture or consortium or Association (JVA)) (“Bidder”) hereby certify on behalf of the Bidder and myself that information provided in the Bid submitted by the Bidder for (Loan No and name of the Project) is true, correct and accurate to the best of my knowledge and belief. I further certify that on behalf of the Bidder that;
- (i) the Bid has been prepared and submitted in compliance with the terms and conditions set forth in Guidelines for Procurement under Japanese ODA Loans (“Guidelines”); and
  - (ii) the Bidder has not taken any action which is or constitutes a corrupt, fraudulent, collusive or coercive practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines.
- B) I certify that neither the Bidder nor any subcontractor, or expert nominated by the Bidder in the Bid has been sanctioned by any development assistance organizations<sup>1\*</sup>.
- C) I further certify on behalf of the Bidder that, if selected to undertake services in connection with the Project, we shall carry out such services in continuing compliance with the terms and conditions of the Guidelines.

**Bidder’s Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

---

<sup>1\*</sup> If the Bidder or any subcontractor or expert nominated by the Bidder has once been or once constituted a corrupt, fraudulent, or coercive practice and has been sanctioned by any development assistance organizations in the past five years, it shall modify the Clause B) accordingly and shall provide the following information;

- (a) The name of the organization which sanctioned the Bidder or subcontractor or JVA/Consortium/Association partner, or expert nominated by the Bidder.
- (b) The period of the sanction.

However, the borrower shall not disqualify such a bidder only because of this matter.

## Form FIN – 6: Procurement Procedure

### A) Declaration in case Bidder is single Entity.

(Declaration with respect to the origin of goods and the eligibility of supplier (s))

I, the undersigned, hereby certify that the total costs of goods procured from Japan, the Eligible Local Manufacturing Company (ies) and the Eligible Development Partners' Manufacturing Company (ies) are ( ) percent ( %) of the amount of the Contract.

I, the undersigned, further certify that, (name of prime contractor) has been incorporated and registered in Japan, has its appropriate facilities for producing or providing the goods and services in Japan and actually conducts its business there.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

**OR**

### B) Declaration in case Bidder is JV /Consortium

(Declaration in case of prime contractor is a joint venture / consortium)

I, the undersigned, hereby certify that the total costs of goods procured from Japan, the Eligible Local Manufacturing Company (ies) and the Eligible Development Partners' Manufacturing Company (ies) are ( ) percent ( %) of the amount of the Contract.

I, the undersigned, further certify that the total share of work of Japanese Partners in the joint venture is more than fifty percent (50%) of the Contract amount, the lead partner and other partner regarded as Japanese Partners have been incorporated and registered in Japan, have their appropriate facilities for producing or providing the goods and services in Japan and actually conducts their business there, and that the partners except Japanese partners have been incorporated and registered in Japan or India, have their appropriate facilities for producing or providing the goods and services in Japan or India and actually conduct their business there.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## 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 \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as) is the Lead Partner of the Joint Venture / Consortium/ Association and acting as the authorized representative of the Joint Venture / Consortium/ Association on first part; and

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as ` \_\_\_\_\_') in the capacity of a Joint Partner of the Joint Venture / Consortium/ Association on the other part; and

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as ` \_\_\_\_\_') in the capacity of a Joint Partner of the Joint Venture / Consortium/ Association 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:

Dedicated Freight Corridor Corporation of India Limited (DFCCIL) [hereinafter referred to as “Employer”] has invited bids for \_\_\_\_\_ “[Insert name of work]”

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 / Consortium/ Association Agreement.
  - i. Invitation for bid;
  - ii. Bid Documents issued by the Employer
  - iii. Any Addendum/Corrigendum to the Bidding Documents issued by the Employer
  - iv. The Bid submitted on our behalf jointly by the Authorised Signatory 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.
- c) Execution of detailed JV/Consortium/Association agreement by the Parties, setting out detailed terms after award of work by the Employer, substantially covering the requirements as mentioned in Bid Documents.

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 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.*

## Form EXP – 1 General Construction Experience

*[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 design and procurement experience over the past five (5) years pursuant to Sub-factor 2.5.1 of Table 2.5 of Stage 3 in Section 2: Evaluation and Qualification Criteria . List contracts chronologically, according to their commencement (starting) dates.]*

General Design, Supply, Installation, Testing & Commissioning Experience			
Starting Month / Year	Ending Month / Year	Contract Identification	Role of Bidder
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Contract name: <i>[insert full name]</i> Brief description of the Works performed by the Bidder: <i>[describe Works performed briefly]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i>	<i>[insert "Contractor" or "Sub-contractor" or "Management Contractor"]</i>

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## Form EXP – 2

### Specific Experience of Design, Supply, Installation, Testing and Commissioning

*[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 ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]* pages

**Fill up one (1) form per contract.**

Contract of Similar Size and Nature		
Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information	
Contract Identification	<i>[insert contract name and Reference ID]</i>	
Award Date	<i>[insert day, month, year, i.e., xx xxx, xxxx]</i>	
Completion Date	<i>[insert day, month, year, i.e., xx xxx, xxxx]</i>	
Role in Contract	<b>Insert “Prime Contractor or as a “Partner in a Joint Venture” Only</b>	
Total Contract Amount	<i>[insert total contract amount in US\$]</i>	
If partner in a JV, specify participation in total contract amount	<i>Participation %age amount</i>	<i>Total Contract amount</i>
	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in US\$]</i>
Employer's Name:	<i>[insert full name]</i>	
Address:	<i>[indicate street / number / town or city / country]</i>	
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and city area codes]</i>	
E-mail:	<i>[insert E-mail address, if available]</i>	



## Form EXP – 2 (cont.)

### Specific Experience of Design, Supply, Installation, Testing and Commissioning

Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i>	Information
Description of the similarity in accordance with Sub-factor 2.5.2 of Table 2.5 of Stage 3 in Section 2: Evaluation and Qualification Criteria	
1. Amount	<i>[insert amount in US\$]</i>
2. Physical Size	<i>[insert physical size of activities]</i>
3. Complexity	<i>[insert description of complexity]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Other Characteristics	<i>[insert other characteristics as described in Section 8 &amp; 9, Scope of Works]</i>

**Note:**

The foreign exchange rate for conversion of any currency to JPY and subsequently to US\$, shall be TTS rate of the Bank of Tokyo Mitsubishi UFJ (BTMU) as on 17.09.2014 irrespective of the due date for submission of the Bid. In case the Reference Rate for conversion as on the specified date is not available, the Reference Rate available as on the next working day shall be considered. The Bidder shall also submit the documentary evidence in respect of the same.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## Form EXP – 3

### Specific Supply, Installation, Testing and Commissioning Experience in Key Activities

Date: *[insert day, month, year]*  
 Bidder's Legal Name: *[insert full name]*  
 Bidder's Party Legal Name: *[insert full name]*  
 Subcontractor's Legal Name (as per ITB 17.1(BDS)) *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]*  
 pages

**Fill up one (1) form per contract.**

1. Key Activity No. (1) \_\_\_\_\_: *[insert brief description of the Activity, emphasizing its specificity]*

Contract with Similar Key Activities			
Item	Information		
Contract Identification	<i>[insert contract name and number, if</i>		
Award Date	<i>[insert day, month, year, i.e., xx xxx, xxxx]</i>		
Completion Date	<i>[insert day, month, year, i.e., xx xxx, xxxx]</i>		
Role in Contract <i>[check the appropriate box]</i>	Prime Contractor <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor  <input type="checkbox"/>
Total Contract Amount	<i>[insert total contract amount in US\$]</i>		
If partner in a JV or subcontractor, specify participation of total contract amount	<i>Participation %age amount</i>	<i>Total Contract amount</i>	
	<i>[insert a percentage amount]#</i>	<i>[insert total contract amount in US\$]</i>	
Employer's Name:	<i>[insert full name]</i>		
Address:	<i>[indicate street / number / town or city / country]</i>		
Telephone/Fax Number:	<i>[insert telephone/fax numbers, including country and</i>		
E-mail:	<i>city area codes]</i> <i>[insert E-mail address, if available]</i>		

**#** *The Bidder shall submit the documentary evidence regarding its Percentage of participation in the JV for the claimed project towards Specific Construction Experience.*

2. Key Activity No.(2) \_\_\_\_\_

3. Key Activity No. (3) \_\_\_\_\_

## Form EXP – 3 (contd.) Specific Supply, Installation, Testing and Commissioning Experience

**Information in respect of each of the claimed experience:**

Sl. No.	Description of the Key activities in accordance with Sub-Factor 2.5.3 of Table 2.5 of Section 2:	[insert response to inquiry indicated in left column]
1	Supply of On-board equipment of ATP/ ETCS/ Train Protection & Warning System to Railways/Metro Railway/Monorails in any one year in last ten years.	
2	Supply of Track side/ line side equipment of ATP/ ETCS/ Train Protection & Warning System to Railways/Metro Railway/Monorails in any one year in last ten years.	
3	Installation, Testing and Commissioning of track side ATP/ ETCS/ Train Protection & Warning System to Railways/Metro Railway/Monorails in any one year in last ten years.	

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## Form EXP - 4 Specific Design Experience

Date: *[insert day, month, year]*  
 Applicant's Legal Name: *[insert full name]*  
 Applicant's Party Legal Name: *[insert full name]*  
 Subcontractor's Legal Name (as per ITB 17.1(BDS)) *[insert full name]*  
 Reference ID No.: *[insert number, if any]*  
 Page *[insert page number]* of *[insert total number]*  
 pages

**Fill up one (1) form per contract.**

*[insert brief description of the Experience, emphasizing its specificity]*

S. No.	Description of the Experience in accordance with Sub Factor 2.5.4 of Table 2.5 of Section 2	[insert response to inquiry indicated in left column]
1.	Adequate Design capability for design of TPWS system.  (a) Description of Design work carried out.  (b) Nature of Project for which Design was carried out comparable to the present project i.e. physical size, complexity and method forms.	

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## **B. Bid Requirements**

**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. For Bidders from outside India, submission of this form is not mandatory. 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)  
5<sup>th</sup> Floor, Pragati Maidan Metro Station Building  
New Delhi – 110 001

Re: \_\_\_\_\_ “[Insert name of work]”

Ref: Your notice for Invitation for Bid (IFB) \_\_\_\_\_

1. We wish to confirm that our company/firm (delete as appropriate) has formed a (JV)/Association/Consortium for the purposes associated with IFB 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 legalised by the Indian Embassy, if they carry a conforming Apostille certificate.*

**Power of Attorney for Authorized Signatory of Joint Venture (JV)/Consortium/Association Partners**

***(For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. 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, M/s. \_\_\_\_\_ (Lead Partner), M/s. \_\_\_\_\_, M/s \_\_\_\_\_, and M/s ----- 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 Train Protection and Warning System ST P-5A 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 \_\_\_\_\_ 201\_\_\_\_\_.

(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, 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 to Authorized Representative of Joint Venture (JV)/Association/Consortium (For Bidders in India to be executed on non-judicial Stamp paper of appropriate value. For Bidders from outside India, submission of this form is not mandatory. 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.)**

<sup>1</sup>  
**POWER OF ATTORNEY**

Whereas Dedicated Freight Corridor Corporation of India Limited has invited bids for the work of Train Protection and Warning System ST P-5A and

Whereas, the members of the Joint Venture/Consortium/Association comprising of M/s. \_\_\_\_\_ (lead partner), M/s. \_\_\_\_\_, M/s \_\_\_\_\_, .... and M/s----- 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/Association to designate representative of the lead partner as the authorized signatory, with all necessary power and authority to do, for and on behalf of the Joint Venture/Consortium/Association, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. \_\_\_\_\_ (Lead Partner), M/s. \_\_\_\_\_, M/s \_\_\_\_\_, .... and M/s----- hereby designate Mr/Ms. \_\_\_\_\_, being representative of the lead partner of the Joint Venture/Consortium/Association, as the authorized signatory of the Joint Venture/Consortium/Association, to do on behalf of the Joint Venture/Consortium/Association, all or any of the acts, deeds or things necessary or incidental to the Joint Venture/Consortium/Association'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/Association, in all its dealings with the 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 signatory, 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 \_\_\_\_\_ 201 \_\_\_\_.

(Signature)

(Name in Block letters of Executants)

Seal of Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

<sup>1</sup> To be executed by all the members of the Joint Venture/Consortium/Association except the authorized signatory.

**Notes:**

1. In case of existing joint venture, 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.*

## Form of Bid Security

### (Bank Guarantee)

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

**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.

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.

## **C. Technical Proposal**

## Letter of Technical Bid

Date: .....

Loan No.: *[insert No of Loan]*

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Document, including Addenda No.: issued in accordance with Instructions to Bidders (ITB) 8;
- (b) We offer to execute in conformity with the Bid Document the following Works:  
*[insert a brief description of the Works];*
- (c) We confirm that the design data provided in our Technical Proposal and our overall assessment of the project delivery conforms to the Design Criteria as specified in the Bidding Documents, IRS and other relevant applicable codes:
- (d) We confirm that the total price of our Bid is contained in the Letter of Bid Price duly completed and included in Section 6 - Financial Submissions submitted in a separate envelope as part of the Bid Documents.
- (e) Our bid including of the Technical Proposal and Price Bid shall be valid for a period of ***[specify the number of calendar days]*** days from the date fixed for the bid submission deadline in accordance with the Bid 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, we commit to obtain a performance security in accordance with the Bid Document;
- (g) We, in accordance with BDS Sub-clause 17.1 (b), plan to subcontract the following key activities and/or parts of the Works:  
  
[Insert any of the key activities identified in Sub-factor 2.5.3 and / or 2.5.4 of Table 2.5 of Stage 3: Evaluation of Compliance with Qualification Requirements, in Section 2: Evaluation and Qualification Criteria.
- (h) We, including any subcontractors or suppliers for any part of the contract, have or will have nationalities from eligible countries, in accordance with ITB 4.2;
- (i) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3;
- (j) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We confirm that we (including any Sub-contractors and Suppliers) and any of our JV/Consortium/Association Partner's or their associating companies have not been determined ineligible by JICA in accordance with ITB 4.4 and have not been banned from doing business with Indian Railways in accordance with ITP 4.7.

