



Dedicated Freight Corridor Corporation of India Limited

(A Government of India Enterprise)

6th Floor, Palika Bhawan, Section – XIII,
R K Puram, New Delhi – 110 066, INDIA

National Competitive Bidding

SELECTION OF CONSULTING FIRMS

To undertake

PROJECT MANAGEMENT CONSULTANCY SERVICES FOR Design & Build Contract of Construction of formation including blanketing, Major Bridges, Minor Bridges, RUBs, ROBs, Supply and Spreading of Ballast and other related infrastructural works for Dedicated Freight Corridor from Chainage 14.108 Km (Near New Karwandiya) to Chainage 119.437 Km (Near New Ganj Khawaja) (Approx. 105 KMs) on Mughalsarai-Sone Nagar Section of Eastern Corridor in the states of Bihar and Uttar Pradesh in India. ('0.00' Chainage starts at Km 550.245 near Sonenagar of IR track).

REQUEST FOR PROPOSALS

September 2008

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SECTION 1: LETTER OF INVITATION

Sub: Project Management Consultancy Services to facilitate Construction of formation including blanketing, Major Bridges, Minor Bridges, RUBs, ROBs, Supply and Spreading of Ballast and other related infrastructural works for Dedicated Freight Corridor from Chainage 14.108 Km (Near New Karwandiya) to Chainage 119.437 Km (Near New Ganj Khawaja) (Approx. 105 KMs) on Mughalsarai-Sone Nagar Section of Eastern Corridor in the states of Bihar and Uttar Pradesh in India. ('0.00' Chainage starts at Km 550.245 near Sonenagar of IR track).

- 1 Dedicated Freight Corridor Corporation of India Limited invites proposals for appointment of Construction Supervision Consultants on the basis of National Competitive Bidding (NCB) for above said project.
- 2 The Project Management Consultancy services are for Design & Build Contract for the above mentioned subject work for which tender is already under process. The details of the Design & Build Contract, its scope of work and all other features can be seen at DFCC website www.dfcc.in or in the Corporate Office of DFCCIL New Delhi.
- 3 For Submission, Evaluation and Selection of Consultant a “**Single Stage**” process has been proposed. The proposal should be submitted in four parts in four separate envelopes / packets and put together in one single outer envelope/packet. The four parts shall be:

Part 1: Bid Security and the cost of bid document in approved form as detailed in invitation of bids

Part 2 : Firm's Credentials

Part 3 : Technical Proposal and

Part 4 : Financial Proposal

Part 1 (Bid Security and cost of bid document) This envelop would be opened first and the firms who have not submitted the Bid Security as well as cost of bid document their offer will be summarily rejected.

Part 2 (Firm's Credentials) of the proposal would be opened next after opening of first envelope and evaluated and Technical Proposals (Part 3) of only those firms fulfilling the minimum eligibility criteria prescribed for firm's credentials would be opened and evaluated as per criteria in RFP. After that Financial Proposals (Part 4) of all firms (whose Technical Proposals have been evaluated) would be opened and evaluated as per criteria in RFP. **The final selection of the firm would be based on the Quality cum Cost Based Selection (QCBS) procedure described in the RFP. The weightage given to Technical Proposal and Financial Proposal would be 80 % and 20 % respectively.**

4. The interested consultancy firms may obtain the RFP Document from DFCC office from the address given below upto the date and time stipulated in the

IFB by payment of non-refundable Demand Draft/ Banker's Cheque amounting to Rs 20,000/- drawn in favour of "Dedicated Freight Corridor Corporation of India Limited" payable at any schedule bank in New Delhi. The RFP document is also available on DFCC website. The Consultant who downloads the RFP document from the website will be required to pay the non-refundable fee of Rs 20,000/- at the time of submission of the proposals.

- 5 **A firm may apply individually or as a Joint Venture/Association. In case of Joint Venture/Association, a maximum of 2(two) firms are permitted.**
- 6 The four parts of the Proposal (Part 1: Bid Security, Part 2 : Firm's Credential, Part 3 : Technical Proposal and Part 4 : Financial Proposal) must be submitted in **a hard bound form** (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents) with all pages numbered serially, along with an index of submission. Spiral bound form, loose form, etc. will be not accepted. **All figures quoted in the financial proposal should be covered with a transparent adhesive tape.** In the event, any of the instructions mentioned herein have not been adhered to, DFCC may reject the proposal.
- 7 DFCC will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, DFCC shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.
- 8 Sealed proposals must be received not later than the date and time stipulated in the IFB in the manner specified in the RFP document at the address given below.

**General Manager/Engg-III,
Dedicated Freight Corridor Corporation of India Ltd.
(A Government of India Enterprise)
C/o IRCON office, 6th Floor, Room No. 602, Palika Bhawan, Section – XIII,
R.K. Puram, New Delhi – 110 066, INDIA**

**Dedicated Freight Corridor Corporation of India
Limited**

NATIONAL COMPETITIVE BIDDING

INVITATION OF BIDS

Bid Notice No **IFB No: HQ/EN/EC/NKWD-NGAQ/PMC**

DATE: 13.09.2008

Dedicated Freight Corridor Corporation of India Limited (hereinafter referred to as Client), invites bids under single stage four packet system for **Project Management Consultancy Services to facilitate Construction of formation including blanketing, Major Bridges, Minor Bridges, RUBs, ROBs, Supply and Spreading of Ballast and other related infrastructural works for Dedicated Freight Corridor from Chainage 14.108 Km (Near New Karwandiya) to Chainage 119.437 Km (Near New Ganj Khawaja) (Approx. 105 KMS) on Mughalsarai-Sone Nagar Section of Eastern Corridor in the states of Bihar and Uttar Pradesh in India. ('0.00' Chainage starts at Km 550.245 near Sonenagar of IR track).**

Key details:

S. NO.	Description of items	Details
1.	Bid Security amount	Rs. 15 Lakhs (Rupees Fifteen Lakh only) in the form of Demand Draft / Banker's Cheque only in favour of DFCCIL, New Delhi.
2.	Completion period of the work	42 Months (36 Months Completion Period and 6 Months Defect Liability)
3.	RFP document on sale	From 10.00 Hrs to 17:00 Hrs on all working days from 15.09.2008 to 16.10.2008 on production of required amount towards the cost of RFP document in appropriate form.
4.	Cost of RFP document	Rs. 20,000/-
5.	Last date of seeking clarification	22.09.2008
6.	Last date of issuing addendum/corrigendum	26.09.2008
7.	Date and time of submission of Bid	From 10.00 Hrs to 17:00 Hrs on all working days from 15.10.2008 to 16.10.2008 and upto 15:00 Hrs of 17.10.2008
8.	Date and time of opening of Bid	17.10.2008 at 15:30 hrs

9.	Authority and place for purchase of RFP documents seeking clarifications and submission of completed Bid document	General Manager/Engg-III, Dedicated Freight Corridor Corporation of India Ltd. (A Govt. of India Enterprise) C/o IRCON office, 6th Floor, Room No. 602, Palika Bhawan, Section – XIII, R.K. Puram, New Delhi – 110 066, INDIA Telefax: (011)26885092, E-mail at gm.engg3@dfcc.in
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Other Details:

2. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the “Instructions to Consultants” and Data Sheet.

3. Bid Security

Bids must be accompanied by a Bid Security of **Rs 15 Lakh (Rupees Fifteen lakh Only)** in the form of Demand Draft/Banker’s Cheque only issued by State Bank of India (SBI) or any nationalised / scheduled bank of India in favour of DFCCIL, New Delhi and shall have to be valid for 45 days beyond the validity of the bid. No FDR / TDR /Term Deposit Advice shall be accepted.

4. Bidding documents

4.1 **Cost of RFP document (if not paid earlier to DFCC by obtaining the document through website) should be submitted along with the RFP document in the form of demand draft/Banker cheque issued by SBI or any other Nationalised Bank or any schedule Bank of India in favour of DFCC, New Delhi.**

4.2 RFP Document can also be downloaded from DFCC website www.dfcc.in and www.dfccil.org from 13.09.2008 and the bids can be submitted on the down loaded document along with a separate demand draft/Banker cheque towards the cost of bidding documents at the time of bidding in a separate envelope marked “Cost of RFP Documents” failing which the offer will be summarily rejected.