(I) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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 I-B-1	General Execution Scheme
Form I-B-2	Layout Plan of Contractor's Site Installations and its Security
Form I-B-3	Contractor's Proposed Construction equipment
Form I-B-4	Basic Programme for the Works
Form I-B-5	Organization Charts and Manning Schedule
	Form Per - 1; Proposed Personnel
	Form Per -2; Resume of Proposed Personnel
Form I-B-6	Design Schedule
Form I-B-7	Technical Particulars - TPWS System
Form I-B-8	Proposed Manufacturers and Subcontractors
Form I-B-9	Countries of Origin
Form I-B-10	Transfer of Technology (TOT)
Form I-B-11	Certificate confirming submission of all documents of financial submissions in the technical bid with prices left blank

## **FORM I-B-1**

### **General Execution Scheme**

- (a) Bidders shall describe in this Form how they intend to design (where so specified in the Contract), execute, complete and take care of the Works including the remedying of any defects therein.
- (b) This Form shall not be submitted separately for each partner in the joint venture or separately for each Specialist Sub-contractor / Sub-design consultant. The General Execution Scheme shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.
- (c) 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.
- (d) Aspects which must be taken into consideration include:
  - (i) Method statements for each part of the Works.
  - (ii) Sequencing of Works and coordination with Other Contractors,
  - (iii) Design and Drawing Production Management
  - (iv) Quality Control
  - (v) Progress Control
  - (vi) Safety Control
  - (vii) Security Control
  - (viii) Comprehensive Environmental Management Plan,
  - (ix) Other information as required by the Bid Documents or considered of relevance by the Bidder.
- (e) Under the requirements for “Method statements for each part of the Works”, Bidders shall submit an outline Method Statement describing clearly the methods that he proposes to adopt for the execution of all parts of the Works. The method statements shall be in sufficient detail to demonstrate the Bidder’s understanding of the scope of the Works and all relevant requirements of the Bid Documents.
- (f) Under the requirements for “Sequencing of Works and coordination with Other Contractors”, Bidders shall demonstrate their understanding of the dates and times set for the various Works and how they intend to work proactively towards achieving complete coordination of their Works with the works of Other Contractors.
- (g) Under the requirements for “Design and Drawing Production Management”, Bidders shall submit an outline Design Management Plan, stating the locations where the design will be prepared, describing how this will be coordinated with the Employer and the Engineer at the Site, describe the responsible staff and organisation involved, anticipated numbers of documents and drawings to be submitted, number and timing of design presentations, design review method in conjunction with Project Quality Control Plan and submittals and other related matters.

- (h) Under the requirements for “Quality Control” Bidders shall submit an outline Project Quality Control Plan, describing briefly how the Bidder will control the overall execution of the Works to ensure that the specified levels of quality for the design, materials, plant and workmanship are achieved.
- (i) 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 resources planning and describing the responsible staff and organisation involved, reports to be submitted and other related matters.
- (j) Under the requirements for “Safety Control”, Bidders shall submit an outline Project Safety Control Plan, describing briefly how the Bidder will control the overall safety of the Works and personnel to ensure that acceptable levels are achieved.
- (k) Under the requirements for “Security Control”, Bidders shall submit an outline Project Security Control Plan, describing briefly how the Bidder will control the overall security of the Works and personnel to ensure that acceptable levels are achieved.
- (l) Under the requirements for “Comprehensive Environmental Management Plan”, Bidders shall submit an outline Comprehensive Environmental Management Plan describing briefly how they intend to control the overall execution of the Works to ensure compliance with the laws and regulations in force in India for environmental protection and preservation.

**Bidder’s Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp



## FORM I-B-2:

### Layout Plan of Contractor's Site Installation and its Security

- (a) Bidders shall provide in this Form, layout drawings of proposed Temporary Works, showing the location, size, and accompanied by a general description of the constructional details of all temporary buildings, temporary outdoor and indoor safe storage areas, temporary fencing, temporary roads and other required temporary facilities (maintaining civic amenities and hygiene of health as per the standard norms).
- (b) The Bidder shall also provide a schedule showing when each of such facilities will become operational and their duration.
- (c) Drawings and descriptions shall clearly indicate the Bidder's proposals for Temporary Works.
- (d) This Form shall not be submitted separately for each Partner or separately for each Specialist Sub-contractor / Sub-design consultant. The Layout Plan of Temporary Works shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.
- (e) Drawings shall consist of layout drawings with enlargements as necessary, clearly showing:
  - (i) The proposed access routes to and around the Site;
  - (ii) The proposed location for the Contractor's facilities area, indicating the proposed layout of the various facilities (offices, stores, storage areas, accommodation, Plant, Contractor's equipment, material and structural storage areas, pre-wiring, assembly & test of components;
  - (iii) The proposed access route to the Contractor's facilities area indicating gates, fencing, etc., together with proposed temporary access roads and storage areas inside the Site;
  - (iv) A description of the required temporary electric, water, telephone supplies and indicating the arrangement for temporary drainage and sewage;
  - (v) Any temporary facilities off the Site shall be described.
- (f) The Bidder shall be responsible for maintaining safe public access in, adjacent to and across the Site and in this Form he shall demonstrate how all such access will be safely maintained.
- (g) The Bidder shall submit details of security arrangements proposed for cables laid, other outdoor equipment, equipment installed in Auto Location Huts, equipment rooms etc.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## FORM I-B-3

### Contractor’s Proposed Construction Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key Construction Equipment to complete the work as per the time schedule. A separate Form shall be prepared for each item of equipment for TPWS Works:

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Function and Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	
Owner #	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

# Omit this information for equipment owned by the Bidder.

Under the requirements for “Calculation and estimate of numbers and types of required Contractor’s Equipment”, Bidders shall prepare and provide a copy of the basic resource calculations of the various monthly and total numbers, types and capacities of Contractor’s Equipment to be employed upon the Works. The information shall also include:

- (i) Assessment of type and number of equipment required
- (ii) Mobilization/de-mobilization plan for equipment for major activities of the Works.
- (iii) proposed periods of utilisation,
- (iv) expected dates of delivery to the Site,
- (v) details of maximum loads to be conveyed to the Site, showing the axle loading on the transportation equipment proposed for use.
- (vi) Contractor’s Equipment intended to be imported to India and Contractor’s Equipment intended to be re-exported after use upon the Works.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## FORM I-B-4

### Basic Programme for the Works

- (1) Bidders shall provide in this Form a Basic Programme for the Works.
- (2) The Programme shall be provided in both Bar Chart and PERT/CPM charts and it shall indicate all relevant activities for all Sections and parts of the Works.
- (3) The Programme shall take due account of the Contractor's obligations to coordinate and plan the work:
  - (i) to accommodate the requirements of the Other Contractors engaged by the Employer upon the other work LOTS under the Project.
  - (ii) to meet the stipulated Time for Completion for the whole of the Works and the Time for Completion of the various Works,
  - (iii) to accommodate the requirements of the Contract.
- (4) The Bidder shall take due account of relevant information provided in Drawings for Bid in VOLUME V.
- (5) The descriptions shall include WBS (work breakdown structure) number, relevant works for each of WBS numbers, early start and early finish, late start and finish, duration and bar charts clearly indicating critical activities. The Programme shall indicate the following:
  - (i) Procurement of TPWS System:
    - (a) Implementation Plan;
    - (b) Design;
    - (c) Manufacturing in Japan/India;
    - (d) Factory Acceptance Test;
    - (e) Test of proto-type in Japan;
    - (f) Shipping;
    - (g) Customs clearance;
    - (h) Inland transportation;
    - (i) Demonstration of proto types;
    - (j) Approval/Consent/Certificate by Engineer at necessary steps.
  - (ii) Construction and Installation of TPWS System:
    - (a) Land access and possession schedule;
    - (b) Installation of Temporary Facilities;
    - (c) Procurement of construction resources;
    - (d) Right-of-Way (ROW) survey works;
    - (e) Geotechnical investigation;
    - (f) Preparation of design for work and preparation of all shop and working drawings;
    - (g) Approval by the Engineer;
    - (h) Construction Sequence of Permanent Works;
    - (i) Inspection and testing;
    - (j) Interface with other contractors;
    - (k) Integrated testing;
    - (l) completion activities including "as-built" drawings and Operation and Maintenance manuals.
  - (iii) Transfer of Technology (TOT) for TPWS System Implementation Plan.
- (6) The Defects Notification Period shall be shown.
- (7) The Bidder shall provide separate notes and calculations in support of the durations allowed for the principal activities.

- (8) The programme shall be computer based using Primavera Suretrak, MS Project or at least equivalent software approved by the Employer. If required by the Employer, a soft copy of this programme shall be provided by the Bidder during the evaluation stage.
- (9) This Form shall not be submitted separately for each Partner or separately for each Specialist Sub-contractor / Sub-design consultant. The Programme shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## **FORM I-B-5**

### **Organisation Charts and Manning Schedule**

- (a) Bidders shall provide in this Form two (2) separate Organisation Charts and one (1) Manning Schedule for the Works 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 work. If the Bidder is a Joint Venture or Consortium or Association or uses Specialist Sub-contractor / Sub-design consultants, an organisation chart shall be provided for the head office organisation of each Partner of the Joint Venture/Consortium/Association and of each Specialist Sub-contractor / Sub-design consultant.
  - (ii) **Site Organisation Chart**

One organisation chart shall be provided for the Bidder's proposed site organisation indicating the proposed structure, staff members and positions necessary to adequately manage and control the Works.
  - (iii) **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) The Site 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) Chief Design Engineers for TPWS design are important for preparation of drawings and calculations. In doing so the Bidder shall demonstrate clearly that they have the capability to provide sufficient, capable and competent staff for the Works. The proposed staff shall be considered and evaluated in the Technical Evaluation.
- (d) The Site Organisation Charts and Manning schedule shall not be submitted separately for each Partner in the Joint Venture or separately for each Specialist Sub-contractor / Sub-design consultant. The structure of the site organization shall be submitted jointly by the Joint Venture including the Specialist Sub-contractor / Sub-design consultants. These documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission, with the names of any Partners or Specialist Sub-contractor / Sub-design consultants indicated against the appropriate positions.
- (e) The minimum requirements of personnel are tabulated below.

<b>SPECIFIED MINIMUM REQUIREMENTS</b>				
<b>No.</b>	<b>Title of Position</b>	<b>Minimum Required Experience (Years)</b>		
		Total Experience	Similar Works*	Similar Position
1	Project Manager	□ 20	□ 10	□ 5
2	Chief Design Engineer (TPWS)	□ 15	□ 10	□ 5
3	Chief System Integrator	15	10	5
4	Contract Engineer	□ 15	□ 5	□ 3
5	SHE Director	15	5	3
6	Quality Assurance Engineer	□ 15	□ 5	□ 3
7	Chief Engineer (TPWS)	□ 15	□ 5	□ 3
8	Programme Expert	□ 10	□ 5	□ 3

("Similar works" in the above expression shall mean "Railways, Metros or Monorail projects.")

**Bidder's Authorized Signatory:**

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<sup>1</sup> 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
4.	Title of position*
	Name

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

**Note<sup>1</sup>**

***All Contractor’s personnel shall be competent in written and spoken English.***

**Bidder’s Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp



**Form PER – 2: Resume of Proposed Personnel**

<b>Name of Bidder</b>
-----------------------

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
	<b>Proficiency in written &amp; spoken English</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

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

## Form I-B-6: Design Schedule

- (a) Bidders shall provide in this Form, narrative description of design works, work time schedule and preparation schedule of design drawings for TPWS System Works.
- (b) The narrative description shall include all types of design drawings and timing of submission taking into account the time for review by the Engineer
- (c) The design work schedule shall be well examined taking into account the survey schedule and construction time schedule of Permanent Works.
- (d) This Form shall not be submitted separately for each Partner or separately for each Specialist Sub-contractor / Sub-design consultant. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.
- (e) The Bidder shall insert a table of contents in the Form.

<b>Table of Contents</b>
--------------------------

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## **Form I-B-7: Technical Particulars – Train protection and Warning System**

### **1. General**

- a) The Bidder's technical proposal shall include the following details about TPWS System duly supported by typical / illustrative drawings and sketches.
- b) For applicable specifications refer to relevant clauses of the Particular Specification.
- c) The Bidder shall submit drawings, data, reports, schedules, calculations and confirmations, (as a minimum requirement) for better understanding of the Bidder's Technical Proposal for the Contract of TPWS System Design, Supply, Installation, Testing and Commissioning.
- d) The Bidder shall submit with his Bid Documents a Conceptual Preliminary Design for TPWS system with details and explanation of benefits and improvements of Design Concept to satisfy specified requirements of the Employer. If there is no improvement, a statement of conformance shall be declared for the whole section or individual clauses in the section as necessary.

### **2. General Confirmations**

- a) The Bidder shall submit Clause wise compliance to the Instructions to Bidders as included in the Bid Documents.
- b) The Bidder shall submit Clause wise compliance to the Employer's Requirements – General Specifications as included in the Bid Documents.
- c) The Bidder shall submit Clause wise compliance to the Employer's Requirements - Particular Specifications as included in the Bid Documents.
- d) Certificate confirming submission of all documents of financial submissions in the technical bid with prices left blank in Form I-B-11.

### **3. Outline Quality Plan**

- a) The Bidder shall submit as part his Bid Documents an Outline Quality Plan illustrating the intended means of compliance of the Employer's Requirements and setting out in summary form an adequate basis for the development of the more detailed document required under clause 4.9 of Conditions of Contract and Chapter 10 the General Specifications. The Outline Quality Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's quality objectives with regard to the requirements of the Contract.

### **4. Outline Safety Plan**

- a) The Bidder shall submit as part his Bid Documents an Outline Safety Plan which shall contain sufficient information to demonstrate clearly the proposals for

achieving effective and efficient safety procedures. The Outline Safety Plan shall include an outline of the safety procedures and regulations to be developed and the mechanism by which they will be implemented for ensuring safety as required by the Employer's Requirements and the Conditions of Contract.

- b) The Outline Safety Plan shall be headed with a formal statement of policy in relation to safety and shall be sufficiently informative to define the Bidder's safety plans and set out in summary an adequate basis for the development of the Site Safety Plan to be submitted in accordance with the Conditions of Contract.
- c) The Bidder may be requested to amplify, explain or develop his Outline Safety Plan prior to the date of acceptance of the Bid and to provide more details with a view to obtain provisional acceptance of such a plan.

## **5. Outline Environmental Plan**

- a) The Bidder shall submit as part of his Bid Documents an Outline Environmental Plan for installation illustrating the intended means of compliance with the requirements of the Employer's Requirements (Volume II) and setting out in summary form an adequate basis for the development of the more detailed document to be submitted under the Conditions of Contract. The Outline Environmental Plan shall contain sufficient information to demonstrate clearly the proposed method of achieving the Bidder's environmental objectives with regard to the requirement of the Contract.
- b) The Outline Environmental Plan shall be headed with a formal statement of policy in relation to environmental protection and shall be sufficiently informative to define the Bidder's environmental plans and set out in summary an adequate basis for the submission of a detailed and comprehensive site environmental quality management plan to be submitted in accordance with the Conditions of Contract. The Outline Environmental Plan shall include the methods and procedures for monitoring the Environmental Impact of the Works under the Contract
- c) The Bidder may be requested to amplify, explain or develop his Outline Environmental Plan prior to the date of acceptance of the Bid and to provide more detail with a view to obtain provisional acceptance of such a Plan.

## **6. Bidder's Technical Proposals**

6.1 The Bidder shall submit with his Bid Documents the Technical Proposals as described herein.

6.2 The Bidder's Technical Proposals shall comply or, subject to reasonable development, be capable of be complying with the Employer's Requirements, in all respects. The Bidder's Technical Proposals shall demonstrate such compliance. The Bidder's Technical Proposals shall establish firmly the intended design and methodology in accordance with the Specifications.

- i) The Bidder shall refer to the General Specifications (GS) (Volume II) and in the Particular Specifications (PS) (Volume III). When the Bidder intends to use other standards and/or codes, the Bidder shall demonstrate them to be equivalent to the standards shown in GS and PS.
- ii) The Bidder's Technical Proposals should cover:
  - (a) Structure of the proposed Train protection and Warning System (TPWS) with specific reference to the parameters, such as Reliability (MTBF hours), Availability, Maintainability, Safety, Service capacity, Recoverability, Electromagnetic Compatibility as stipulated in the Employer's Requirements ;
  - (b) Plan, organisation and methodology of his approach to design, verify, manufacture, install, test and commission TPWS System.
  - (c) Proposals for compliance with Electromagnetic Compatibility (EMC).
- iii) Detail any potential problems or hazards that have been identified during the Tenderer's assessment of the Employer's Requirements and mitigation measures for the same;
- iv) Brief plan for installation, testing and commissioning of each subsystem, proposed method of interfacing and final integration of the system with relevant designated contractors;
- v) All documents for verification and validation of software and hardware in accordance with standards in the Employer's Requirements;
- vi) Detail conflicts, if any, in the tender documents between various functional requirements/specifications;
- vii) Information for justifying the provenness of the proposed equipment;
- viii) Information for in-house or sub-contract for design and manufacture or vending proposed by the tenderer;
- ix) Physical dimensions, space requirements, power supply requirements;
- x) Information for equipment / subsystem to be manufactured / procured / subcontracted in India as proposed by the tenderer;
- xi) The Bidder shall submit user acceptance certificates for similar works completed by him;

6.3 The Bidder's submission shall include provision of the following data and/or documents on TPWS System:

- i) Proposal for demonstrating that the proposed TPWS System Complies SIL4 stated in IEC 61508;
- ii) Proposal to demonstrate that the RAMS stated in IEC 62278 is satisfied and to verify the RAMS plan by the certification body and/or internal audit;
- iii) Schematic drawings of structure of the system and subsystems of the proposed TPWS System;
- iv) Power Supply arrangement proposed with Diagram and Basic Specifications indicating input power supply / supplies proposed for use as well as equipment provision downstream at stations and Block Sections separately.
- v) Detailed information on specific Clauses as mentioned in RDSO specification of TPWS.
- vi) Equipment wise Cross Acceptance status as per RDSO procedure for all equipment proposed for import. Plan and schedule for obtaining Cross Acceptance for any such equipment for which Cross Acceptance is not available at the time of submitting Bid, shall be submitted.
- vii) List of spare parts and consumable parts in Schedule 6 of Vol. I, Part 2/2;
- viii) List of special equipment and tools for maintenance;
- ix) Details of the provisions to be made for interfaces with other Contract Package Contractors;
- x) Preliminary provisions made for interfaces with Other Contracts;
- xi) Entity proposed to be responsible for Integration of TPWS system with main signaling system.

6.4 NOT USED.

6.5 The Bidder's Technical Proposal shall include the following documents:

- i) **Statement of Maintainability**  
The Bidder shall state the maintenance objectives and the anticipated operational life associated with the principal elements and components of the Permanent Works and in particular how these apply in the selection and use of proposed materials. The Bidder should demonstrate a reasonable balance between construction costs and maintenance costs and the effect of its proposals on the lifetime costs of the Permanent Works. The Bidder should include in this statement a schedule of the main maintenance operations for each major component, power supply equipment etc. including intervals between such operations, for all aspects

of the required construction and of main spares and stores required and their rates of use.

- ii) All documents of Financial submissions with prices left blank.

## **7. Additional Information**

The Bid shall be accompanied by documents in amplification of the Contractor's Technical Proposals, which shall include:

- a) Technical Notes  
Such technical notes or notes on calculations necessary for understanding and explaining the Bidder's Technical Proposals.
- b) Site Investigation Proposals  
Result of any site investigations undertaken by the Bidder and proposals for site investigations to be undertaken by the Bidder giving the nature of the investigations, locations and intended purposes.
- c) Testing Proposals  
Results of any testing undertaken by the Bidder and proposals for other testing to be carried out by the Bidder for design or associated purposes, giving the nature of the testing, intended purposes, and the location of the test facilities used or to be used.
- d) Codes and Standards  
A list of all codes of practice and standards to be used in the design shall be provided.

## **8. System Interfacing**

- a) The Bidder shall submit with Bid Documents a plan showing how the TPWS System interfaces with other Packages. The plan shall include the organisation and methodology used to achieve the required interface.

## **9. Bid Programme and Proposed Design and Certification Programme**

- a) Bidder shall submit with Bid Documents a Tender Programme which shall indicate how the Bidder intends to organise and carry out the Works and achieve Stages and complete the whole of the Works by the appropriate Coordination Events and Key Milestone Dates. Detailed requirements for the Bid Programme are set out in Appendix to Bid to these Instructions to Tenderers.
- b) The Bid Programme should be prepared in terms of weeks from the Date for Commencement of Works.
- c) The Bid Programme shall not in any event be construed as a submission of the Works Programme under the Conditions of Contract.
- d) The Bidder shall submit with Bid Documents the proposed Design and Certification Programme to cover the Design Phase. Such proposed programme shall:

- i) Be consistent with the Bid Programme and in accordance with the Employer's Requirements (Volume II and Volume III);
  - ii) Make adequate allowance for periods of time for review by authorities whose approval is necessary in accordance with the General Specifications (Volume II);
  - iii) Include a schedule identifying, describing, cross-referencing and explaining the Design Packages which the Bidder intends to submit;
  - iv) Take due account of the design co-ordination interface periods during which the Contractor shall be required to undertake and complete his coordinated design in the knowledge that such design will be compatible and coordinated with others and allowing adequate time for the Employer's assessments and decisions;
  - v) Take due account of obtaining certification of the designs from relevant authorities.
- e) The Bidder's attention is drawn to the requirement of the Conditions of Contract and the Employer's Requirements - Design and the requirements that the proposed Initial Works Programme and Design and Certification Programme shall be submitted within 28 days and 45 days respectively after the Date of Commencement. However, the Bidder shall note that he may be required to amplify, explain and develop his Tender Programme and the proposed Design and Certification Programme prior to award of Contract.
- f) The proposed Design and Certification Programme shall not, in any event, be construed as a submission under the Conditions of Contract.

#### **10. Manufacture, Installation and Construction Methods**

- a) The Bidder shall submit with his Tender, the methods by which the Bidder intends to construct the Works, whether on the Site, off-site but in India, or offshore. The construction methods to be employed will be analysed during tender evaluation and their descriptions shall be in sufficient detail to allow a full appreciation of the Bidder's proposals in relation to all aspects of the Works. Details shall be given of the locations and arrangements for offshore work, the facilities available and any undertaking from others which the Bidder has in such matters.



**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## **FORM I-B-8**

### **Proposed Manufacturers and Subcontractors**

- (a) Bidders shall provide in this Form, a detailed listing of all Manufacturers and Subcontractors proposed to be used upon the Works.
- (b) The Form should be completed and all required documents should be included in this place in the submitted Bidding Documents clearly labelled as Form I-B-8.
- (c) The information on this Form shall be evaluated together with the information contained on Form 1-B-9.
- (d) Should the Bidder be successful, the proposed Manufacturer or Subcontractor shall not be altered or substituted except with the express written approval of the Employer which may be withheld at the entire discretion and option of the Employer.
- (e) The Employer reserves the right to request the Contractor to substitute at the Contractor's expense, any Manufacturer or Subcontractor proposed on the Form, which at any time during the period of the Contract, is discovered not to comply with the requirements of the Contract.
- (f) This Form shall not be submitted separately for each Partner or separately for each Specialist Sub-contractor / Sub-design consultant. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## FORM I-B-9 Countries of origin

- (a) Bidders shall provide in this Form below, a detailed listing of Countries of origin for all equipment, Plant and finished/semi-finished/raw Materials proposed to be incorporated in the Works of this Bid document.
- (b) The Form shall be completed and all required documents shall be included in this place in the submitted Bidding Documents clearly labelled as Form I-B-9.
- (c) The information on this Form shall be evaluated together with the information contained on Form I-B-7 and Form I-B-8.
- (d) Should the Bidder be successful, the proposed Countries of origin shall not be altered or substituted except with the express written approval of the Employer which approval may be withheld at the entire discretion and option of the Employer.
- (e) This Form shall not be submitted separately for each Partner or separately for each Specialist Sub-contractor / Sub-design consultant. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

No.	Equipment, Plant/ Materials	Manufacturer/Supplier	Country(ies) of Origin

- (f) In addition, the following details shall be submitted for every item of TPWS Equipment to be imported;
  - i) Equipment name,
  - ii) Name of Manufacturer,
  - iii) Year wise quantity supplied for the last 10 years with consignee details,
  - iv) Annual manufacturing capacity,

- v) Cross acceptance status including plan for the same if the same is not available,
- vi) Manufacturer's agreement to supply for this project if he is not part of the JV.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## **Form I-B-10: Transfer of Technology (TOT) Train Protection and Warning System**

The Bidder shall submit the following documents for better understanding of the Bidder's Technical Proposal for Transfer of Technology (TOT) for manufacturing and maintenance of TPWS equipment. Requirements of TOT as per Cross Acceptance Procedure for imported Signalling equipment should be filled in and demonstrated with sufficient details to allow the Employer to fully appraise the Bid.

1. Transfer of Technology (TOT) for TPWS System - Manufacturing
  - 1.1 Item list of TOT
  - 1.2 List of potential suppliers by item
  - 1.3 Methodology of TOT for potential Indian suppliers
  - 1.4 Submission schedule of documents, drawings
  - 1.5 Preparation schedule of jigs and facilities for TOT
  - 1.6 Training schedule of TOT
  - 1.7 Quality assurance plan of potential suppliers
  
2. Transfer of Technology (TOT) for TPWS System - Training
  - 2.1 Training plan related to Operation & Maintenance requirements.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

**Form I-B-11: Certificate confirming submission of all documents of financial submissions in the technical bid with prices left blank**

**BIDDER'S LETTERHEAD**

**CERTIFICATE CONFIRMING SUBMISSION OF ALL DOCUMENTS OF FINANCIAL SUBMISSIONS IN THE TECHNICAL BID WITH PRICES LEFT BLANK**

1. This is to certify that the copy of all the documents of Financial submissions, submitted with the Technical Bid, is a True Copy of the Financial submissions with prices left blank.
2. It is further certified that there are no additional comments, remarks, deviations, terms and conditions in our Financial submissions and even if it is there, it shall be treated as NULL and VOID and stand withdrawn unconditionally.

**Bidder's Authorized Signatory:**

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

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

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Company Stamp

## **D. Check list of Submission of Documents for Technical Bid**

## 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 and Section 3 (c)		
2.	One Original and Two copies of Technical Bid	BDS 20.1		
3.	2 Soft Copies of Technical Bid on CD	BDS 11.1		
4.	Original and all Copies of Technical Bid- All pages serially numbered and indexed	BDS 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 Bid Submission Date of ----- i.e. valid up to -----  (Bidder to specify the Validity of Bid in the Letter of Technical Bid and also in the Letter of Price Bid)	BDS 18.1		
7.	Bid Security (US\$ 1,050,000 or equivalent in Indian Rupee using the Reserve Bank of India Reference Rate as on 17.09.2014). Validity 28 days beyond the Validity of Bid ie upto <b>[insert date]</b>	ITB 19, BDS 19.1, Section 3 (b)		
8.	Power of Attorney ( Duly Notarized) in respect of authorized representative of each Partner of the Joint Venture / Consortium	ITB 4.1 (b), ITB 20.2, BDS 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	ITB 4.1 (b), ITB 20.2, BDS 20.2 and ITB 20.3		
10.	Form ELI -1.1	ITB 17.1, Clause 3.1 (c) and 3.2 (a) (i) of Section 2		
11.	Form ELI -1.2	ITB 17.1, Clause 3.1 (c) and 3.2 (a) (ii) of Section 2		
12.	Undertaking from each Partner of Joint Venture / Consortium including its Sub-contractors, Design Sub-consultants and identified Manufacturers / Suppliers regarding no conflict of interest	ITB 4.3, Clause 3.1 (c) of Section 2		



Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name : _____	
			Yes /No	Ref. #
13.	An undertaking from each Partner of Joint Venture / Consortium and its Sub-contractors / Design Sub-consultants and identified Manufacturers / Suppliers regarding banning of business with MOR.	BDS 4.7, Clause 3.1 (c) of Section 2		
14	An undertaking from each proposed Sub-contractor/Sub-consultant, indicating its willingness to associate with the Bidder as a Sub-contractor/Sub-consultant for the particular activity against which his credentials have been offered by the Bidder in the bid.	ITB 17.1 and Clause 3.1 (c) of Section 2		
15.	Form CON : Historical Contract Non-Performance	ITB 17.1, Clause 3.1 (c) and 3.2 (b) (i) of Section 2		
16.	Form FIN-1 : Financial Situation	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (i) of Section 2		
17.	Form FIN-2 : Average Annual Procurement/ Construction turnover	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (ii) of Section 2		
18.	Form FIN-3 : Financial Resources	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (iii) of Section 2		
19.	Form FIN-4 : Current Contract Commitments- Works in Progress	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (iv) of Section 2		
20.	Form FIN-5: Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (v) of Section 2		
21.	Form FIN -6 : Declaration by Bidders with respect to origin of goods and the eligibility of supplier (s)	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (vi) of Section 2		
22.	Article of Incorporation or Constitution of each Partner of JV / Association/ Consortium and the proposed Sub-contractors / Design Sub-consultants	Form ELI-1.1 AND ELI-1.2		
23.	Copies of Financial Statements for last 5 years of each Partners of JV / Association/ Consortium	Form FIN-1		
24.	JV / Association/ Consortium Agreement	ITB 11.4 & BDS 11.4, Form ELI-1.1		
25.	Form EXP – 1 General Construction Experience	ITB 17.1 and Clause 3.1 (c) and Sub-factor 2.5.1 of Table 2.5 of Section 2		

Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name : _____	
			Yes /No	Ref. #
26	Form EXP – 2 Specific Experience of Design, Supply, Installation, Testing and Commissioning	ITB 17.1 and Clause 3.1 (c) and Sub-factor 2.5.2 of Table 2.5 of Section 2		
27	Form EXP – 3 Specific Design, Supply, Installation, Testing and Commissioning Experience in Key Activities	ITB 17.1 and Clause 3.1 (c) and Sub-factor 2.5.3 of Table 2.5 of Section 2		
28	Form EXP – 4 Specific Design Experience	ITB 17.1 and Clause 3.1 (c) and Sub-factor 2.5.4 of Table 2.5 of Section 2		
29.	Proforma Letter of Participation from Each Member of JV / Association/ Consortium	ITB 16.1, Section 3 (b)		
30.	Form I-B-1 : Proposed General Execution Scheme	ITB 16.1, Section 3 (c)		
31.	Form I-B-2 : Layout Plan of Contractor's Site installation and its Security	ITB 16.1, Section 3 (c)		
32.	Form I-B-3 : Contractor's Proposed Construction Equipment	ITB 16.1, Section 3 (c)		
33.	Form I-B-4 : Basic Programme for the Works	ITB 16.1, Section 3 (c)		
34.	Form I-B-5 : Organization Charts and Manning Schedule	ITB 16.1, Section 3 (c)		
35.	Form PER - 1 : Proposed Personnel	ITB 16.1, Section 3 (c)		
36.	Form PER - 2 : Resume of Proposed Personnel	ITB 16.1, Section 3 (c)		
37.	Form I-B-6: Design Schedule	ITB 16.1, Section 3 (c)		
38.	Form I-B-7: Technical Particulars – TPWS system	ITB 16.1, Section 3 (c)		
39.	Form I-B-8 : Proposed Manufacturers and Sub-Contractors	ITB 16.1, Section 3 (c)		
40.	Form I-B-9 : Countries of Origin	ITB 16.1, Section 3 (c)		
41.	Form I-B-10: Transfer of Technology (TOT) TPWS System	ITB 16.1, Section 3 (c)		
42.	Form I-B-11: Certificate confirming submission of all documents of financial submissions in the technical bid with prices left blank	ITB 16.1, Section 3 (c)		
43.	Bid Documents (Volume I, II, III, IV and V) including addendum No. -----, returned duly signed & stamped on all the pages.	BDS 20.5		

Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name : _____	
			Yes /No	Ref. #
44	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)/ Applicant and all partners constituting the Applicant 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).
  - (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.
- 4.1 This package shall be implemented under STEP Loan conditions.
  - 4.2 STEP Components with cumulative cost assessment amounting to 76.73% (Seventy six point seven three percent) of the total contract price of this package (excluding local taxes and duties) are to be sourced from Japan/ Japanese origin – (in terms of provisions contained in this Section-4 'List of Eligible Countries of Japanese ODA STEP Loans')
  - 4.3 Procurement of Train Protection and Warning System (TPWS) as a STEP component from Japan/ Japanese origin has been approved for permanent works in this package.
  - 4.4 The Bidder shall certify his assessed STEP ratio in the format (FIN-6) as specified in the Bid Document to demonstrate fulfillment of STEP ratio specified in Para 4.2 above.
  - 4.5 In case the bidder is not able to fulfil the STEP ratio specified in Para 4.2 above after taking into account full quantities of all items (listed in para 4.3 above), he may propose additional items in its Technical Bid, to meet the minimum STEP ratio specified in para 4.2.

Bidders shall not include any financial details or financial aspect pertaining to such 'other item' in his Technical Bid.
  - 4.6 The cost of all STEP component shall be calculated as the actual amount paid on 'CIF' (Cost, Insurance & Freight) basis, where 'CIF' has the standard meaning as defined in INCOTERM 2010."

- (5) 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.
- (6) 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																		
<b>Employer</b>	1.1.2.2 & 1.3	Dedicated Freight Corridor Corporation of India Limited, 5 <sup>th</sup> Floor Pragati Maidan, Metro Station Building Complex, New Delhi– 110 001, India.																		
<b>Contractor</b>	1.1.2.3 & 1.3	To be filled in																		
<b>Engineer</b>	1.1.2.4, 1.3 & 3.1	To be filled in																		
<b>Bank's name</b>	1.1.2.11	Japan International Cooperation Agency (JICA)																		
<b>Borrower's name</b>	1.1.2.12	The President of India																		
<b>Time for Completion</b>	1.1.3.3	As per Sub-clause 8.2 GC <table border="1"> <tbody> <tr> <td>(i)</td> <td>Rewari – Iqbalgarh section</td> <td>142 W (994 D)</td> </tr> <tr> <td>(ii)</td> <td>Iqbalgarh - Makarpura section</td> <td>174 W (1218 D)</td> </tr> <tr> <td>(iii)</td> <td>Makarpura - Sachin section</td> <td>174 W (1218 D)</td> </tr> <tr> <td>(iv)</td> <td>Sachin - Vaitarna section</td> <td>174 W (1218 D)</td> </tr> <tr> <td>(v)</td> <td>Vaitarna - JNPT section</td> <td>200 W (1400 D)</td> </tr> <tr> <td>(vi)</td> <td>On-Board Works on all 200 Locos (120 for Phase 1 &amp; 80 for Phase 2)</td> <td>442 W (3094 D)</td> </tr> </tbody> </table>	(i)	Rewari – Iqbalgarh section	142 W (994 D)	(ii)	Iqbalgarh - Makarpura section	174 W (1218 D)	(iii)	Makarpura - Sachin section	174 W (1218 D)	(iv)	Sachin - Vaitarna section	174 W (1218 D)	(v)	Vaitarna - JNPT section	200 W (1400 D)	(vi)	On-Board Works on all 200 Locos (120 for Phase 1 & 80 for Phase 2)	442 W (3094 D)
(i)	Rewari – Iqbalgarh section	142 W (994 D)																		
(ii)	Iqbalgarh - Makarpura section	174 W (1218 D)																		
(iii)	Makarpura - Sachin section	174 W (1218 D)																		
(iv)	Sachin - Vaitarna section	174 W (1218 D)																		
(v)	Vaitarna - JNPT section	200 W (1400 D)																		
(vi)	On-Board Works on all 200 Locos (120 for Phase 1 & 80 for Phase 2)	442 W (3094 D)																		
<b>Defects Notification Period</b>	1.1.3.7	Defect Notification Period for the Works shall be 104 weeks from the date of Taking Over of the Works (Sub-clause 10.1) and issue of Taking-Over Certificate by the Engineer which shall be in following parts: <table border="1"> <tbody> <tr> <td>(i)</td> <td>Rewari – Iqbalgarh section</td> <td>142 W (994 D)</td> </tr> <tr> <td>(ii)</td> <td>Iqbalgarh - Makarpura section</td> <td>174 W (1218 D)</td> </tr> <tr> <td>(iii)</td> <td>Makarpura - Sachin section</td> <td>174 W (1218 D)</td> </tr> <tr> <td>(iv)</td> <td>Sachin - Vaitarna section</td> <td>174 W (1218 D)</td> </tr> <tr> <td>(v)</td> <td>Vaitarna - JNPT section</td> <td>200 W (1400 D)</td> </tr> <tr> <td>(vi)</td> <td>On-Board Works on all 200 Locos (120 for Phase 1 &amp; 80 for Phase 2)</td> <td>442 W (3094 D)</td> </tr> </tbody> </table>	(i)	Rewari – Iqbalgarh section	142 W (994 D)	(ii)	Iqbalgarh - Makarpura section	174 W (1218 D)	(iii)	Makarpura - Sachin section	174 W (1218 D)	(iv)	Sachin - Vaitarna section	174 W (1218 D)	(v)	Vaitarna - JNPT section	200 W (1400 D)	(vi)	On-Board Works on all 200 Locos (120 for Phase 1 & 80 for Phase 2)	442 W (3094 D)
(i)	Rewari – Iqbalgarh section	142 W (994 D)																		
(ii)	Iqbalgarh - Makarpura section	174 W (1218 D)																		
(iii)	Makarpura - Sachin section	174 W (1218 D)																		
(iv)	Sachin - Vaitarna section	174 W (1218 D)																		
(v)	Vaitarna - JNPT section	200 W (1400 D)																		
(vi)	On-Board Works on all 200 Locos (120 for Phase 1 & 80 for Phase 2)	442 W (3094 D)																		
<b>Coordination Dates</b>	1.1.3.10	Refer to Table of Coordination Events below																		
<b>Section</b>	1.1.5.6	<table border="1"> <tbody> <tr> <td>(i)</td> <td>Rewari – Iqbalgarh section</td> </tr> <tr> <td>(ii)</td> <td>Iqbalgarh - Makarpura section</td> </tr> <tr> <td>(iii)</td> <td>Makarpura - Sachin section</td> </tr> <tr> <td>(iv)</td> <td>Sachin - Vaitarna section</td> </tr> <tr> <td>(v)</td> <td>Vaitarna - JNPT section</td> </tr> <tr> <td>(vi)</td> <td>On-Board Works on all 200 Locos (120 for Phase 1 &amp; 80 for Phase 2)</td> </tr> </tbody> </table>	(i)	Rewari – Iqbalgarh section	(ii)	Iqbalgarh - Makarpura section	(iii)	Makarpura - Sachin section	(iv)	Sachin - Vaitarna section	(v)	Vaitarna - JNPT section	(vi)	On-Board Works on all 200 Locos (120 for Phase 1 & 80 for Phase 2)						
(i)	Rewari – Iqbalgarh section																			
(ii)	Iqbalgarh - Makarpura section																			
(iii)	Makarpura - Sachin section																			
(iv)	Sachin - Vaitarna section																			
(v)	Vaitarna - JNPT section																			
(vi)	On-Board Works on all 200 Locos (120 for Phase 1 & 80 for Phase 2)																			

Conditions	GC Sub-Clause	Data
<b>Coordination Events</b>	1.1.5.9	Refer to Table of Coordination Events below
<b>Communications</b>	1.3	By fax and e-mails but confirmed in hard paper copy within 48 hours.
<b>Law and Language</b>	1.4	Indian Laws & English Language
<b>Ruling language</b>	1.4	English language
<b>Language for communications</b>	1.4	English language
<b>Right of access to the Site</b>	2.1	Site availability from the Other Contractor(s) shall be as specified in the Table of Coordination Events. The Sites will be made available as agreed mutually between concerned interfacing contractors.
<b>Amount of Performance Security</b>	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.
<b>Period for notifying errors in the Employer's Requirements &amp; items of reference</b>	5.1 & 1.9	56 calendar days
<b>Normal working hours</b>	6.5	(Eight) 8 hours shift in a day and total (Forty eight) 48 hours in a week.
<b>Time of Completion</b>	8.2	<p>The total Completion period shall be 442 Weeks (3094 days). The permanent works shall be completed by achieving the following milestones:</p> <p>MS 1: Completion of all TPWS works on Rewari – Iqbalgarh section as well as in OCC for commencement of Integrated testing: 130 W (910 days).</p> <p>MS 2: Completion of all TPWS works on Iqbalgarh - Makarpura section as well as in OCC for commencement of Integrated testing: 162 W (1134 D).</p> <p>MS 3: Completion of all TPWS works on Makarpura - Sachin section as well as in OCC for commencement of Integrated testing.: 162 W (1134 days).</p> <p>MS 4: Completion of all TPWS works on Sachin - Vaitarna section as well as in OCC for commencement of Integrated testing: 162 W (1134 days).</p> <p>MS 5: Completion of all TPWS works on Vaitarna - JNPT section as well as in OCC for commencement of Integrated testing: 188 W (1316 days).</p> <p>MS 6: Completion of all TPWS works as per scope of works on Rewari – Iqbalgarh section and taking over of Works by Employer: 142 W (994 days).</p> <p>MS 7: Completion of all TPWS works as per scope of works on Iqbalgarh - Makarpura section and taking over of Works by Employer: 174 W (1218 days).</p> <p>MS 8: Completion of all TPWS works as per scope of works on Makarpura - Sachin section and taking over of Works by Employer: 174 W (1218 days).</p> <p>MS 9: Completion of all TPWS works as per scope of works on Sachin - Vaitarna section and taking over of Works by Employer: 174 W (1218 days).</p>



Conditions	GC Sub-Clause	Data
		MS10: Completion of all TPWS works as per scope of works on Vaitarna - JNPT section and taking over of Works by Employer: 200 W (1400 days)  MS 11: Completion of Integrated testing and commissioning of all 200 Locos (120 for Phase 1 & 80 for Phase 2) and Taking over of Works by employer: 442 W (3094 days).
<b>Amount of Delay damages</b>	8.7 & 14.15(b)	The following delay damages shall be applied for each of the Milestones as defined in Sub-Clause 8.2 above: MS 1: 0.25% of the Contract Price per week of delay or part thereof; MS 2: 0.25% of the Contract Price per week of delay or part thereof; MS 3: 0.25% of the Contract Price per week of delay or part thereof; MS 4: 0.25% of the Contract Price per week of delay or part thereof; MS 5: 0.25% of the Contract Price per week of delay or part thereof; MS 6: 0.5% of the Contract Price per week of delay or part thereof; MS 7: 0.5% of the Contract Price per week of delay or part thereof; MS 8: 0.5% of the Contract Price per week of delay or part thereof; MS 9: 0.5% of the Contract Price per week of delay or part thereof; MS 10: 0.5% of the Contract Price per week of delay or part thereof; MS 11: 0.5% of the Contract Price per week of delay or part thereof.
<b>Limit of delay damages for the whole of the works</b>	8.7	Five percent (5%) of the Accepted Contract Amount in each of the respective currency portions.
<b>Variation Procedure</b>	13.3 (c)	15% towards profit and overheads for both works and supply of goods.
<b>Provisional Sum</b>	13.5	No Provisional Sum is payable under this Contract.
<b>Price Adjustment and Table of Adjustment Data</b>	13.8	"Table of adjustment data" means the Price Adjustment formula and coefficients as indicated in schedule 1 of Section 6 of Volume I (2/2).