5. **Address for Communication:** Interested eligible Bidders may obtain further information from the designated official:-

Shri S.K. Pathak, General Manager Engg. (III), Dedicated Freight Corridor Corporation of India Limited, 6th Floor, Palika Bhawan, Sector XIII, R.K.Puram, New Delhi 110066, India.
Tel. (011)26885092, E – Mail : gm.engg3@dfcc.in

SECTION 2: INSTRUCTIONS TO CONSULTANTS

1 INTRODUCTION

Definitions

- (a) “Client” means Dedicated Freight Corridor Corporation of India Limited.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in Clause 1, of General Conditions (GC) of contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of India.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides the interested Consultants with all information needed to prepare their Proposals.
- (h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country;
“Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j) “Proposal” means the Bid Security, Firm’s Credentials, Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request for Proposal prepared by the Client for the selection of Consultants.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 6 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

- 1.1 The Client named in the "Data Sheet" will select a firm from those firms who submitted proposals, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The consulting firms are hereby invited to submit proposal for consulting services required for the assignment in the attached Letter of Invitation (LOI). The Proposal could form the basis for future contract negotiations if required and ultimately a contract with the selected firm and DFCC.
- 1.3 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the project site before submitting the Proposal. The Consultants must keep themselves informed about the local conditions and take them into account in preparing their proposals.
- 1.4 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Consultant.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.6 The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
 - 1.6.1 A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
 - 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.7 It is the DFCC's policy that the Consultants under domestic funded contracts observes the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
 - (a) defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) **“fraudulent practice”** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) **“collusive practices”** means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) **“coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a domestic financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a domestic financed contract; and
 - (d) will have the right to require that, in domestic financed contract, a provision be included requiring Consultants to permit the DFCC to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of DFCC.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

1.9 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2.0 Eligible Consultant

DFCC has invited bid stipulating that it is for ‘national competitive bidding’. By this the Corporation intends and means that –

- (i) All Consultants shall have a proper authority under Indian laws to do and carry out business in India; And
- (ii) All payments under the contract shall be made in India in Indian Rupees; And,
- (iii) All disputes shall be processed and resolved as per relevant Indian laws and shall be subject only to the jurisdiction of Indian courts.
- (iv) Any foreign entity that is authorized to do business in India can participate in the bid either on its own or as a member (including the status of a lead member) of a joint venture.

3. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

3.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by mail, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all the Consultants who would obtain RFP document as per the prescribed procedure. The response of the Client will also be put on its website www.dfcc.in & www.dfccil.org .

3.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile or electronic mail to all the Consultants who would obtain RFP document as per the prescribed procedure and will be binding on them. The Addenda will be put on DFCC's website. The Client may at its discretion extend the deadline for the submission of Proposals.

4. PREPARATION OF PROPOSAL

4.1 A firm shall submit only one proposal for a project. If a firm submits or participates in more than one proposal such a firm will be disqualified. However, this doesn't limit the participation of associate consulting firms including independent individuals in more than one proposal.

4.2 The proposal should include a covering letter signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm. The letter should specify all association arrangement and certify that each associated firm perform its designated tasks under the assignment if the lead firm is awarded the contract.

4.3 Consultants are requested to submit a proposal in the language as specified in the Data Sheet in four parts in four separate envelopes/packets and put together in one single outer envelope/packet. The four parts shall be:

- Part 1: Bid Security and the cost of bid document in approved form as detailed in invitation of bids
- Part 2 : Firm's Credentials
- Part 3 : Technical Proposal and
- Part 4 : Financial Proposal

Part 1: Bid Security

- 4.4 Part 1 of the proposal should contain the bid security as well as the cost of bidding document in the approved form and this envelope would be opened first. Any bid not accompanied with the Bid Security and cost of Bidding Document (if bid document is downloaded from website) will be summarily rejected.

Part 2: Firm's Credentials.

- 4.5 This submission shall contain the following information / details and should not include any other information.
- (i) Average annual turnover for consultancy work during the last three years 2005-2006, 2006-2007, 2007-2008.
 - (ii) Experience of the firm in Detailed Project Report (DPR) preparation of Major Railways/Highways Projects during last 7 years
 - (iii) Experience of the firm in design review for Bridges in Railways/Highways during the last 7 years.
 - (iv) Experience of the firm as Supervision consultant/ Independent consultant for Major Railway projects/Highway projects during the last 7 years

Part 3: Technical Proposal

- 4.6 In preparing the Technical Proposal, Consultants are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Consultant and may result in rejection of the proposal submitted by the Consultant.
- 4.7 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) The estimated man months for the assignment are stated in the Terms of Reference. The proposal shall be based on the stated man months of professional staff. The consultants shall not be permitted to propose alternative arrangement. However, if the work demands, the man months of professional key staff may be varied client keeping the total man months same only with the approval of the clients provided the contracted cost of consultancy is not exceeded.
 - (ii) At least 50% of the key professionals must be employed with the Firm for a minimum period of 1 (One) year (preferably one year means that the Professional should be continuously employed with the firm upto one year

on date of opening of bid) so as to ensure that the firm has a permanent consultancy establishment to handle the project and looks for balance key professionals from the market.

- (iii) To make realistic evaluation, the firm is required to clearly indicate the person, they are proposing against a particular key professional position and only his CV will be considered for that position.
- (iv) A good working knowledge of the language specified in the Data Sheet is essential for key professional staff on this agreement. Reports must be in the language(s) specified in the Data Sheet.
- (v) **Joint ventures are allowed:**
 - Limitations to joint ventures or sub-consultant are: Joint venture consisting of maximum of two firms are permitted. In case of JV the experience of both the firms shall be counted. In case of association/sub –consultant, the experience of associated firm/sub-consultant shall not be counted, whereas the key personnel of the associated firm would be considered for evaluation. as detailed in the Data Sheet.

4.8 The Technical Proposal should provide the following information using but not limited to the formats attached in Section 4:

- i) An outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants must substantiate his experience by submitting the requisite experience certificate from the Client. On-going projects with more than 80% of financial progress may be accepted for work experience. In support of the above, the Consultant must submit Employer's Certificate from the Employer / Client, Govt. Organisation / PSU and Public Limited Companies. The certificate should also indicate the cost of Consultancy fees, whether the firm has executed the Consultancy work as the sole Consultant or in JV with another firm (In the case of which the role of the firm as the lead partner or as a partner of the JV, shall be clearly indicated) and Date of completion if the work has been completed. Financial value of work already completed should also be indicated in case of works which has been substantially completed.
- ii) Any comments or suggestions on the Terms of Reference and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar chart of activities.

- iii) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing :
- iv) CVs *originally* signed in blue ink on each page by both the proposed professional staff and the authorized representative submitting the proposal, the key information should include number of years working for the firm, and degree of responsibility held in various assignments. **Photocopy or unsigned CV shall not be evaluated.**
- v) While the man months proposed should be around the estimated man month as given in TOR, their actual deployment to carry out the assignment should be shown and supported by bar chart diagrams indicating the time proposed for each professional staff team member.
- vi) A detailed description of the proposed methodology, staffing and monitoring of training, if the Data Sheet specifies training as a major component of the assignment
- vii) Any additional information requested in the Data Sheet.

4.9 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive and rejected.

Part 4: Financial Proposal

- 4.10 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 5). It lists all costs associated with the Assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) rentals/fixed rates/reimbursable such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and if appropriate into foreign and local expenditures.
- 4.11 The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the Government's country); unless the Data Sheet specifies otherwise.
- 4.12 Consultants should quote the price of their services in the Local currency i.e., INR only.

5. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 5.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 5.2 An authorized representative of the firm shall initials all pages of the Proposal. The representative's authorization in *original/notarized* is to be confirmed by a written Power of Attorney accompanying the Proposal.
- 5.3 Consultants shall submit one "Original" proposal only. The envelope must be clearly marked **"DO NOT OPEN, EXCEPT IN PRESENCE OF DFCC'S REPRESENTATIVES"**
- 5.4 **The outer sealed envelope shall include four separate sealed envelopes, each clearly marked as;**
- Part 1: Bid Security and the cost of bid document
 - Part 2: Firm's Credentials
 - Part 3: Technical Proposal and
 - Part 4: Financial Proposal
- 5.5 The proposal must be submitted in a hard bound form (hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) with all pages number serially, along with an index of submissions. Spiral bound form, loose form etc. will not be accepted. **All figures quoted in the financial proposal should be covered with a transparent adhesive tape.**
- 5.6 Your completed proposal must be delivered at the Submission address mentioned in the Data Sheet on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

6. OPENING OF THE BID

General

- 6.1 A single stage four packet system has been adopted for tendering:
- 6.1.1 First of all, the outer envelope containing the complete proposals (Part-1, part-2, Part-3 & Part-4) shall be opened at the scheduled date, time and place as indicated in IFB by the DFCC's representatives in the presence of Bidder's representatives, who chose to attend.
- 6.1.2 Subsequently, all the envelopes containing Part-1 i.e., the packet containing Bid Security and the cost of Bid Document shall be opened one at a time and the following read out and recorded;

- a) Name of Bidder.
- b) Presence of Bid Security and cost of Bidding Document,
- c) Or, any other details as the client may consider appropriate.