Conditions	GC Sub- Clause	Data
<b>Advance payment</b>	14.2	<p><b>Mobilization Advance</b></p> <p>The Employer shall pay on written request by the Contractor interest free Mobilization Advance up to (Ten) <b>10</b> per cent of the Accepted Contract Price 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) <b>(Five) 5 per cent:</b> On Submission of Performance Security and commencement of mobilization process; and</p> <p>(b) <b>(Five) 5 per cent:</b> On Submission of the Inception Report and details of utilisation of initial Mobilization Advance of 5%, to the satisfaction of Engineer.</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</p>
<b>Percentage of Retention</b>	14.3 (c)	Ten percent (10%) of the total amount of each Interim Payment Certificate, in each of the respective currency portions.
<b>Limit of Retention Money</b>	14.3 (c)	Five percent (5%) of the Accepted Contract Amount in each of the respective currency portions.
<b>Delayed Payment</b>	14.8	<p>These financing charges shall be calculated</p> <ol style="list-style-type: none"> <li>1. at an annual rate of LIBOR rate +2% for foreign currency, and</li> <li>2. at a flat rate of 8% per annum for Indian currency, and shall be paid in such currencies.</li> </ol>

Conditions	GC Sub-Clause	Data
<b>Payment of Retention Money</b>	14.9	<p>A retention amounting to 10 (ten) per cent of the value of the work done shall be deducted by the Engineer in the first and following Interim Payment Certificates, until the amount so retained reaches a limit of retention money of 5 (five) percent of the Contract Price.</p> <p>The Contractor may replace the retention Money deducted from Interim Pay Certificates on quarterly basis 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.</p>
<b>Currencies of Payment</b>	14.15	<p>The currency(ies) of the bid and the payment currency(ies) shall be as described below:</p> <p>-Foreign Currency: Japanese Yen and any other tradable foreign currency(ies), not exceeding two.                      - Local currency: Indian Rupee(Rs.).</p>
<b>Evidence of insurance</b>	18.1(a), 18.2, 18.3, 18.5	Before Commencement Date of Works.
<b>Relevant policies</b>	18.1(b)	Within 84 days of the date of Commencement of the Works.
<b>Insurance for Works and Contractor's Equipment</b>	18.2	Full Replacement Cost.
<b>Maximum amount of deductibles for insurance of the Employer's risks</b>	18.2(d)	Rs. 2,000,000 (2 Million).
<b>Minimum amount of third party insurance</b>	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.
<b>Professional Indemnity Insurance</b>	18.5	Rs. Sixty Million (Rs. 60,000,000).
<b>Appointment of Dispute Adjudication Board</b>	20.2	DAB shall comprise of Three Members and shall be appointed within 90 days of the signing of the Contract.
<b>Failure to Agree Dispute Adjudication Board</b>	20.3	<p>Secretary General of the International Centre for Alternate Dispute Resolution (ICADR)-</p> <p>Head Office-Plot No.6                      Vasant Kunj Institutional Area                      Phase-II, New Delhi - 110 070 (India)                      E-mail : <a href="mailto:icadr@nic.in">icadr@nic.in</a>.</p>
<b>Place of Arbitration</b>	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: Coordination Events and Key Milestones (ATB - 8.2 of Contract ST P-5A)**  
 No. of Week (days) refer to commencement date for this particular contract

S. No.	Coordination Event of									Milestone nos. of									Description	Coordination Date* No. of Weeks (Days) from Commencement Date
	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13	RS P-7	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13	RS P-7		
1	STA-1	ST-1	ST-1																Inception Report.	14 W (98 D)
2	STA-2	ST-2	ST-2																Final submission of Preliminary Design.	18 W (126 D)
3	STA-3	ST-3 & ST-4												CT-4					Commence Detailed Designs based on final alignment drawings for CTP-1 & 2 and CTP-3.	18 W (126 D)
4	STA-4																		Commence Detailed Designs based on final alignment drawings for CTP-13.	34 W (238 D)
5	STA-5																		Commence Detailed Designs based on final alignment drawings for CTP-12.	42 W (294 D)
6	STA-6																		Commence Detailed Designs based on final alignment drawings for CTP-11.	50 W (350 D)
7	STA-7	ST-5	ST-6																Finalize Location of Porta Cabins for Automatic Signalling and Telecom Huts & Radio Towers in Block sections.	6 W (42 D)
8		ST-6	ST-7																Complete Detailed System Design and Installation Design.	40 W (280 D)
9	STA-8	ST-7		ST-1(1)															Commence construction of Sig & Telecom on Rewari – Dabla section.	18 W (126 D)
10		ST-8		ST-1(2)						MS-1									Completion of all Sig & Telecom works on Rewari – Dabla section for commencement of Testing of prototype Loco.	69 W (483 D)
11		ST-10																	Commence construction of Sig & Telecom on Dabla – Iqbalgarh section.	48 W (336 D)
12		ST-11			ST-1(1)														Commence construction of Sig & Telecom on Iqbalgarh- Makarpura section.	56 W (392 D)
13			ST-8																Commence construction of Sig & Telecom on Makarpura - Sachin section.	56 W (392 D)
14			ST-9																Commence construction of Sig & Telecom on Sachin - Vaitarna section.	56 W (392 D)
15			ST-10																Commence construction of Sig & Telecom on Vaitarna - JNPT section.	82 W (574 D)
16	STA-9																		Commence construction of TPWS on Rewari – Iqbalgarh section.	48 W (336 D)
17	STA-10																		Commence construction of TPWS on Iqbalgarh- Makarpura section.	56 W (392 D)
18	STA-11																		Commence construction of TPWS on Makarpura - Sachin section.	56 W (392 D)

S. No.	Coordination Event of									Milestone nos. of									Description	Coordination Date* No. of Weeks (Days) from Commencement Date
	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13	RS P-7	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13	RS P-7		
19	STA-12																		Commence construction of TPWS on Sachin - Vaitarna section.	56 W (392 D)
20	STA-13																		Commence construction of TPWS on Vaitarna - JNPT section.	82 W (574 D)
21		ST-12	ST-11																Commence construction of Sig & Telecom in OCC.	74 W (518 D)
22		ST-14		ST-2(3)							MS-2								Completion of all Sig & Telecom works on Rewari – Iqbalgarh section as well as in OCC for commencement of Integrated testing.	130 W (910D)
23		ST -15			ST-2(2)						MS-3								Completion of all Sig & Telecom works on Iqbalgarh - Makarpura section as well as in OCC for commencement of Integrated testing.	162 W (1134D)
24			ST-12								MS-1								Completion of all Sig & Telecom works on Makarpura - Sachin section as well as in OCC for commencement of Integrated testing.	162 W (1134D)
25			ST-13								MS-2								Completion of all Sig & Telecom works on Sachin - Vaitarna section as well as in OCC for commencement of Integrated testing.	162 W (1134D)
26			ST-14								MS-3								Completion of all Sig & Telecom works on Vaitarna - JNPT section as well as in OCC for commencement of Integrated testing.	188 W (1316D)
27	STA-14									MS-1									Completion of all TPWS works on Rewari – Iqbalgarh section as well as in OCC for commencement of Integrated testing.	130 W (910D)
28	STA-15									MS-2									Completion of all TPWS works on Iqbalgarh - Makarpura section as well as in OCC for commencement of Integrated testing.	162 W (1134D)
29	STA-16									MS-3									Completion of all TPWS works on Makarpura - Sachin section as well as in OCC for commencement of Integrated testing.	162 W (1134D)

S. No.	Coordination Event of									Milestone nos. of								Description	Coordination Date* No. of Weeks (Days) from Commencement Date	
	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13	RS P-7	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13			RS P-7
30	STA-17									MS-4									Completion of all TPWS works on Sachin - Vaitarna section as well as in OCC for commencement of Integrated testing.	162 W (1134D)
31	STA-18									MS-5									Completion of all TPWS works on Vaitarna - JNPT section as well as in OCC for commencement of Integrated testing.	188 W (1316D)
32		ST - 17		CT-8		EM-11					MS-5		MS-5						Completion of all S&T works as per scope of works on Rewari – Iqbalgarh section and taking over of Works by Employer.	142 W (994 D)
33		ST - 18			CT-9						MS-6			MS-3					Completion of all S&T works as per scope of works on Iqbalgarh - Makarpura section and taking over of Works by Employer.	174 W (1218 D)
34			ST - 15									MS-4							Completion of all S&T works as per scope of works on Makarpura - Sachin section and taking over of Works by Employer.	174 W (1218 D)
35			ST - 16									MS-5							Completion of all S&T works as per scope of works on Sachin - Vaitarna section and taking over of Works by Employer.	174 W (1218 D)
36			ST - 17									MS-6							Completion of all S&T works as per scope of works on Vaitarna - JNPT section and taking over of Works by Employer.	200 W (1400 D)
37	STA-19									MS-6									Completion of all TPWS works as per scope of works on Rewari – Iqbalgarh section and taking over of Works by Employer.	142 W (994 D)
38	STA-20									MS-7									Completion of all TPWS works as per scope of works on Iqbalgarh - Makarpura section and taking over of Works by Employer.	174 W (1218 D)
39	STA-21									MS-8									Completion of all TPWS works as per scope of works on Makarpura - Sachin section and taking over of Works by Employer.	174 W (1218 D)
40	STA-22									MS-9									Completion of all TPWS works as per scope of works on Sachin - Vaitarna section and taking over of Works by	174 W (1218 D)

S. No.	Coordination Event of									Milestone nos. of									Description	Coordination Date* No. of Weeks (Days) from Commencement Date	
	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13	RS P-7	ST P-5A	ST P-5	ST P-17	CTP-1 & 2	CTP-3	CTP-11	CTP-12	CTP-13	RS P-7			
																				Employer.	
41	STA-23									MS-10										Completion of all TPWS works as per scope of works on Vaitarna - JNPT section and taking over of Works by Employer.	200 W (1400 D)
42	STA-24	ST - 20	ST - 18															L-6, L-11, L-12.3 & L-15	Complete supply of On-Board TPWS equipment.	416 W (2912 D)	
43	STA-25	ST-21	ST - 19							MS-11	MS-8	MS-7						L-15	Completion of Integrated testing and commissioning of all 200 Locos (120 for Phase 1 & 80 for Phase 2) and taking over of Works by Employer.	442 W (3094 D)	

W-weeks

D-days

\* Coordination Date” means the date specified in the Contract for the handing over/back of a working area to/from the Other Contractor for a smooth implementation of the overall construction work. The Coordination Date shall not cause a taking-over of any section or part of the Works.

\*\* Coordination Event” means the event having interface with Other Contractors during the execution of the Works at Site.

## PART II : Part B - Particular Conditions (PC)

The following Particular Conditions shall supplement the GC. Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

<b>PC</b>	<b><u>Table of Contents</u></b>	<b><u>Page</u></b>
<b>1.1</b>	<b>Definitions.....</b>	<b>147</b>
<b>1.1.1</b>	<b>The Contract.....</b>	<b>147</b>
<b>1.1.1.11</b>	<b>Effectuation of the Contract.....</b>	<b>147</b>
<b>1.1.2</b>	<b>Parties and Persons .....</b>	<b>147</b>
<b>1.1.3</b>	<b>Dates, Tests, Periods and Completion .....</b>	<b>147</b>
<b>1.1.4.6</b>	<b>Money and Payments.....</b>	<b>148</b>
<b>1.1.4.13</b>	<b>Countries of Origin .....</b>	<b>148</b>
<b>1.1.6.9</b>	<b>Variation .....</b>	<b>148</b>
<b>1.2</b>	<b>Interpretations.....</b>	<b>148</b>
<b>1.6</b>	<b>Contract Agreement.....</b>	<b>148</b>
<b>1.7</b>	<b>Assignment.....</b>	<b>148</b>
<b>1.9</b>	<b>Errors in Employer’s Requirements .....</b>	<b>148</b>
<b>1.14</b>	<b>Joint Several Liability.....</b>	<b>149</b>
<b>1.14</b>	<b>(New Sub Clause) Fraud &amp; corruption .....</b>	<b>149</b>
<b>2.1</b>	<b>Right of Access to the Site .....</b>	<b>150</b>
<b>3.1</b>	<b>Engineer’s Duties and Authority .....</b>	<b>150</b>
<b>4.2</b>	<b>Performance Security .....</b>	<b>151</b>
<b>4.7</b>	<b>Setting Out.....</b>	<b>151</b>
<b>4.10</b>	<b>Site Data.....</b>	<b>151</b>
<b>4.12</b>	<b>Unforeseeable Physical Conditions.....</b>	<b>151</b>
<b>4.25</b>	<b>Change of Control.....</b>	<b>152</b>
<b>5.1</b>	<b>General design Obligations .....</b>	<b>152</b>



<b>6.12</b>	<b>Foreign Personnel.....</b>	<b>153</b>
<b>7.4</b>	<b>Testing.....</b>	<b>153</b>
<b>8.1</b>	<b>Commencement of Works.....</b>	<b>153</b>
<b>8.2</b>	<b>Time for Completion.....</b>	<b>154</b>
<b>8.3</b>	<b>Programme .....</b>	<b>155</b>
<b>8.4</b>	<b>Extension of Time for Completion.....</b>	<b>155</b>
<b>8.7</b>	<b>Delay Damages .....</b>	<b>155</b>
<b>8.8</b>	<b>Suspension of Work .....</b>	<b>156</b>
<b>10.2</b>	<b>Taking Over of Parts of the Works .....</b>	<b>157</b>
<b>11.7</b>	<b>Right to Access .....</b>	<b>157</b>
<b>11.12</b>	<b>Emergency Defect Rectification .....</b>	<b>158</b>
<b>13.2</b>	<b>Value Engineering.....</b>	<b>158</b>
<b>13.3</b>	<b>Variation Procedure.....</b>	<b>158</b>
<b>13.7</b>	<b>Adjustments for Changes in Legislation .....</b>	<b>158</b>
<b>13.8</b>	<b>Adjustments for Changes in Cost .....</b>	<b>159</b>
<b>14.1</b>	<b>The Contract Price.....</b>	<b>160</b>
<b>14.2</b>	<b>Advance Payment.....</b>	<b>160</b>
<b>14.3</b>	<b>Application for Interim Payment Certificates .....</b>	<b>160</b>
<b>14.4</b>	<b>Schedule of Payments .....</b>	<b>161</b>
<b>14.7</b>	<b>Payment.....</b>	<b>162</b>
<b>14.8</b>	<b>Delayed Payment.....</b>	<b>163</b>
<b>15.2</b>	<b>Termination by the Employer.....</b>	<b>163</b>
<b>15.4</b>	<b>Payment after Termination .....</b>	<b>163</b>
<b>16.2</b>	<b>Termination by Contractor .....</b>	<b>164</b>
<b>17.3</b>	<b>Employer’s Risk .....</b>	<b>164</b>
<b>17.6</b>	<b>Limitation of Liability.....</b>	<b>164</b>
<b>18.1</b>	<b>General Requirements for Insurances .....</b>	<b>164</b>

<b>18.2 Insurance for works and Contractor’s Equipment.....</b>	<b>164</b>
<b>18.3 Insurance against Injury to Persons and Damage to Property .....</b>	<b>164</b>
<b>18.5 Professional Indemnity Insurance .....</b>	<b>164</b>
<b>19.1 Definition of Force Majeure .....</b>	<b>165</b>
<b>20.2 Appointment of the Dispute Adjudication Board.....</b>	<b>165</b>
<b>20.3 Failure to Agree on Dispute Adjudication Board .....</b>	<b>165</b>
<b>20.6 Arbitration.....</b>	<b>166</b>

<b>1.1 Definitions</b>	
<b>1.1.1 The Contract</b>	<p><b>1.1.1.3 Add the following sub-paragraph to this Sub-Clause:</b></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>
<b>1.1.1.11 (New)</b>	<p><b>Insert additional Sub-Clause 1.1.1.11:</b></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>
<b>1.1.2 Parties and Persons</b>	<p><b>Add the following subparagraphs to this Sub-Clause:</b></p> <p>1.1.2.11 "Bank" means the financing institution named in the Appendix to Bid.</p> <p>1.1.2.12 “Borrower” means the person (if any) named as the Borrower in the Appendix to Bid.</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> <p>1.1.2.14 “Specialist Subcontractor” means any person so named in the Bid as a Specialist Subcontractor for a part of the Works which requires highly specialized inputs for Train Protection and Warning System or any part thereof, etc. and the legal successors in title to such person, but not any assignee of any such person.</p>
<b>1.1.3 Dates, Tests, Periods and Completion</b>	<p><b>Add the following subparagraph to this Sub-Clause:</b></p> <p>1.1.3.10 “Coordination Date” means the date specified in the Contract for the handing over/back of a working area to/from the Other Contractor for a smooth implementation of the overall construction work. The Coordination Date shall not cause a taking-over of any section or part of the Works.</p> <p>1.1.3.11 <b>Insert additional Sub-Clause 1.1.3.11</b></p> <p>“Coordination Event” means the event having interface with Other Contractors during the execution of the Works at Site.</p> <p>1.1.3.12 <b>Insert additional Sub-Clause 1.1.3.12</b></p> <p>“Milestone” means the completion of a part of the Works, or the occurrence of an identified event.</p>
	<p>1.1.3.13 <b>Insert additional Sub-Clause 1.1.3.13</b></p> <p>“Stage” means the part of the Works identified under the ‘Payment Events’ in the ‘Schedules 5.1 to 5.5’ of the Schedule 5: Payment Schedule (Vol I – Part 2/2)</p>

<p><b>1.1.4.6 Money and Payments</b></p> <p><b>1.1.4.13 (New)</b></p>	<p><b>Replace subparagraph 1.1.4.6 with the following:</b></p> <p>“Foreign Currency” means Japanese Yen and any other tradable Foreign Currencies not exceeding two, in which part (or all) of the Contract Price is payable, but not the Local Currency.</p> <p><b>Insert additional Sub-Clause 1.1.4.13</b></p> <p>“Country of Origin” for the STEP (Special terms of Economic Participation) Component as approved by the Employer shall be “Japan/ Japanese Origin”.</p>
<p><b>1.1.6.9 Sub Clause</b></p>	<p><b>Delete the existing clause and modify as under:</b></p> <p>“Variation” means any change to the scope of works, design criteria and specifications, and criteria for the testing and performance of the completed works specified in the Employer’s Requirements.</p>
<p><b>1.2 Interpretations</b></p>	<p><b>Insert the following sub-paragraphs after sub-paragraph (d):</b></p> <p>(e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bid 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><b>1.6 Contract Agreement</b></p>	<p><b>Replace the whole with the following:</b></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. 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 form 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 Employer.”</p>
<p><b>1.7 Assignment</b></p>	<p>Sub clause 1.7 (a) is deleted</p>
<p><b>1.9 Errors in Employer’s Requirements</b></p>	<p><b>Delete Sub-clause 1.9 and replace with:</b></p> <p>“If the Contractor suffers delay and/or incurs Cost as a result of an error in the Employer’s Requirements with reference to purpose, scope, design, other technical criteria for the works and Installation, Testing, and Commissioning, and an experienced contractor exercising due care would not have discovered the error when scrutinizing the Employer’s</p>

	<p>Requirements with respect to purpose, scope, design, other technical criteria for the works and Installation, Testing and Commissioning under Sub-Clause 5.1 [General Design Obligations], the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:</p> <p>(a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and</p> <p>(b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price.</p> <p>After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been so discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.</p>
<p><b>1.14 Joint Several Liability</b></p>	<p><b>Delete sub clause (b) and replace with</b></p> <p>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.</p>
<p><b>1.15 (New Sub Clause) Fraud &amp; corruption</b></p>	<p>If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive coercive, or obstructive 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.</p> <p>For the purposes of this Sub-Clause,</p> <p>(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>1</sup>.</p> <p>(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party<sup>2</sup> to obtain a financial or other benefit or to avoid an obligation;</p>

<sup>1</sup> "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes JICA staff and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

	<p>(iii) “collusive practice” is an arrangement between two or more parties<sup>1</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>2</sup> or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a JICA / Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</p>
<p><b>2.1 Right of Access to the Site</b></p>	<p><b>Delete Sub- clause (b) in para 3 and replace with:</b></p> <p>“payment of any such cost plus reasonable profit subject to a maximum of Rs. 2000.00 (Two Thousand) per day for every km. For length less than a kilometre pro-rata amount shall be calculated. Provided further that if such delay in handing over does not affect the execution of TPWS works, provisions under para 2.1(b) of this sub clause shall not apply.”</p>
<p><b>3.1 Engineer’s Duties and Authority</b></p>	<p><b>Add the following at the end of this Sub-Clause:</b></p> <p>“Notwithstanding anything contained hereinabove, the Engineer is required to obtain approval of the Employer before exercising specific authorities as listed below:</p> <p>i) giving consent to proposed Subcontractors pursuant to Sub-Clause 4.4 (b) for TPWS Works;</p> <p>ii) clearance of design &amp; drawings submitted by the Contractor for Works requiring sanction of Commissioner of Railway Safety/ Competent Authority;</p> <p>iii) instructing or approving Variations pursuant to Sub-Clauses 13.1, 13.2 and 13.3 except;</p> <p>(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.</p> <p>In case the emergency mentioned above occurs on account of failure of Contractor, by way of not adhering to the sound industry</p>

<sup>1</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>2</sup> “Party” refers to a participant in the procurement process or contract execution.

	<p>practice or not taking adequate safety precautions, then no amounts shall be paid to the Contractor for attending to such emergencies.</p> <p>(b) If the variation is beyond a limit of 0.05% of contract price in a single instance and combined with all variation orders previously issued, increase the original Contract Price by more than 2 %.</p> <p>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.”</p>
<p><b>4.2 Performance Security</b></p>	<p>Replace the words “annexed to the particular conditions” in the second paragraph with the following</p> <p>“In SECTION 7: CONTRACT FORMS OF VOLUME I”</p> <p><b>Add the following at the end of Para 4(d)</b> – in which event the Employer shall forfeit the amount of the Performance Security as indicated in Sub-clause 15.4.</p> <p><b>Delete paragraph 5 of Sub-clause 4.2 “The Employer ... claim.” and substitute by the following:</b></p> <p>“In case the Employer makes a claim on the Performance Security, which it was not entitled to make, the Employer shall forthwith refund such amount of claim to the Contractor.”</p>
<p><b>4.7 Setting Out</b></p>	<p><b>Delete paragraph 2, 3 &amp; 4 of Sub-clause 4.7 and substitute by the following:</b></p> <p>“Accuracy of these specified items of reference shall be deemed to have been verified by the Contractor. Accordingly, the Contractor shall have no right to claim towards time or cost caused due to errors in these specified items of reference.”</p>
<p><b>4.10 Site Data</b></p>	<p><b>Paragraph 1 of Sub-Clause 4.10.</b></p> <p>Add at the end of the paragraph</p> <p>“Accordingly, the Contractor shall have no claim in this regard.”</p> <p><b>Paragraph 2 of Sub-Clause 4.10.</b></p> <p><b>Delete</b> the words - To the extent which was practicable (taking account of cost and time). <b>Start</b> the word “the” with a capital letter.</p> <p><b>Delete</b> “To the same extent” from the fourth line and <b>Start</b> the word “the” with a capital letter.</p>
<p><b>4.12 Unforeseeable Physical Conditions</b></p>	<p><b>Delete Sub-clause 4.12 and replace with:</b></p> <p>“In this Sub clause, Unforeseeable physical conditions means unforeseeable natural physical conditions which the Contractor encounters at Site during the execution of the Works such as existence of quicksand phenomenon, rock vice soil, peaks and valleys in rock profile (if applicable), voids and material prone to settlements and unforeseeable man made physical conditions such as unchartered utilities, piling artifacts, embedment in reclamation area, flooding the project area by way of canal cutting, industrial disaster resulting in sudden release of poisonous</p>

	<p>gases/chemicals.</p> <p>If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.</p> <p>This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable.</p> <p>(a) After receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (b) below related to this extent.</p> <p>(b) The Contract Price and time shall be adjusted/extended by taking in to account only remedial measures/actions as may be deemed necessary to meet the Unforeseeable physical conditions both natural and man-made, cited above.</p> <p>However, before additional Cost is finally agreed or determined under sub-paragraph (b), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.”</p>
<p><b>4.25 Change of Control</b></p>	<p>Insert the following additional Sub-clause</p> <p>“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.</p> <p>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.”</p>
<p><b>5.1 General design Obligations</b></p>	<p><b>Delete Sub-Clause 5.1 and substitute the following:</b></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</p>



	<p>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 for consent the name and particulars of each proposed designer and design Subcontractor.</p> <p>The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions 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 Site and 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><b>6.12 Foreign Personnel</b></p>	<p><b>New Sub-Clause</b></p> <p>"The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its 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 Subcontractors 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>
<p><b>7.4 Testing</b></p>	<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><b>8.1 Commencement of Works</b></p>	<p><b>Replace the Sub-clause with the following:</b></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"> <li>a) Within 42 days after the Contractor receives the Letter of Acceptance; or</li> <li>b) Within 14 days after the “Effectuation of Contract in terms of Sub-Clause 1.1.1.11.</li> </ol> <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>
<p><b>8.2 Time for Completion</b></p>	<p><b>Delete this Sub-Clause and substitute by the following:</b></p> <p>As stated in ATB, The Permanent Works of entire geographical jurisdiction shall be completed in eleven stages as under:-</p> <ol style="list-style-type: none"> <li>1) Completion of all TPWS works on Rewari – Iqbalgarh section as well as in OCC for commencement of Integrated testing: 130 W (910 days) <b>(MS 1).</b></li> <li>2) Completion of all TPWS works on Iqbalgarh - Makarpura section as well as in OCC for commencement of Integrated testing: 162 W (1134 D) <b>(MS 2).</b></li> <li>3) Completion of all TPWS works on Makarpura - Sachin section as well as in OCC for commencement of Integrated testing: 162 W (1134 D) <b>(MS 3).</b></li> <li>4) Completion of all TPWS works on Sachin - Vaitarna section as well as in OCC for commencement of Integrated testing: 162 W (1134 D) <b>(MS 4).</b></li> <li>5) Completion of all TPWS works on Vaitarna - JNPT section as well as in OCC for commencement of Integrated testing: 188 W (1316 D) <b>(MS 5)</b></li> <li>6) Completion of all TPWS works as per scope of works on Rewari – Iqbalgarh section and taking over of Works by Employer: 142 W (994 days) <b>(MS 6).</b></li> <li>7) Completion of all TPWS works as per scope of works on Iqbalgarh - Makarpura section and taking over of Works by Employer: 174 W (1218 days) <b>(MS 7).</b></li> <li>8) Completion of all TPWS works as per scope of works on Makarpura - Sachin section and taking over of Works by Employer: 174 W (1218 days) <b>(MS 8).</b></li> <li>9) Completion of all TPWS works as per scope of works on Sachin - Vaitarna section and taking over of Works by Employer: 174 W (1218 days) <b>(MS 9).</b></li> <li>10) Completion of all TPWS works as per scope of works on Vaitarna - JNPT section and taking over of Works by Employer: 200 W (1400 days) <b>(MS 10).</b></li> </ol>

	11) Completion of Integrated testing and commissioning of all 200 Locos (120 for Phase 1 & 80 for Phase 2) and taking over of Works by Employer: 442 W (3094 days) <b>(MS 11)</b> .
<b>8.3 Programme</b>	<b>Delete Para 3 of Sub- Clause 8.3</b>  “The Contractor shall ..... [Variation Procedure].”
<b>8.4 Extension of Time for Completion</b>	<b>Delete Sub-Clauses (c)</b>  <b>Delete Sub-Clauses (d) substitute as under:-</b> Unforeseeable shortages in the availability of Goods caused due to changes in laws in accordance with the provisions of Sub-Clause 13.7  <b>Add Sub-Clause (f) -</b> A cause of delay in handing over possession of Site in accordance with the provisions of Sub-clause 2.1
<b>8.7 Delay Damages</b>	<b>Delete Sub-Clause 8.7 and substitute by the following:</b>  “The Contractor shall complete the Works in accordance with the programme set forth in Sub-Clause 8.2 [Time for Completion]. In the event that the Contractor fails to achieve any Milestone on the date set forth for such Milestone in the Time for Completion, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Employer, it shall pay Delay Damages to the Employer in a sum calculated at the rate stated in the Appendix to Tender until such Milestone is achieved; provided that if the construction period for any or all Milestones is extended in accordance with the provisions of this Contract, the dates set forth in the Sub-Clause 8.2 [Time for Completion] shall be deemed to be modified accordingly and the provisions of this Contract shall apply as if Appendix to Tender has been amended as above;  Provided further that Delay Damages paid under this sub clause would be refunded by the Employer if,  (i) Delay damages paid as a result of delay in achieving of MS 1 (Completion of all TPWS works on Rewai – Iqbalgarh section as well as in OCC for commencement of Integrated testing) in case of being offset by achievement of MS 6 (Completion of all TPWS works as per scope of works on Rewari – Iqbalgarh section and taking over of Works by Employer) in time as stipulated in ATB & PC 8.2.  (ii) Delay damages paid as a result of delay in achieving of MS 2 (Completion of all TPWS works on Iqbalgarh - Makarpura section as well as in OCC for commencement of Integrated testing) in case of being offset by achievement of MS 7 (Completion of al TPWSI works as per scope of works on Iqbalgarh - Makarpura section and taking over of Works by Employer) in time as stipulated in ATB & PC 8.2.  (iii) Delay damages paid as a result of delay in achieving of MS 3 (Completion of all TPWS works on Makarpura – Sachin section as well as in OCC for commencement of Integrated testing) in case of being offset by achievement of MS 8 (Completion of all TPWS works as per scope of works on Makarpura – Sachin section and taking over of Works by Employer) in time as stipulated in ATB & PC 8.2.  (iv) Delay damages paid as a result of delay in achieving of MS 4 (Completion of all TPWS works on Sachin - Vaitarna section as well as in OCC for commencement of Integrated testing) in case of being offset by achievement of MS 9 (Completion of al TPWS works as per