6.1.3 The Client shall prepare a record of the opening of envelope-1 containing Bid Security and cost of bidding document and that shall include the name of the Bidder and the presence or absence of Bid Security and cost of bidding document.

6.1.4 The Bidder's representative, who is present shall be requested to sign the record. The omission of Bidder's signature on the record shall not invalidate the contents and effect of the record.

PROPOSAL EVALUATION

7.1 Evaluation committee appointed by DFCC shall go through the records of opening to check the presence or absence of Bid Security and the cost of bidding document along with the proposal. Any bid not accompanied with their Bid Security shall be summarily rejected and the proposal of such bidders shall be considered non responsive and their packets containing Firm's Credentials, Technical Proposals and Financial Proposals shall be returned unopened.

7.2 Subsequently, the evaluation Committee shall open the Packet-2 containing the Firm's Credentials and carry out its evaluation applying the eligibility criteria, evaluation criteria and point system as specified in the Data Sheet. The firms must secure at least 75 points for qualifying the next stage.

For the firms who fail to secure 75 points, their bid will be considered as non responsive for the subject work and their Technical and Financial proposals will be returned unopened.

Evaluation of Technical Proposal

7.3 The Evaluation Committee shall thereafter open the Packet-3 containing the Technical Proposal and carry out evaluation of the technical proposal of those firms whose bid has been found responsive in satisfying the Firm's Credentials Criteria. The evaluation criteria and the point system for evaluation of technical proposal is given in para 5.2 of Data Sheet.

7.3.1 The technical proposal of the bidders will be evaluated based on the information submitted by them. However, DFCC reserves the right to seek clarification from the bidders, if the evaluation committee considers it necessary for proper evaluation of the proposal. The clarification will be sought through fax / e-mail and the bidder will be required to submit clarification in the stipulated time period. The clarification received within stipulated time period will be taken into consideration for evaluation of the technical proposal.

Public Opening of Financial Proposal

- 7.4 On completion of evaluation of technical proposal, the client shall notify all the Consultants whose Bid has been found responsive in satisfying the Firm's Credentials the date, time and place of opening of their Financial Proposal. The Financial Proposal shall be opened in the presence of Bidder's representatives, who chose to attend at the place, date and time specified by the client. The Bidder's representatives who are present are requested to sign the register evidencing their attendance.
- 7.4.1 All envelopes containing financial proposal shall be opened one at a time and the following read out and recorded;
- i) Name of the Bidder;
 - ii) The Bidder's overall price as quoted in Fin-1;
 - iii) Or, any other detail as the client may consider appropriate

7.5 Evaluation of Financial proposal

- 7.5.1 The lowest Financial Proposal net of taxes (F_m) will be given a financial Score (F_m) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as follows: $S_f = 100 \times F_m / F$ (F is the amount of Financial Proposal).
- 7.5.2 The evaluation committee will correct any computational error required if any, in the proposal submitted by the Consultants. While correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Overall Evaluation

- 7.6 Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weightages, (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet at para 5.3 & 5.4 of Data Sheet;

The combined score (S) = $S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined score (S) will be invited for negotiations.

8. NEGOTIATIONS

- 8.1 The highest scorer may be called for negotiation if required. The aim of negotiations is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

- 8.2 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 8.3 Unless there are exceptional reasons, the negotiation will involve neither the remuneration rate for staff nor the other proposed unit rate. The negotiation might cover the following aspects:-
- a) Replacement of key personnel not considered upto the standard by DFCC for the job proposed;
 - b) Complete agreement on the terms of reference and the proposed contract;
 - c) Any other issue considered by the evaluation committee to be important for concluding contract agreement;
 - d) If, negotiation fails, the client will invite the Consultant whose proposal received the second highest combined score to negotiate a contract and conclude the agreement.

9. AWARD OF CONTRACT

- 9.1 The DFCC will issue a letter of award to the successful Consultant after the negotiations have been completed and all terms and conditions have been settled between client and the successful Consultant.
- 9.2 Within 15 days from the date of issue of the letter of award, the successful Consultant will be required to (i) execute the Contract Agreement for Consultancy Services as per General Conditions of Contract for Consultancy Services (**section 7**) and as amended and supplemented by Special Conditions of Contract (**section 7**) and (ii) furnish Performance Guarantee as per **para 5.12.1** of Special Conditions of Contract. However, after signing of the Contract, the Client may return the unopened Financial Proposals to the unsuccessful Consultants.
- 9.3 The successful firm / consultant with whom the contract is signed shall commence the assignment within 15 days from the date of issue of acceptance letter.

10. CONFIDENTIALITY

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

DATA SHEET

Clause

Reference (Instructions to Consultant)

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

The method of selection is : Quality and Cost-Based Selection (QCBS).

1.2 The name, objectives and description of the Assignment are:

Project Management Consultancy services to facilitate **Construction of formation including blanketing, Major Bridges, Minor Bridges, RUBs, ROBs, Supply and Spreading of Ballast and other related infrastructural works for Dedicated Freight Corridor from Chainage 14.108 Km (Near New Karwandiya) to Chainage 119.437 Km (Near New Ganj Khawaja) (Approx. 105 KMs) on Mughalsarai-Sone Nagar Section of Eastern Corridor in the states of Bihar and Uttar Pradesh in India. ('0.00' Chainage starts at Km 550.245 near Sonenagar of IR track).**

Detailed description of the services:

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

Main objectives:

The main objective of the assignment is to provide Project Management Consultancy services to achieve high quality construction ensuring works to be carried out in full compliance of design, specifications and other stipulations of the Design & Build contract documents (conforming all codes and manuals mentioned therein and in practice of Indian Railways as suggested by the client) within the specified time.

1.3 The Client will provide the following inputs:

(i) The details of the Design & Build Contract, its scope of work and all other features can be seen at DFCC website www.dfcc.in or in the Corporate Office of DFCCIL New Delhi.

1.4 The clauses on fraud and corruption in the contract are given in relevant paras of GCC.

1.5 Proposals must remain valid up to 120 days after the submission date.

2. Clarification may be requested by the stipulated date and from the placed as detailed in IFB.

3.1 Proposals should be submitted in the following language(s): **English.**

- 3.2 All the personnel shall have working knowledge of English and all the reports etc shall be written in English
- 3.3 DFCC shall reimburse only service tax that was payable under applicable law. It is responsibility of consultant to ascertain whether service tax is payable and if payable then upto what extent. Consultant has to assess all other Taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be provided separately.
- 3.4 The Consultants to state local costs in Indian Rupees (INR).
- 4.1 The following must be written on the outer envelope
Project Management Consultancy services to facilitate **Construction of formation including blanketing, Major Bridges, Minor Bridges, RUBs, ROBs, Supply and Spreading of Ballast and other related infrastructural works for Dedicated Freight Corridor from Chainage 14.108 Km (Near New Karwandiya) to Chainage 119.437 Km (Near New Ganj Khawaja) (Approx. 105 KMs) on Mughalsarai-Sone Nagar Section of Eastern Corridor in the states of Bihar and Uttar Pradesh in India. ('0.00' Chainage starts at Km 550.245 near Sonenagar of IR track).**
- 4.2 The proposal submission address as detailed in IFB.

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

- 5.1 **A) Eligibility Criteria for sole applicant firm or lead partner in JV**
A(i) Eligibility Criteria for sole applicant firm or lead partner in JV The sole applicant firm or lead partner in case of JV shall have to satisfy the following three conditions-
- a) Experience of the firm in the preparation of DPR of Major Railway Projects / Highway Projects (in India or equivalent abroad): The firm should have experience of preparation of detailed project report during the last 7 years i.e, 2001-02 to 2008-09 and upto the date of opening of either**
- Minimum - 40 KM of double track railway line / four laning highway projects**
- Desirable - 50 KM of double track railway line / four laning highway projects**
- Or**
- Minimum - 80 KM of Single track railway line / two laning highway projects**
- Desirable -100 KM of Single track railway line / two laning highway projects**

- b) **Experience of the firm in Design / Design Review of Bridges on major Railway and Highway projects during the last 7 years i.e, 2001-02 to 2008-09 and upto date of opening of either**

Minimum: Design Review for Major (20 Nos.)/ Important Bridges (2 Nos.) / ROBs (10 Nos.)

Desirable: It would be desirable to have experience of Design Review of Major / Important Railway Bridges involving PSC Girders / Steel Girders.

- c) **Experience of the firm in Construction Supervision / Independent Consultancy of Major Railway Projects / Highway Projects (in India or equivalent abroad): The firms should have rendered the project management consultancy services for at least one project during the last 7 years i.e, 2001-02 to 2008-09 and upto date of opening of either**

Minimum: 40 KM of double track railway line / four laning highway project

Desirable: It would be desirable to have experience of Design Review for Railway Bridges

Or

Minimum: 80 KM of single track railway line / two laning highway project

Desirable: It would be desirable to have experience of Design Review for Railway Bridges

The projects should have been completed within this period irrespective of date of start.

Note:

i) **Major Bridge** : **Bridge having total waterway of 18 lineal meters or more or which has a clear opening of 12 lineal meters or more in any one span.**

ii) **Important Bridge** : **Bridge having total waterway of 300 lineal meter or 1000 sq. meters or more.**

d) **Annual Turnover:-** Contractual Payments from consultancy services received by the bidder firms should be minimum of Rs. 18 Crore and desirable Rs.25 Crore during the last 03 (Three) financial years including current year i.e. 2005-06 to 2008-09 up to date of opening.

A(ii) Eligibility Criteria for partner in JV In case of JV, the lead partner must fulfill the requirements as in para A(i) and other JV partner should have

- a) Experience of the firm in the preparation of DPR of Major Railway Projects / Highway Projects:** The firm should have minimum experience of preparation of Detailed Project Report of at least 50% of the criteria detailed in Para 5.1 A(i) (a) above.
- b) Experience of the firm in Design Review of Bridges on major Railway and Highway projects:** The firm should have minimum experience of Design Review of Bridges on Major Railway and Highway Projects of at least 50% of the criteria detailed in para 5.1 A (i) (b) above.
- c) Experience of the firm in Construction Supervision/Independent Consultancy of Major Railway Projects / Highway Projects :** The firm should have minimum experience of Construction Supervision / Independent Consultancy of at least 50% of the criteria detailed in Para 5.1 A(i) (c) above.

Note: i) The amount shall be stated in INR.

ii) The application with amount stated in currencies other than INR shall be treated as non responsive.

B) Point system for Evaluation of Firm's Credentials:

Sl. No	Description	Points
(1)	(2)	(3)
1	Average annual turnover (last three years)	20
2	Experience of the firm in DPR preparation of Major Railways/Highways Projects during last 7 years as detailed in para 5.1 A (i) (a)	15
3	Experience of the firm in Design Review of Bridges on major Railway and Highway projects during last 7 years as detailed in para 5.1 A (i) (b)	15
4	Experience of the firm in Construction Supervision / Independent Consultancy of Major Railway Projects / Highway Projects (in India or equivalent abroad): The firms should have rendered the project management consultancy services for at least one project during the last 7 years as detailed in para 5.1 A (i) (c)	50
	Total	100

Note:

- i) 80% points shown in column (3) will be allotted to the firm / JV having minimum required eligibility criteria.
- ii) 100% points shown in column (3) will be allotted to the firm / JV having desirable required eligibility criteria.
- iii) The firm should score at least 75 points for qualifying the next stage.

5.2. Evaluation criteria and point system for evaluation of Technical Proposals

- i) The number of points assigned to each of the evaluation criteria are

Sl. No	Description	Points
1	Specific Experience of the firm related to the assignment.	20
2	Adequacy of the proposed work plan and methodology in response to the ToR.	05
3	Qualifications and competence of the key staff for the assignment.	75
	Total	100

- (a) Sub Criteria for Specific Experience of the firm related to the assignment

Sl. No	Description	Points
(1)	(2)	(3)
1	Experience of the firm in Construction Supervision / Independent Consultancy of Major Railway Projects / Highway Projects (in India or equivalent abroad): The firms should have rendered the project management consultancy services for at least one project during the last 7 years as detailed in para 5.1 A (i) (c)	12
2	Experience of the firm in DPR preparation of Major Railways/Highways Projects during last 7 years as detailed in para 5.1 A (i) (a)	04
3	Experience of the firm in Design Review of Bridges on major Railway and Highway projects during last 7 years as detailed in para 5.1 A (i) (b)	04
	Total	20

Note:

- i) **80% points shown in column (3) will be allotted to the firm / JV having minimum required eligibility criteria.**
- ii) **100% points shown in column (3) will be allotted to the firm / JV having desirable required eligibility criteria.**
- (b) Sub Criteria for adequacy of the proposed work plan and methodology in response to the ToR

Sl. No	Description	Points
1	Comments/Suggestion on TOR	1
2	Quality of Approach and Methodology	3
3	Work Programme and Manning Schedule	1
	Total	5

- (c) Sub criteria for Qualifications and competence of the key staff for the Assignment The weightage for various key personnel are as under:-

Key Personnel	Points
Team Leader	20
Resident Engineer	10
Contract Specialist	10
Material Engineer	10
Senior Bridge Design Engineer	10
Senior Bridge Engineer	10
Environmental Specialist	5
Total	75

The sub-criteria of qualifications of key staff is further assigned different percent weightages as under:-

Sl. No	Description	Percentages (%)
1	Educational Qualification	25
2	Adequacy for the Assignment	70
3	Period of regular employment with the firm	5
	Total	100

5.3 The formula for determining the financial scores is:

$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F is the price of the proposal under consideration.

5.4 The weights given to the technical and Financial Proposals are:

Weightage given to Technical Proposal (T %) = 80 % and

Weightage given to Financial Proposal (P %) = 20 %

6.1 The address for negotiation is:

**General Manager/ Engg-III,
Dedicated Freight Corridor Corporation of India Ltd.
(A Government of India Enterprise)
6th Floor, Palika Bhawan, Section – XIII,
R K Puram, New Delhi – 110 066, INDIA**

6.2 Commencement of Assignment: The firm shall begin carrying out the services within 15 days after the effective date of the contract.

SECTION 3: FIRM'S CREDENTIALS STANDARD FORMS

The proposal should contain the following information in enclosed format attached at Form FC-1.

- (i) Year of Establishment of Firm
- (ii) Average annual turnover (last three years) including current year upto date of submission of proposal.
- (iii) Number of Key personnel with the firm
- (iv) Experience of the firm in DPR preparation of Major Railways/Highways Projects during last 7 years giving details in consonance with the para 5.1 (A) (i) (a)
- (v) Experience of the firm in Design Review of Bridges on Major Railway and Highway Projects during last 7 years giving details in consonance with the para 5.1 (A) (i) (b)
- (vi) Experience of the firm in Construction Supervision / Independent Consultancy of Major Railway projects/Highway projects during the last 7 years giving details in consonance with the para 5.1 (A) (i) (c)

Note: The Firm shall submit Certificate of Incorporation and audited balance sheet for the last three years (FY 2005-06, FY 2006-07 and FY 2007-2008, including current year upto the date of opening). For claiming experience of Railway/Highway/Infrastructure projects completion certificate from Employer (Government Organisation / PSU/ Public Limited Company) should be enclosed.

FIRM'S CREDENTIALS

(to be filled by each of the constituent firm in case of JV)

1. Name of the packages to be applied for:-

2. Year of establishment of firm.

Consultant	Year of Establishment	Country	Type of Organization Consultant			
			Individual	Partnership	Corporation	Other
Sole or Lead Partner in case of JV						
Other Partner of JV						

3. Office/Business Address/Telephone nos./Cable Address.

4. Consulting firms former name and year of establishment.

5. Narrative description of firms (Use other sheet, if necessary)

6. Name of, not more than two (2) principals who may be contacted with title and telephone number /fax number.

7. Number of key Personnel in the Organisation.

Discipline	Number

8. Financial Statement of the last three years.

Sl. No.	Particulars	2005-06	2006-07	2007-2008	2008-09 (upto the date of opening)
i	Annual turnover from Consulting business				
ii	Total Assets				
iii	Current Assets				
iv	Total Liabilities				
v	Current Liabilities				
vi	Net Worth				
vii	Working Capital				
viii	Net Profit.				

Note:

- i) The amount shall be stated in INR.
- ii) The currency conversion rate for the respective years shall be mentioned for other international currencies.
- iii) **The application with amount stated in currencies other than INR shall be treated as non responsive.**

9. **Railway/Highway/Infrastructure projects handled by the consulting firms during the last seven years** {Only those projects be included, which are supported by the certificate of the Employer (Government Organisation / PSU/ Public Limited Company) mentioning that the consultancy work has been completed satisfactorily or has been substantially completed in case of project supervision works (substantial completion means 80% works in financial value having been executed) satisfactorily. The Experience certificate from the Employer (Government Organisation / PSU/ Public Limited Company) should also indicate the cost of Consultancy fees, whether the firm has executed the Consultancy work as the sole Consultant or in JV with another firm (In the case of which the role of the firm as the lead partner or as a partner of the JV, shall be clearly indicated) and Date of completion if the work has been completed. Financial value of work already completed should also be indicated in case of works which has been substantially completed.