	<p>scope of works on Sachin - Vaitarna section and taking over of Works by Employer) in time as stipulated in ATB &amp; PC 8.2.</p> <p>(v) Delay damages paid as a result of delay in achieving of MS 5 (Completion of all TPWS works on Vaitarna - JNPT section as well as in OCC for commencement of Integrated testing) in case of being offset by achievement of MS 10 (Completion of all TPWS works as per scope of works on Vaitarna - JNPT section and taking over of Works by Employer) in time as stipulated in ATB &amp; PC 8.2.</p> <p>Provided further, in case, Contractor achieves MS-6 and MS-7 (combined) within a period less than the time as stipulated for MS-7 in ATB 8.2 and PC 8.2, an incentive equivalent to 0.25% of the contract price, per week saved, would be payable to the Contractor.</p> <p>Provided further, in case, Contractor achieves MS-8, MS-9 and MS-10 (combined) within a period less than the time as stipulated for MS-10 in ATB 8.2 and PC 8.2, an incentive equivalent to 0.25% of the contract price, per week saved, would be payable to the Contractor.</p> <p>It is agreed that recovery of Damages under this Sub-Clause shall be without prejudice to the rights of the Employer under this Contract including the right of Termination thereof.</p> <p>The Parties hereby accept that delays cause loss to the public and the national economy for whose benefit the Works is meant, and that the loss is not susceptible to precise measurement. The Parties hereby agree that the rate of Delay Damages agreed in this Clause 8.7 is a reasonable pre-determined amount, and that the Delay Damages are not by way of penalty.</p> <p>The Employer shall notify the Contractor of its decision to impose Delay Damages in pursuance with the provisions of this Sub-Clause. Provided that no deduction on account of Delay Damages shall be effected by the Employer without notifying the Contractor its decision to impose the Damages. Further, the total amount of Delay Damages under Sub-Clause 8.7 shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to Bid.</p> <p>Provided in case, the Contractor has completed his work but Integrated Testing &amp; Commissioning is held up due to the delay by Interfacing Contractors, the contractor shall be compensated @ 0.1% of the Contract Price per week of delay or part thereof for the period by which the achievement of MS-6 &amp; Ms-7 (combined) or MS-8, MS-9 &amp; MS-10 (combined) was delayed on account of default of the interfacing Contractor. For delay in fixing, testing and commissioning of On Board TPWS on account of delay in making available the Locos, the contractor shall be compensated @ 0.1% of the cost of the balance work per week of delay or part thereof for the period by which the achievement of MS-11 was delayed on account of default of the interfacing Contractor as decided by the Engineer.”</p>
<p><b>8.8 Suspension of Work</b></p>	<p><b>Delete Sub-Clause 8.8,</b></p> <p><b>Substitute deletion by the following:</b></p> <p>“In the event of the failure of the Contractor to duly and effectively perform any of its obligations or to perform proper execution of the Works in accordance with the provisions of this Contract, the Engineer may by notice</p>

	<p>require the Contractor to suspend forthwith the performance of any obligations under the Contract or the whole or any part of the Works.</p> <p>The Contractor shall, pursuant to the notice under this Sub-Clause, suspend the Works or any part thereof for such time and in such manner as may be specified by the Engineer and thereupon carry out remedial measures to rectify the defects and secure the safety of the suspended works. The Contractor may by notice require the Engineer to inspect such remedial measures forthwith, with a request that the suspension hereunder may be revoked. The Engineer shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and the procedure set forth in this Sub-Clause shall be repeated until the suspension hereunder is revoked.</p> <p>All reasonable costs incurred for maintaining and protecting the Works and remedying the defects during the period of suspension shall be borne by the Contractor.</p> <p>If, during the period of Suspension, Contractor fails to carry out remedial measures to rectify the defects notified by the Engineer, the Employer may at its own discretion, on behalf of the Contractor, undertake to fulfill any of the Contractor's obligations for remedying and rectifying the cause of Suspension. Provided that any cost incurred by the Employer in fulfilling the obligations of the Contractor for the remedying or rectifying the cause of Suspension shall be borne by the Contractor. The Employer shall have the right to deduct any such expense incurred and another twenty percent thereof as Damages from any payment due or to be due to the Contractor under the provisions of this Contract.</p> <p>If and to the extent the cause for the suspension is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10, and 8.11 shall not apply.</p> <p>The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is:</p> <ul style="list-style-type: none"> <li>(a) provided for in the Contract; or</li> <li>(b) necessary for proper execution of Works or by reasons of weather condition or by some default on the part of the Contractor; or</li> <li>(c) necessary for the safety of Works or any part thereof; or</li> <li>(d) necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site; or</li> <li>(e) to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities." </li></ul>		
<p><b>10.2 Taking Over of Parts of the Works</b></p>	<p>(i)</p> <p>(ii)</p> <p>(iii)</p> <p>(iv)</p> <p>(v)</p> <p>(vi)</p>	<p>Rewari – Iqbalgarh section</p> <p>Iqbalgarh - Makarpura section</p> <p>Makarpura - Sachin section</p> <p>Sachin - Vaitarna section</p> <p>Vaitarna - JNPT section</p> <p>On-Board Works on all 200 Locos (120 for Phase 1 &amp; 80 for Phase 2)</p>	<p>142 W (994 D)</p> <p>174 W (1218 D)</p> <p>174 W (1218 D)</p> <p>174 W (1218 D)</p> <p>200 W (1400 D)</p> <p>442 W (3094 D)</p>
<p><b>11.7 Right to Access</b></p>	<p>Replace the words "all parts of the Works and to records of the operation</p>		

	and performance of the Works” with “the Works as is reasonably required in order to comply with this Sub-Clause”.
<b>11.12 Emergency Defect Rectification</b>	<p><b>Add the following new Sub-Clause:</b></p> <p>“In case of any defect or damage requiring immediate attention from a safety, environment or operational aspect, the Engineer/Employer shall advise the Contractor for immediate remedy of the same. In case the Contractor fails to respond within the time as specified by the Engineer/Employer, the Employer has the authority to proceed with the rectification in any manner suitable under intimation to the Contractor and recover the cost from the Contractor from any moneys due to the Contractor or becomes due to the Contractor.”</p>
<b>13.2 Value Engineering</b>	<p><b>Supplement of this Sub-Clause with the following::</b></p> <p>“The value engineering proposal shall not impair the essential character, functions or characteristics of the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design, safety standards would not result in any reduction to the standard, or quality of the Works, or the performance of the Contractor and his obligations under the Contract.</p> <p>If the proposal of variation as a result of Value Engineering is approved, the reasonable share to be given to the Contractor shall be 30% of the net saving resulted due to Value Engineering.”</p>
<b>13.3 Variation Procedure</b>	<p><b>Add the following below the last paragraph:</b></p> <p>“For varied works of items due to variation as per Sub-Clause 1.1.6.9 determination of adjustment to the Contract Price shall be based on the following:</p> <ol style="list-style-type: none"> <li>a. Inputs of man-days, machine hours and quantities of materials;             <ol style="list-style-type: none"> <li>(i) Prevailing market rates for Materials, hiring of equipment;</li> <li>(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;</li> </ol> </li> <li>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;</li> <li>c. Applicable taxes.</li> </ol> <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>
<b>13.7 Adjustments for Changes in Legislation</b>	<p><b>Delete first paragraph of the Sub-Clause and Substitute deletion by the following:</b></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>

	<p>a. a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws); or</p> <p>b. in the judicial or official governmental interpretation of such Laws, or</p> <p>c. the commencement of any Indian law which has not entered into effect until the Base Date; or</p> <p>d. any change in the rates of any of the Taxes or royalties on Materials that have a direct effect on the Project which affect the Contractor in the performance of obligations under the Contract.”</p> <p><b>Insert at the end of the Sub-Clause:</b></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><b>13.8 Adjustments for Changes in Cost</b></p>	<p><b>Delete Paragraph 3 of this Sub-Clause and Substitute deletion by the following:</b></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 Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price 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> $P_n = a + b(L_n/L_0) + c(M_n/M_0) + d(U_n/U_0)$ <p>where:</p> <p>“P<sub>n</sub>” is the adjustment multiplier to be applied to the contract amount paid against cost center / stage as per Price 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 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 Schedule 1 in Section 6: Financial Submission, representing the adjustable portion for <u>Material</u> component;</p> <p>“d” is a fixed coefficient, stated in the table of adjustment data as given Schedule 1 in Section 6: Financial Submission, representing the adjustable portion for <u>Fuel &amp; Power</u> component;</p>

	<p>Values of a, b, c and d are as detailed in Schedule 1 of Section 6: Financial Submissions</p> <p>“Ln”, “Mn” and “Un” are the current cost indices 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 for Local and Foreign currency components prior to the last day of the period (to which the particular payment certificate relates) and shall be as follows and as specified in the Volume I (Part 2/2), Section 6, Financial Submission, Schedule 1 :</p> <p>“Ln” The All India Consumer Price Index for Industrial Workers as published by the Reserve Bank of India</p> <p>“Mn” The Wholesale Price Index for All Commodities as published by Reserve Bank of India.</p> <p>“Un” The Wholesale Price Index for Fuel &amp; Power as published by Reserve Bank of India.</p> <p>“Lo”, “Mo” and “Uo” are the base cost indices, expressed in the relevant currency of payment, each of which is applicable to the relevant index on the Base Date, as detailed above and in the Volume I (Part 2/2), Section 6, Financial Submission, Schedule 1.”</p>
<p><b>14.1 The Contract Price</b></p>	<p><b>Add the following after the last paragraph:</b></p> <p>“The Contract Price includes all duties, taxes, royalties, building &amp; other construction workers welfare cess, 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, Materials and supplies acquired for the purpose of the Contract and on the services performed under the Contract.</p> <p>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>As per the Policy of Govt. of India, the project shall not be eligible for Deemed Export Benefits”</p>
<p><b>14.2 Advance Payment</b></p>	<p><b>Add the following to last word “payment” in the first sentence of the third paragraph:</b></p> <p>“, (iii) receipt of concurrence from JICA of the signed Contract Agreement and                  (iv) on receipt of the Letter of Commitment (L/Com) (issued by JICA) by the Employer from designated Japanese Foreign Bank in Tokyo (Foreign Currency Portion only)                  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><b>14.3 Application for Interim Payment Certificates</b></p>	<p><b>Delete first paragraph of this Sub-Clause and substitute by the following:</b></p> <p>The Contractor shall prepare his monthly bill and submit the same by 7<sup>th</sup> 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</p>



	<p>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, sketches, drawings, approvals, calculations etc. shall accompany the bill so that payment can be substantiated 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><b>In the third line of sub-para (a) of 2<sup>nd</sup> paragraph, delete the word “(g)” and substitute by “(h)”</b></p> <p><b>Add the following paragraph at the end</b></p> <p>(h) any amount to be deducted for taxes in accordance with the applicable laws.</p>
<p><b>14.4 Schedule of Payments</b></p>	<p><b>Delete this Sub-Clause and substitute by the following:</b></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 events defined in the respective Payment Schedules for the Works executed as determined in accordance with the following procedure:</p> <p>(a) The Payment Schedules 5.1 to 5.5 lay down the frame work for estimating the value of stages of work completed. The Price Schedules specify the Contract Price for the Works offered by the Contractor and accepted by the Employer, along with the estimated value of work of different cost centres. The description of items of work in the Schedules does not limit in any way the Contractor's obligations under the Contract to provide all the Works described in the Employer's Requirements.</p> <p>(b) The entire Works have been divided into Five (5) Cost Centres along with their respective weightage percentages of the Contract Price in Schedule 4 .of Volume I (2/2) Section-6. Each of the Cost Centres has been broken into items of Works with percentage weightage of the Contract Price to items of the Works/stages as indicated in Schedules 5.1 to 5.5.</p> <p>(c) The Bidder shall compute, and supply to the Engineer, the total quantities of various items of works and components on the basis of detailed design reviewed/approved by the Engineer.</p> <p>(d) The Contractor shall base its claim for Interim Payments for each of the Works/stages for various items of the work on completion till the end of the month for which the payment is claimed, supported with documents and</p>

	<p>an up-dated programme in accordance with the Employer’s Requirements.</p> <p>(e) 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>(f) For items of uncharted utilities, extra payment over and above the Contract Price shall be made in accordance with variation proposals made on case to case basis as per the provisions of the Contract. The Contractor shall make a detailed report/ proposal for removal/ relocation of uncharted utilities as per the procedure outlined in “Employer’s Requirement, Vol. II of the Bid Documents.”</p>
<p><b>14.7 Payment</b></p>	<p><b>Replace the whole with the following:</b></p> <p>“All payments under the Contract shall be made in accordance with the Para 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 in the designated local currency to the designated bank of the Contractor under the or 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>Neither the Employer nor JICA will be liable for any currency conversion loss incurred by the Contractor as a result of the payment procedures.</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 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 by Authorized Signatories of all the constituent members of the Consortium/Association to this effect need to be submitted to the Employer on commencement of the Work.”</p>

	<p>Flow Chart graphically reflecting the Commitment (L/C and L/C issuance stage), Commitment (Disbursement stage) is enclosed at the end of this section as attachment PC-1.</p>
<p><b>14.8 Delayed Payment</b></p>	<p><b>Delete the following in first paragraph:</b></p> <p>“, irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued”</p> <p><b>Replace the second Paragraph with the following:</b></p> <p>“These financing charges shall be computed as stated in the Appendix to Bid.”</p>
<p><b>15.2 Termination by the Employer</b></p>	<p>Delete the words “the whole of” in Sub-Clause (d) and Substitute the deletion by the following words “ more than the percentage specified in Sub clause 4.4”</p>
<p><b>15.3 Valuation at Date of Termination</b></p>	<p>Delete the last line of this Sub-Clause “work executed .... Contract” and substitute by the following:</p> <p>“Work completed up to any defined stage of payment in accordance with the Contract. Extent of damages to the Employer due to termination under sub-clause 15.2 has been fixed as (1) Forfeiture of Performance Security (2) Forfeiture of Retention money (3) five percent (5%) of the cost of the balance work at the date of termination. The Parties hereby agree that the rate of these damages agreed in this is a reasonable pre-determined amount, and that these damages are not by way of penalty.”</p>
<p><b>15.4 Payment after Termination</b></p>	<p><b>Delete the Sub-Clause 15.4 and substitute the following:</b></p> <p>“After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:</p> <ul style="list-style-type: none"> <li>(a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],</li> <li>(b) with-hold further payments to the Contractor until the actions in accordance with sub-paragraphs (c), and (d) are completed.</li> <li>(c) encash and forfeit the whole of the amounts of Performance Security and Retention Money and take possession of Plant and Materials delivered to Site, for which payment has been made by the Employer.</li> <li>(d) encash and appropriate the bank guarantee for the Advance Payment to recover the outstanding amount, if any, of the Advance Payment</li> <li>(e) pay to the Contractor any sums due under Sub-clause 15.3 [Valuation at Termination], after the full amounts of the Performance Security and Retention Money and five percent(5%) of the cost of the balance work (as per clause 15.3) and any other amount due from the Contractor have been received by the Employer. Any outstanding amounts against the Contractor shall immediately become due and payable by the Contractor to the Employer.” </li></ul>