Sl. No	Projects Name/Year	Type of Services Rendered	Length of Projects (kms)	Employer	Duration
1	2	3	4	5	6

10. Supporting Statements to Employer's Certificates may be furnished giving full details of the projects carried out as below:

Name of the Project:

Owner's Name and Address:

Completion (Actual and Estimated):

Description of Project:

Description of Services Provided by the Firm:

I certify that the information in the above forms is true to the best of my knowledge.

**PRESIDENT/MANAGING DIRECTOR OR
AUTHORIZED SIGNATORY#**

SUBSCRIBED AND SWORN to before me this _____ date of

2008 _____ at _____.

Please attach Power of Attorney as described or valid authorisation.

NOTARY PUBLIC

SECTION 4: TECHNICAL PROPOSAL STANDARD FORMS

Technical Proposal submission forms

- Form Tech -1: Firm's References
- Form Tech- 2: Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Client
- Form Tech -3: Description of the Methodology and Work Plan for performing the Assignment
- Form Tech – 4: Team Composition and Task Assignments
- Form Tech – 5: Format of Curriculum Vitae of proposed Professional Staff
- Form Tech – 6: Time Schedule for Professional Personnel
- Form Tech – 7: Activity (Work) Schedule.

FIRM'S REFERENCES

Relevant Services Carried out during Last Seven Years that Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association/consortium was legally contracted.

Assignment / Project Name and Approx. Project Cost		Country:
Location within Country :		Field of Professional Services provided by your Firm:
Name of Client:		No. of Staff:
Address of the Client :		No. of Staff-Months
Start Date of Consultancy (Month/Year)	Completion Date of Consultancy (Month/year)	Total Approx Value of Services provided by the Firm / JV and as individual as a part of JV (in INR)
Name of Associated consultants, if any;		
Name of Senior Staff (Team Leader, Chief Project Manager/Coordinator) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Consultancy Services Provided by Your firm:		

Firm's Name _____

Note: In case of claiming experience of completed projects, completion certificate from the Employer (Government Organisation / PSU/ Public Limited Company) should be enclosed. In case of works which have been substantially completed, certificate issued by Employer should indicate the Financial Value of work already completed in addition to the total cost of the work which should contain above information. In case the completion certificate is not attached with the Bid for a particular experience, it shall not be considered for evaluation.

COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference (Not more than one page)

1

2

3

4

5

.....

On the data, services and facilities to be provided by the Client (Not more than one page)

1

2

3

4

.....

**DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING
THE ASSIGNMENT**

(Not more than 6 pages)

TEAM COMPOSITION AND TASK ASSIGNMENTS**1. Technical /Managerial Staff**

Sl. No.	Name	Position	Task
1			
2			
3			
4			
.....			

2. Support Staff

Sl.No.	Name	Position	Task
1			
2			
3			
.....			

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position _____

Name _____

Date of Birth _____

Personal Address

Telephone No.

Fax No.

Email Address

Nationality

Years with Firm/Entity _____

Membership of Professional Societies _____

Education

(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, degrees obtained. Use about one quarter of a page)

Key Qualifications:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page).

Languages

Employment Record

(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, source of funding (World Bank, ADB, JBIC, UN etc.) for the projects handled, types of activities performed and client reference, where appropriate.)

Languages :

(For each language indicate proficiency – excellent, good fair or poor, in speaking reading and writing)

Undertaking :

I, the undersigned certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience. *Further I certify that I am available for the assignment and shall be willing to work for DFCC for the entire duration of the position. I have also not left any DFCC project(completed/ongoing) with out its approval and have not been debarred by DFCC in past.*

(Signature of staff member and Authorized Representative of the Firm) Date: _____
(Day/Month/Year)

Full name of staff member: _____

Full name of authorized representative: _____

Note

- a) Photocopy of degree certificates duly signed by the personnel in blue ink to be enclosed with proposal.
- b) Personnel is to affix his recent photograph on first page of CV.
- c) Document for proof of age is to be enclosed.
- d) Document for proof of qualification is to be enclosed.
- e) Age of the personnel should not be more than 65 years except for some key professionals for which upper age has been specified in the RFP document.

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL.

A. Activity Schedule

S. No	Name	Position	Monthwise Program (in form of Bar Chart) <i>[1st, 2nd, etc. are months from the start of assignment]</i>												Number of Months
			1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	9 th	10 th	11 th	12th and subsequent years	
1															1 Subtotal (1)
2															2 Subtotal (2)
3															3 Subtotal (3)
4															4 Subtotal (4)
-															
-															

Signature.....
 (Authorised Representative)
 Full Name.....
 Title.....
 Address.....

ACTIVITY (WORK) SCHEDULE

A. (Activity Schedule)

S. No	Item of Activity(work)	Monthwise Program (in form of Bar Chart) <i>[1st, 2nd, etc. are months from the start of assignment]</i>											
		1s t	2n d	3r d	4t h	5t h	6t h	7t h	8t h	9th	10 th	11 th	12th
1													
2													
3													
4													
-													
-													

B. Submission of Reports

Sl. No.	Reports	Frequency
1	Monthly Progress report	Every month By 5th of following Month (5 copies)
2	2 Quarterly Progress Report	Every Quarter By 10th day of April, July, October and January (5 copies)
3	Supervision Manual	At commencement of the assignment (5 copies)
4	Training Report	At time of commencement and completion of each training (5 copies)
5	Sectional Completion Report	On completion of each section of the Construction package (5 copies)
6	O & M Manual	On completion of each section of the construction package (5 copies)
7	7 Final Completion Report & CD	On completion of the Package (10 copies)

SECTION 5: FINANCIAL PROPOSAL STANDARD FORMS

Form FIN-1: Summary of costs

Form FIN-2: Breakup of local currency costs

Form FIN-3: Breakup of foreign currency costs

SUMMARY OF COSTS IN INDIAN RUPEES (INR)

No.	Description	Amount (in INR)
Local Consultants		
I	Remuneration for Local Professional Staff	
II	Administrative Support Staff	
III	Transportation	
IV	Duty Travel to Site	
V	Office Rent	
VI	Office supplies, Utilities and communication	
VII	Office Furniture and Equipment	
VIII	Reports and Document Printing	
IX	Survey Equipment	
X	Laboratory Equipment	
	Sub Total Local Consultants	
Foreign Consultants		
F-I	Remuneration for Expatriate Staff	
F-II	Mobilization and Demobilisation	
F-III	Accommodation for Consultants' Staff	
F-IV	Training Cost	
F-V	Other Costs	
	Sub Total Foreign Consultants	
Total Cost Net of Tax (Local & Foreign Consultants)		
	Tax payable in India on fees for technical services provided by foreign consultants, including duties on equipment imported	
	Consultancy Services Tax payable in India	
	TOTAL COSTS (Including Tax)	

Note: The above cost will be considered as the maximum value of the Consultancy, but payment will be made on actual deployment of the Professionals. It is therefore, impressed that all the above items must be filled up so as to indicate clearly the Firm's estimate against each of them.

BREAKUP OF LOCAL CURRENCY COSTS

REMUNERATION FOR LOCAL STAFF

S. No.	Position	Man Month	Billing Rate	Amount
Key Professional Staff :				
1	Team Leader (1 No.)	42		
2	Resident Engineer (2 Nos.)	72		
3	Contract Specialist (1 No.)	36		
4	Material Engineer (2 Nos.)	54		
5	Senior Bridge Design Engineer (1 No.)	12		
6	Senior Structural Design Engineer	6		
7	Senior Bridge Engineer (2 Nos.)	54		
8	Environmental Specialist	36		
	Sub total			
Sub-Professional staff :				
1	CADD Expert (1 No)	36		
2	Quantity Surveyor (2 No.)	72		
3	Survey Engineer (2 No.)	54		
	Sub total			
Field Support Staff :				
1	Field Engineers (Railbed) (11 Nos.)	396		
2	Field Engineers (Bridges) (22Nos.)	480		

3	Surveyor (4 No.)	144		
4	Quality Control Engineer (4 No.)	144		
5	Lab Technician (4 No.)	144		
6	Quantity Surveyor (2 No.)	72		
	Sub Total			
Optional Staff				
1	S & T Staff	4		
2	Electrical staff	4		
3	Architect	4		
	Sub Total			
	Total			

Note: DFCC looks forward experienced and expert professionals of firms whose job is primarily needed in the corporate office such as the professionals like Contract Specialist, Sr. Bridge Design Engineer, Sr. Structural Design Engineer, CAD Expert and Architect.

For others, who are required for majority of the consultancy period to move frequently in the field, maximum age bar of 65 years on the date of opening of the tender is kept for.

For expatriate staff, the personnel and other details should be mentioned in the corresponding sheet under costs in foreign currency.

II. Administrative Support Staff

No.	Position	Man Month	Billing Rate	Amount
1				
2				
.....				
		Total		

Note: It does not include Clerks and Peons.

III. Transportation (Rental only) (fixed cost)

The vehicles provided by the Consultants shall include the cost for rental, drivers, operation, maintenance, repairs, insurance, etc.

S.No.	Description	Quantity	No. of months	Rate per month	Amount
	Total				

IV. Duty Travel to Site (Fixed Cost)

S.No.	Description of Trip	No. of round trips	Fare per round trip	Amount
	TOTAL			

V. Office Rent - Fixed cost (Rental only)

The rent cost includes maintenance, cleaning, repairs, etc.

.....

Total _____

VI. Office Supplies, Utilities and Communication (Fixed cost)

No.	Item	Months	Monthly Rate	Amount
1	Office Supplies			
2	Drafting Supplies			
3	Computer Running Costs and software compatible with that of civil work			

4	Domestic and International Communication			
	Total			

VII Office Furniture and Equipment (Fixed cost Rental)

Description	No. of months	Monthly rate	Amount (Rs.)
Office Furniture*			
Office Equipment**			
Total			

* Office furniture rental shall comprise to run the consultant's office items like desks, chairs, computer table, cupboards, filing cabinet, meeting table with chairs, white boards, sofa set etc. Rental of all consolidated items as assessed by consultant on monthly basis rate to be quoted.

** Office equipments rental shall comprise to run consultant's office items includes plotter, laser printer, photo copy machine, external CD writer, lap top, camera, SLR, generator, refrigerator etc. Rentals of all consolidated items on monthly basis to be quoted.

VIII Reports and Document Printing

S.No.	Description	No. of volumes	No. of copies per volume	Amount
1	Monthly Progress Report	36	4	
2	Quarterly Progress Report	12	4	
3	Supervision Manual	1	4	
4	Training Report	1	4	
5	Sectional Completion Report	1	4	
6	O & M Manual	1	4	
7	Final Completion Report with CD	1	5	
	Total			

BREAKUP OF COSTS FOR FOREIGN PERSONNEL

No.	Description	Amount in INR
1	Remuneration for Expatriate Staff	
2	Mobilisation and Demobilisation 1 International Airfares 2. Inland travel in Home Country 3, Inland Travel in Overseas Country 4. Excess Luggage Allowance 5. Unaccompanied Luggage Allowance 6. Relocation/Storage Allowance 7. Miscellaneous Travel Expense 8. Temporary Mobilisation/demobilization 9. Establishment 10. Exit charges	
3	Accommodation of Consultant's Expatriate Staff	
4	Other costs	
5	Cost of Training (Reimbursable)	
	TOTAL COSTS	

I Remuneration to Expatriate Staff

S.No.	Position	Name	Man Month	Billing Rate	Amount

II Mobilization and Demobilization

1. International Airfares (Reimbursable)
(Economy Class)

Position	Round trips	Dependents
----------	-------------	------------

Total:

Total costs for round trips home office to site at cost per person per round trip conform to the official IATA economy class fares

2. Inland Travel in Home Country (Fixed Rate) Total cost for travel between consultants' Head office and airport ____x____
 3. Inland Travel in Overseas Country (Fixed Rate) local cost for travel from the airport to hotel ____x____x____ - ____
 4. Excess Luggage Allowance (Reimbursable) At cost per person per single trip to conform to the Official IATA rates ____x____ kg. x____
 5. Unaccompanied Luggage Allowance (Fixed Rate) At cost per family per round trip __x__ kg x____
 6. Relocation/Storage Allowance (Fixed Rate) For long term staff with an assignment of more than 12 months - family (ies) x____
 7. Travel Documents and Miscellaneous Costs (Fixed Rate) Travel documents, visa, health certificates, etc. (a) Short term staff, first trip
____x____
 - (b) Short term staff subsequent trips ____x____
 - (c) Long term staff first trip - Family (ies) x____
 - (d) Long term staff subsequent trip - Family (ies) x____
 - Total _____
 8. Temporary Lodging during Mobilization/Demobilization (Reimbursable)
____Family x____ day(s) x____
 9. Establishment allowance (Fixed Rate) Expenses for legal documents in country extension Of permits, work permits, etc.
 - (a) For short term staff assignments less than 6 months
____x____
 - (b) Long term staff ____person(s) x____ trip (s)_____
- Total:** _____

10. Exit Charges (Reimbursable)

Allow for expatriate staff with assignments of More than 6 months _____ per exit at cost ____person(s) x____trip(s) _____

2. Accommodation for Consultants' Expatriate Staff (Fixed Rate)

1. Per Diem allowance Short Term Staff

Total____ staff months of _____ days is____ days Reimbursement of the cost will be on actual day basis. ____days x _____

2. Housing of Long Term Expatriate Staff (Fixed Rate)

Housing including furniture, costs for utilities and maintenance has to be Arranged for 1 family ____months x _____

3. Other Costs (Reimbursable)

Purchase of documents Budget for purchase of documents, books, maps Software, International standards etc. to be

Reimbursed at cost. Allow as ceiling amount _____

4. Cost of Training (Reimbursable) _____

TOTAL _____

**SECTION 6
TERMS OF REFERENCE
(TOR)**

SECTION 6

BACKGROUND INFORMATION AND TERMS OF REFERENCE

1. BACKGROUND

- 1.1 These Terms of Reference (TOR) define the services required from the Consultants to be engaged to assist Dedicated Freight Corridor Corporation of India Limited (DFCCIL) in implementation of the project.
- 1.2 The project is located in the States of Uttar Pradesh and Bihar. The project comprises **Project Management Consultancy Services to facilitate** Construction of formation including blanketing, Major Bridges, Minor Bridges, RUBs, ROBs, Supply and Spreading of Ballast and other related infrastructural works for Dedicated Freight Corridor from Chainage 14.108 Km (Near New Karwandiya) to Chainage 119.437 Km (Near New Ganj Khawaja) (Approx. 105 KMs) on Mughalsarai-Sone Nagar Section of Eastern Corridor in the states of Bihar and Uttar Pradesh in India. ('0.00' Chainage starts at Km 550.245 near Sonenagar of IR track).
- 1.3 The Contract for Construction work will be procured under National Competitive Bidding on Design & Build lump sum basis. The details of the Design & Build Contract, its scope of work and all other features can be seen at DFCC website www.dfcc.in or in the Corporate Office of DFCCIL New Delhi.

Engineering Features of Construction Works for the guidance of Consultant is as under:-

SN	Description	Details
1	Route Length	105.0 Km (app.)
	(i) Double Line	
	Parallel Length Detour length	73 Km 32 Km
2	Gradient	
	Ruling Gradient	1:200 (compensated)
	Steepest Gradient in yards	1:1200, 1:400 in exceptional cases with approval of DFCC
3	Formation	
	Bank width for Double line	14.5 m
	Slope Embankment	2:1 (H:V) (minimum)
	Cutting width for Double line	19.9 m
	Slope of Cutting (ordinary soil)	1:1 (H;V)
	Blanketing thickness	0.60 metres (minimum)
4	Ballast	6 Lakh cum
5	Curves	
	Maximum degree of curvature	2.5 Degree (700 mt Radius)
	Curve Compensation	@ 0.04% per degree of curvature

6	Moving Dimensions	
	Vertical MMD	5.1 mt
7	Track Centres	
	Between two tracks of DFC	6 m (minimum)
	Between Existing track and DFC	(As given in the L section as a part of tender document)
8	Bridges	
	Standard of loading	Axle Load = 32.5 tonne Trailing Load = 12 tonne per mtr Tractive effort = 110 tonne for single loco & 180 tonne for double and triple loco Braking force for loco = 20 % of loco weight Braking force for wagon = 13.4 % of axle load
	No. of Major bridges	23
	No. of minor bridges	182
9	Road Crossings	
	Total nos. of Level Crossings	33
	Total number of Road Under Bridges (New)	28
	Total nos. of Road Over Bridge (New)	Nil
	Total nos. of Road Over Bridges (to be Rebuilt)	1 (Near Sasaram)
	Modification of existing ROB	1 (Near Bhabhua Road)
	Total nos. of Road Under Bridges (Extension)	Nil

1.4. It is proposed to engage highly qualified Consultants with proven relevant experience in implementing the projects of similar nature and size, for the supervision of proposed Construction Works. The proposed construction technology involves use of latest machinery and equipment and it is expected that the Consultants shall engage experts who have proven National/International experience of handling such construction works.