<p><b>16.2 Termination by Contractor</b></p>	<p><b>Delete Sub-Clause 16.2 (d) and replace with the following:</b></p> <p>“(d) The Employer substantially fails to perform his obligation under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and /or the ability of the Contractor to perform the Contract.”</p> <p><b>Delete the following words from Sub-Clause 16.2 (e):</b></p> <p>“or Sub-Clause 1.7[Assignment]”</p>
<p><b>17.3 Employer’s Risk</b></p>	<p>Delete Sub Clause 17.3 (h)</p>
<p><b>17.6 Limitation of Liability</b></p>	<p>Limitation of Liability shall be hundred percent cost of the work segment(s) as applicable.                  The size of the work segment shall be as proposed by the Contractor in accordance with the requirement of specification and consented by Engineer &amp; approved by the Employer.</p>
<p><b>18.1 General Requirements for Insurances</b></p>	<p><b>Sub-paragraph 7 (b): Modify as following:</b></p> <p>“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><b>18.2 Insurance for works and Contractor’s Equipment</b></p>	<p><b>Sub-paragraph 4 (d) Delete</b> the words “(c), (g) and (h)”, and substitute by the words “(c) and (g)”.</p>
<p><b>18.3 Insurance against Injury to Persons and Damage to Property</b></p>	<p><b>Add the following at the end of this Sub-Clause:</b></p> <p>“The insurance policy shall include a cross liability clause such that the insurance shall apply to the Employer, the Contractor and Subcontractors (wherever applicable) as separately insured.</p> <p>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><b>18.5 Professional Indemnity Insurance</b></p>	<p><b>Add the following Sub-Clause 18.5:</b></p> <p>“The Contractor shall provide evidence of professional indemnity insurance carried by its Designer for the Works.</p> <p>The Professional Indemnity Insurance shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit</p>

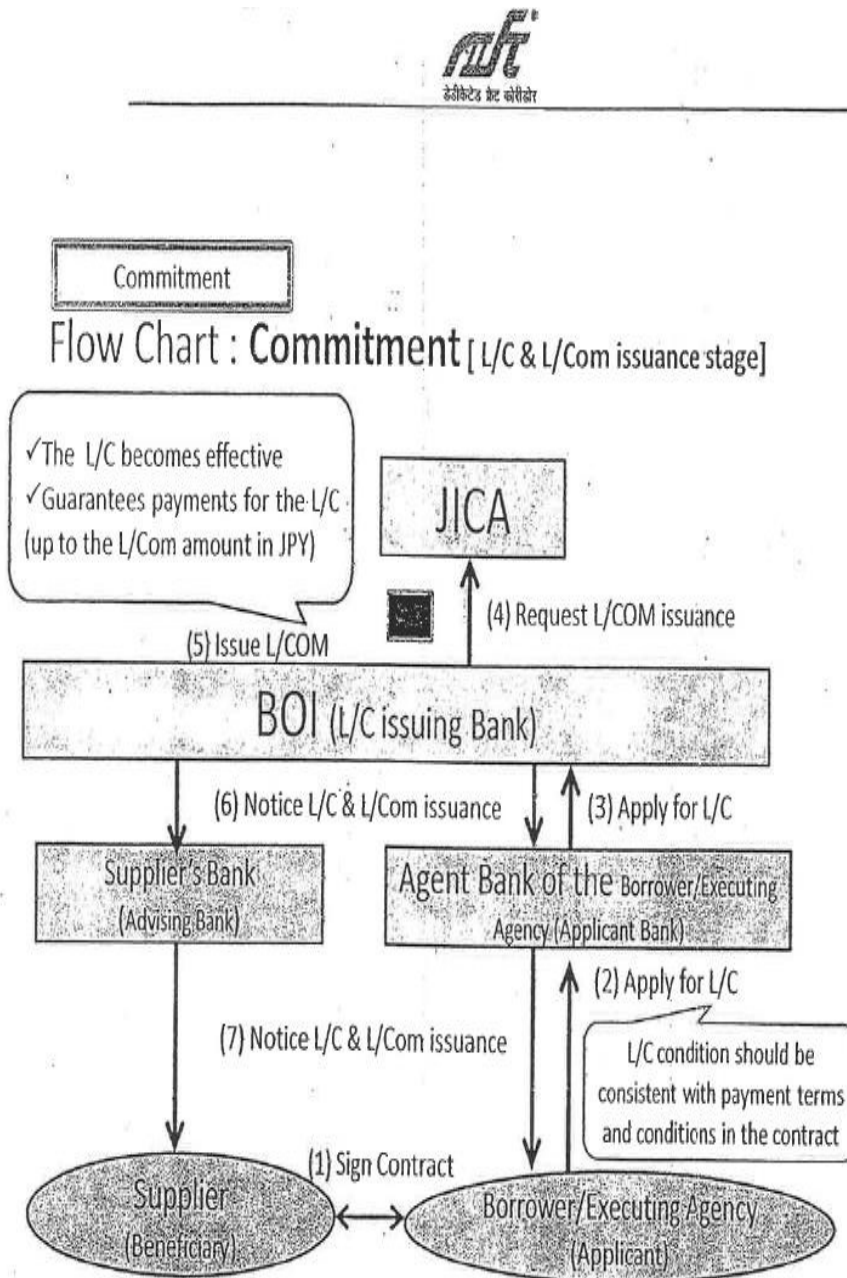
<p><b>19.1 Definition of Force Majeure</b></p>	<p>of not less than that set down in the Appendix to Bid and shall be maintained in full force and effect from the date of commencement of the Works until three (3) years after the date of completion of the Defects Notification Period.</p> <p>The Engineer will not issue any payment certificate until the Contractor has provided evidence of this insurance and its period of effectiveness.”</p> <p><b><u>Replace (v) of the 2<sup>nd</sup> para:</u></b></p> <p>“(v) Natural Catastrophe which may include earthquake, volcanic activity, floods, &amp; storms of high intensity such as typhoons and hurricane.”</p>
<p><b>20.2 Appointment of the Dispute Adjudication Board</b></p>	<p><b>Delete the sub Clause and substitute with the following:</b></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. 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><b>20.3 Failure to Agree on Dispute Adjudication Board</b></p>	<p><b>Delete the Sub Clause and substitute with the following:</b></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>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, 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 of the appointing entity or official.”</p>
<p><b>20.6 Arbitration</b></p>	<p><b>Delete and substitute the following new sub-clauses:</b></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</p>

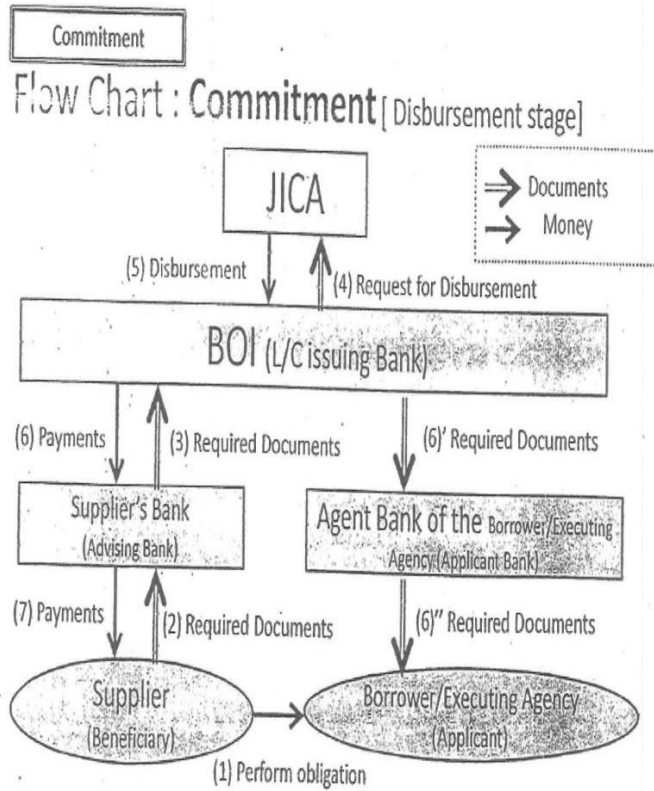
	<p>decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration.</p> <p>Arbitration may be commenced prior to or after completion of the works. The obligations of the Parties the Engineer and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works.”</p>
--	--

**Attachment: PC-1**

**Flow Chart : For Payment under Commitment Procedure**







(\*) In some cases, the Negotiating BK may make payment to Beneficiary before receiving payment from JICA

## SECTION 7: CONTRACT FORMS

### Table of Forms

<b>CF No</b>	<b>Sub-Clause</b>	<b>Description</b>	<b>Page</b>
01	1.1.1.3	Form of Letter of Acceptance	171
02	1.6	Form of Contract Agreement	172
03	4.2	Form of Performance Security (Guarantee) By Bank	173
04	14.2	Form of Mobilization Advance Payment Guarantee	174
05	4.1	Form of Contractor's Warranty	175
06	4.4	Form of Memorandum of Understanding for a Subcontracting Agreement	177
07	4.4	Form of Sub-Contractor's Warranty	178
08	5.1, 18.5	Form of Designer's Warranty	181
09	20.2	Form of Dispute Adjudication Board Agreement	184
10	14.3 c, 14.9	Form of Retention Money Guarantee	185
11	18	Form of Insurance Requirements	186

**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 Contract Data]* 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,
  - (f) the Schedules, and
  - (g) the Contractor's Proposal and any other documents forming part of the Contract.
  - (h) 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:** *[insert name and address of 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])*,<sup>1</sup> 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 ..., and any demand for payment under it must be received by us at this office on or before that date.

The Guarantor agrees to a one-time extension of this Guarantee for a period not to exceed [six month] [one year], 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, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s)]*

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

<sup>1</sup> *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.*

## Mobilization Advance Payment Guarantee

### Demand Guarantee

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

**Beneficiary:** *[insert name and address of the Employer]*

**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]*)<sup>1</sup> 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<sup>2</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.<sup>2</sup>

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.]

<sup>1</sup> *The Guarantor shall insert an amount representing the amount of advance payment and denominated in the currency(ies) of Advance Payment as specified in the Contract.*

<sup>2</sup> *The Employer should note that in the event of an extension of the Time for Completion, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "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."*

**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 **(including Integrated Testing and Commissioning, if required as per the Contract)** 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 the Works for a period of 24 months from the date of the Taking Over Certificate of the last Section of the Works;
  - (d) The Contractor agrees that should any design modification be required to any section or component due to any defect, the period of 24 months 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**  
(Sub-Clause 4.4)

Date :  
Project :

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

Dear Sirs

In accordance with the Sub-clause 4.4 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 Sub-contractor \_\_\_\_\_ 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 Subcontractor 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 Sub-contractor is described as:
3. The work undertaken by the Sub-contractor 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 Sub-contractor, his agents, servants and workmen as if anywhere the acts, defaults, neglects, of the Contractor, his agents, servants or workmen.
4. The Contractor shall provide insurance for the Subcontractor to the same level as his own insurance to include the Works executed under the subcontract agreement to be executed, and for the subcontractor's equipment as listed in Attachment to this MOU.
5. The Employer shall consider and approve the provisions of a signed subcontracting agreement prior to signature of Contract with the Contractor to verify that it conforms to the pre-qualifying/ bidding requirements. Non-fulfillment of this requirement would result in disqualification of the Contractor. The Employer shall also consider the non-fulfillment of any of the subcontract agreement terms as a reason for termination of the Contract, and upon 14 day's notice require the Contractor to vacate the Site. After such termination of the Contract by the Employer, the Employer may complete the work and or arrange any other authorities to do so.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ year.

The Contractor  
(Signature & Seal)

The Subcontractor  
(Signature & Seal)



- the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor from any liability under this Warranty.
4. The Sub-contractor 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 Sub-contractor 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 Sub-contractor 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 Sub-contractor to enter into a novation agreement as required by Sub-clause 5(1), the Sub-contractor 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 Sub-contractor, the Sub-contractor 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 Sub-contractor, the Sub-contractor 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 Sub-contractor 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 whether in tort or otherwise.
  9. Nothing contained in this Warranty shall vary or affect the Sub-contractor's rights and obligations under the Sub-contract.
  10. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Sub-contractor being required.
  11. 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 Sub-contractor, at [ ] India.
  12. The Employer and the Sub-contractor 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.

13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
14. (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor 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 Sub-contractor require and the Sub-contractor 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 Sub-Contractor 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:-         )



4. Any notice given by the Employer under Clause 2 or 3 shall state that the Employer or his appointee accepts liability for payment of the fees payable to the Designer under the Consultancy Agreement and for performance of the Contractor's obligations under the Consultancy Agreement, including payment of any fees outstanding at the date of such notice.
5. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Designer being required.
6. 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 Designer at [ ].
7. The Employer and the Designer 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.
8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.
9.
  - (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 Designer 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 Designer will undertake inter alia to perform the Design 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 Designer to enter into a novation agreement as required by Sub-clause 9 (1), the Designer shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.

Except to the extent (if any) expressly permitted by the Consultancy Agreement, the Designer shall not sub-contract any of the Designer's obligations under the Consultancy Agreement without the prior written consent of the Engineer.
10. Without prejudice to its obligations under this Warranty, the Designer shall maintain with well established underwriters of repute and on terms and conditions reasonably acceptable to the Employer, professional indemnity insurance (as per sub-clause 18.5 of the Particular Conditions of Contract) in respect of the Designer and its sub-consultants for Indian Rupees Sixty Million (60,000,000 Rupees) in relation to his design of the Works for any one occurrence or series of occurrences arising out of any one event from the date of notification of acceptance until 3 years after Time of Completion of Defects Notification Period for the whole of works. The Designer shall immediately inform the Employer if for any reason professional indemnity insurance is not maintained in accordance with this Warranty or becomes void or unenforceable.
11. Insofar as the patent, copyright or other intellectual property rights in any Design Data (as defined in the Contract), plans, calculations, drawings, documents, materials, computer software, know-how and information relating to the Works shall be vested in the Designer, the Designer grants to the Employer his successors and assigns 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 (including without limitation the design, construction, reconstruction, completion, reinstatement, extension, repair and operation of the Works). To the extent beneficial ownership of any such patent, copyright or other intellectual property right is vested in anyone other than the Designer or the Contractor, the Designer shall use his best endeavors to procure that the beneficial owner thereof shall grant a like license to the Employer. Any such license granted shall not be

determined if the Designer shall for any reason cease to be employed in connection with the Works.

12. (1) Any dispute or difference of any kind whatsoever between the Employer and the Designer arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with Clause 20 of GC "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and the Designer.
- (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, the Employer may by notice in writing to the Designer require and the Designer 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, statement of objection, determination, certificate, assessment or valuation by the Engineer 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 Designer 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  
[Designer            ]  
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 one of the three persons who are jointly called the “DAB” [and desire the Member to act as chairman of 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 Internationale 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, as one of the three persons who are jointly to act as the DAB.
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*) \_\_\_\_\_ (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 performance certificate.

Amount (in currency (ies))	Deductible limits ((in currency (ies))	Parties insured (names)	From (Place)	To (Place)
Full replacement cost (INR)	-	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	-	Contractor and Employer	Commencement Date	Issue of Performance certificate

(C) Automobile liability Insurance:

Covering use of all vehicle used by the contractors or its sub contractors (whether or not owned by them) in connection with the design, construction testing and commissioning of the facilities under the contract in accordance with statutory requirements.

(D) Workers' Compensation

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

(E) Professional Indemnity Insurance-

To cover professional negligence in the design of the Works.

Amount (in currency (ies))	Deductible limits ((in currency (ies))	Parties insured (names)	From (Place)	To (Place)
60 million INR	-	Contractor and Employer	Commencement Date	3 years beyond Defect Notification Period.

- \* \* \* End of Document \* \* \*