1.5 The Dedicated Freight Corridor Corporation of India Limited (DFCCIL) will be the Employer and Executing Agency of this project.

1.6 Keeping in view the construction duration period of 36 months, it is felt that more concerted efforts will be required to be made either at one front/stream by deploying more machinery and manpower including increasing the number of shifts etc or alternatively by opening more than one frontage simultaneously in order to complete the project within the stipulated periods. These details are furnished to acquaint the prospective Supervision Consultants to

understand the quantum of supervision work involved. The Consultants are expected to reflect the above requirement in their technical and financial proposal adequately besides dealing the project management aspect in their proposed methodology. **Broadly the supervision construction work programme shall require working as per requirement of Construction work.**

2. PROPOSED CONSULTANCY ARRANGEMENT

- 2.1 Under the proposed arrangement each supervision consultant will be required to create office, located at a suitable place as decided by DFCC. The office will have key personnel/experts performing advisory, supervision and regulatory functions. A set of experts along with the Field Engineers will be deployed on construction work, to carry out the day-to-day supervision of works as well as quality control testing etc. as may be required. Some of the experts will have relatively short duration stay, because of their work being more of expert advisory nature broadly as per details given in Annex-I.
- 2.2 The length of the proposed construction project is relatively large in terms of more number of structures, particularly Bridges. As such for better and effective supervision, the Consultant may associate, if they like, with other consultants/sub-consultants to enhance their capability/capacities. They may even hire the services of a better-qualified and experienced key expert (like Railway Engineering Expert, Resident Engineer, Bridge Engineer, Contract Specialist) from outside (ensuring their availability for the project duration) to enhance the quality of the team, if such experts are not readily available with them. The majority of the experts should, however, be permanent employees of the Consultants. The co-ordination aspects including the payment arrangement between main and sub-consultants will be required to be firmed up before the award of supervision consultancy services to avoid problems during implementation stage. **The responsibility for the supervision works for the construction works will, however, firmly rest with the main consultant.** It is not obligatory for the main consultant to have any association.

3. OBJECTIVES

The objectives of the consultants' services are:

- i) To ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the employer's requirements as detailed in the Design & Build Contract document, technical specifications and other contract documents within the stipulated time period.
- ii) To demonstrate the efficacy of contract supervision by independent external agencies experienced in this field of work.

4. CONTRACT MANAGEMENT FRAMEWORK

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

- (i) To administer the contracts, the DFCCIL will be the Employer. The General Manager/Engg.III, will be the overall in-charge of the Package. He will be duly supported by Dy. General Manager / Manager with other supporting staff including Finance and Accounts people at the corporate/field office. The Civil construction package will have a Project Implementation Unit (PIU) headed by the Chief Project Manager (CPM/ALD) duly supported by Addl. General Manager (AGM)/ DGM/ Manager rank officers from Engineering and Accounts. The PIU will interact with the Supervision Consultants and Contractors of the construction package and shall be reporting to the General Manager Engg.III at the Head Office. The payments for the consultancy works shall be released by CPM/ALD office.
- (ii) The Chief Project Manager will have authority to give directions to the Supervision Consultant in all routine matters related to the contract management/administration which will include among other things application of correctives for any laxity in respect of slow progress and poor quality level of execution, examination of the cases of variation orders including variations in quantities and additional work items recommended by Supervision Consultants. The Supervision Consultants shall duly consider his suggestions/directions and in case of any differences both the Supervision Consultants and Chief Project Managers shall send their independent point of view to the DFCCIL, Head Office for decision making.

The decision of the Competent Authority in DFCCIL Head Quarter Office will be finally implemented. In case of variation orders or any other issue having financial implications, the CPM/ALD will send his comments along with the view/recommendations of the Supervision Consultants for management decisions at DFCCIL headquarter. The Chief Project Manager will examine invoices of both the consultants and contractors and make the eligible payments. Both the Chief Project Manager and Supervision Consultants shall interact with each other on regular basis and Chief Project Manager will make prompt decisions as required in routine technical and contractual matters. All communications/ directions at CPM level to the Supervision Consultants shall be made by Chief Project Managers except in the absence of Chief Project Manager, when such duties will be discharged by a technical officer of CPM like AGM/DGM/Manager duly authorized for this purpose.

- (iii) The Project Management Consultant will be a part of the Contract Management Framework and will assist the Employer in all matters pertaining to contract management, as required.
- (iv) The client/employer or his representative may inspect and review the progress of works and may issue appropriate directions to the Engineer for taking necessary action. The client /employer or his representative may also test check the quality and quantity of the materials brought to the site for

incorporating in the permanent works and may also test check the quantity, quality and workmanship of the work executed in the presence of the representatives of the Engineer and the Contractor. Chief Project Manager himself or through his designated officer will associate with the Team Leader of the Supervision Consultant in test checking of Quality Control tests as per the extant policy instructions of DFCCIL in vogue.

- (v) The Engineer/Engineer's representative must satisfy himself before submitting a bill (payment certificate) to the Chief Project Manager for payment that the work or supply billed for has actually been carried out/completed in accordance with the terms and conditions of the contract. He should personally inspect all works of any magnitude before authorising final payments in connection therewith.
- (vi) In addition to the above, the team leader of the Supervision Consultant is required to check 10% of the measurements and the Resident Engineer is required to check 20% measurements before any Interim Payment Certificate (IPC) is submitted to CPM.
- (vii) The Chief Project Manager himself or through his designated officer of CPM (or CMU) will carry out random test check of 3% of the measurements, including 3% test checking of all hidden items of the work and all items for which the quantity exceeds more than 25% of the tender quantity, before making payment of any running/final bill. (Hidden item is one, which is not exposed for measurement after completion such as clearing and grubbing, earth work, bridge foundation, foundation works of other structures, granular sub base, bituminous base etc.). The test measurement shall be in the presence of the Team Leader/Resident Engineer or other authorized personnel of the Supervision Consultant, for verifying the veracity of the bills and for checking the quality of the works. In case the check measurement is carried out by the designated officer, the Chief Project Manager will countersign the check measurements.
- (viii) The nominee of Chief Project Manager shall exercise test check at least 5% for centre line levels & 5% cross levels of Original Ground Levels/Reduced Levels recorded by the Supervision Consultant in the Level Book. The test check should be as representative as possible for the entire work done.
- (ix) For the purpose of test check, "measurements" means the "corresponding monetary value of measurements of work done." This, however, does not apply to "levels" in which case the test check has to be based on the number of levels recorded.

5. THE CONSULTANT

- 5.1 DFCCIL in its role as "Employer" will employ qualified consultant selected through open bid, to undertake supervision and contract management of the proposed construction packages. The Consultants' firm so selected shall nominate a person to be the "Engineer's Representative". This person will reside at the project site on a full-time basis throughout the period of the

construction supervision services and will be known as Team Leader. He will be the overall in-charge of the consultants' firm at site and will interact with the Chief Project Manager at the field office, as well as with the General Manager/Engg. at corporate office on routine basis. Team Leader shall discharge all the duties and responsibilities of the 'Engineer's Representative'.

- 5.2 The supervision team will be composed of highly qualified and experienced key experts. The indicative qualification and experience criteria are furnished in **Annex-I** and the proposed aggregate man-months in Para 11 subsequently. The criteria indicated are for the guidance of the consultants. The relevant professional experience means, the actual experience in the concerned area of expertise on similar nature Railway/highway/infrastructure projects. The quality of experience will be given due weightage during technical evaluation.
- 5.3 The consultants are required to develop the proper understanding of the project design and drawings. In situation where it is felt essential to make some changes in the design/drawings, the Consultant shall undertake the same by deploying experts and these experts may be hired by the Employer or through the consultant as per the requirement after mutual negotiation. The provision will cover only those changes in the drawing which have been agreed by the employer. Proof checking of the contractors/manufacturer's designs in the case of **specialized work like, Major Bridges, ROB, FOB, Rail Flyovers and the design of embankment when the height of formation exceeds more than 5 m etc.** will be the responsibility of the Project Management Consultant.
- 5.4 The dates of actual deployment of some experts not provided on full time basis shall be regulated by the employer on the basis of actual project requirement to ensure that these experts are deployed when needed and not otherwise.
- 5.5 The suggestive qualification experience for Sub Professional Staff and Support Staff (Technical) as indicated in Annex –II & Annex – III respectively shall regulate the approval of these personnel during the implementation stage. The approval in respect of these personnel from the client will be required before the deployment.
- 5.6 There are certain positions of key experts like Team Leader, Resident Engineer, Contract Specialist, Material Engineer, Senior Bridge Design Engineer, Senior Structural Design Engineer & Senior Bridge Engineer where deployment of suitable personnel is considered essential for successful completion of the project. These positions are to be considered for the purpose of technical evaluation. Consultants are therefore, advised to field truly competent and experienced experts at these positions.

6. DUTIES AND RESPONSIBILITIES OF THE ENGINEER

- 6.1 The 'Engineer' as mentioned in the contract document of construction work means the consulting firm engaged by the employer.

- 6.2 The Consultant shall nominate its CEO or one of the Directors from the Board of Governors of the Consulting Firm to act as Engineer for the construction supervision contract. The Engineer shall have the ultimate responsibility for the satisfactory discharge of responsibilities under the supervision contract and shall ensure that the Engineer's Representative exercises all reasonable skill, care and diligence and acts fairly under the terms of the construction contract(s). The Engineer shall visit the site(s) at every three months for a period of at least 2 weeks to familiarize himself with the progress and events of the construction contract(s).
- 6.3 The Consultant is, however, required to appoint a Team Leader to act as the "Engineer's Representative". The consultant shall delegate the responsibilities to this Team Leader to work and act on behalf of the firm to carry out most of the functions related to the project. The consultancy firm may have the internal regulatory and controlling arrangement with this Team Leader and for this purpose a Team Leader might interact and receive the directions from the firm as decided by the firm. The employer may also interact with the firm if required.
- 6.4 The duties of the 'Engineer' will be to properly supervise the works and approve the materials and workmanship of the works in cooperation and in consultation with the Employer or employer's representative to ensure timely completion of the project. The Engineer will administer both the construction works contracts and will ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The 'Engineer' shall have no authority to relieve the contractors of any of their duties or obligations under the contracts or to impose additional obligations not included in the contracts. The duties of the Engineer will also include issue of decisions, certificates and orders as specified in details in the construction contract documents.
- 6.5 DFCCIL shall issue to the Project Management Consultants paper and digital copies of the Detailed Project Report(s) ("DPR") prepared by the DFCCIL Consultants. The Consultants shall undertake a review of the DPR(s), including the detailed construction drawings, and compare with the contract for the construction packages for which they are responsible. The review shall identify any defects or omissions that compromise the completeness or consistency of the design or effect the viability, accuracy or implementation of the construction contracts. This review shall be carried out immediately after, the services commence and findings and recommendations for making good any defects or missions identified. Notwithstanding the above, the Project Management Consultant shall immediately inform the Client of any defect or omission, which may have an impact on the Project at the time the defect or omission is uncovered. The Project Management Consultants shall submit four copies of the review report to the Client. Based on the review and amendments agreed by the Client, the Project Management Consultant should prepare modified drawings and associated variation orders. On receipt of the approval of these modified drawings and variation by the client, the consultant should issue these drawings to the construction contractor.

- 6.6 The duties and responsibilities of the Engineer and the Engineer's representative are broadly defined in para 6.1 & 6.4, GCC of Construction Bid Document and Appendix to this Bid. Principal responsibilities will be generally to carry out all the duties of the Engineer as specified in the construction Contract documents, within the limitations specified therein, but not limited to the following. **In case of any disparity, the stipulations made in the Civil Construction Contract documents will prevail in the order of precedence mentioned therein.**
- (i) to evaluate and approve the Contractor's key superintendent personnel, construction mobilization programs, temporary land to be occupied by the Contractor;
 - (ii) to evaluate and approve the contractor's work program including activity scheduling and resource programming;
 - (iii) give the order to commence the work;
 - (iv) ensure that the construction works are in accordance with the technical Specifications, Environmental Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to Contractor's construction equipment and other resource deployment;
 - (v) to approve setting out of the works;
 - (vi) to verify and if necessary, order correction of the as -staked drawings supplied by the Contractor;
 - (vii) ensure a system of Quality Assurance of works, approve materials and sources of materials, review and all concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying / placing methods of concrete, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality, at the commencement of item;
 - (viii) check the laboratory and field tests carried out by the contractor and develop a mechanism in consultation with Employer to involve Team Leader to carry out adequate number of independent tests other than the regular testing done by laboratory personnel;
 - (ix) order special tests of materials and/or completed works, order removal and substitution of improper materials and/or works as required;
 - (x) to make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contact documents;

- (xi) to issue a working drawing or modify the existing *drawing (preferably within one month on request of the contractor)* or to supply a new/supplementary drawing with the approval of employer's representative which is not included in the contract, wherever required and to give instructions thereof in this connection to the contractor;
- (xii) to control and appraise the progress of the works to order suspension of works and to authorize with the Employer's approval, extensions of the period of completion of works;
- (xiii) to monitor and check the day to day quality control and quantity measurements of the works carried out under the Contract, keep all measurement records as per the directions of the Employer and issue monthly/interim payment certificates when the quality of the works is satisfactory and the quantities are correct;
- (xiv) to direct the Contractor in all matters concerning construction safety and care of the works (including the erection of the temporary signs at road-works) and if required, to request the Contractor to provide any necessary lights, guards, fencing and watchmen;
- (xv) to direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property;
- (xvi) to direct the contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations;
- (xvii) to inspect the works, during the construction period and at proper interval during the Defects Liability Period and to issue Defects Liability Certificates after the rectification, by the Contractor, of possible defects and issue final payment certificates;
- (xviii) issue interim certificates for monthly payments to the contractors, and specify completion of parts of the totality of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate;
- (xix) to verify and correct the as-built drawings supplied by the Contractor;
- (xx) to direct contractor to take all necessary steps to maintain the rate of progress of works as per the approved programme of the contractor on monthly basis;
- (xxi) to provide adequate Supervision of Contractor's work carried out in more than one shift thus matching the working hours to be the same as that of the contractor(s);

- (xxii) Shall ensure the full compliance of various provisions of Safety, Health & Environment (SHE) requirement as given in the construction document by making regular checks;
 - (xxiii) Review the deployment of main material and machinery by the contractor and assess their efficacy for timely completion of the work;
 - (xxiv) to ensure timely completion of the project without diluting the quality standards envisaged and be fully accountable to the employer in this regard;
 - (xxv) Provide assistance to the employer in respect of contract implementation, claims and other matters;
 - (xxvi) Advise and assist the employer with respect to arbitration, litigation if so required;
 - (xxvii) Review and ensure continuity of contractor's services in approved Formats;
 - (xxviii) Prepare quarterly cash flow reports for the employer in a format acceptable to the employer. Cash flow should identify budget estimates for all outstanding work;
 - (xxix) Update cost estimate each year or at quarterly completion (25 percent, 50 percent, 75 percent and 100 percent) of the project whichever takes place early;
 - (xxx) Maintain records of all plants, labour and material used in the construction of the works;
- 6.7 The other responsibilities of the Engineer will be to carry out all such duties which are essential for effective implementation of the construction contract as mentioned in but not limited to the following:
- (i) to prepare, in consultation with the Employer, a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction, supervision and administration. The routines and procedures will be in accordance with the requirements.
 - (ii) assist/advise Employer for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule
 - (iii) assist Employer in proper monitoring/progress of works and implementation of project through computer aided project management technique and Management Information System (MIS). Project, Planning and review techniques shall be governed by the Employer's Requirements of the construction document.
 - (iv) to write a day by day project diary which shall record all events pertaining to the admission of the Contract, request from and orders given to the

Contractor, any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works.

- (v) prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report
- (vi) to advise the Employer on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to arbitration.
- (vii) to prepare detailed recommendations to the Employer for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds
- (viii) to assist the Employer in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period
- (ix) prepare a maintenance manual, outline the routines to be adopted for the earthwork, bridges and other works as contained in scope of work of construction document.
- (x) assist the Employer in providing clarifications/explanations to observations made, from time to time, by the Auditor.
- (xi) impart on the job training to Employer's personnel, if associated with the project.
- (xii) assist the Employer in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project.
- (xiii) preparation of revised estimate etc., if required.
- (xiv) modification in design and drawings vide details in para 6.5 above.
- (xv) to carry out any other duties relevant to the project agreed during the negotiations.
- (xvi) Consultant shall review the independent safety Audit and incorporate feasible minor modifications in final drawings.

7. ACTION REQUIRING SPECIFIC APPROVAL OF THE EMPLOYER

7.1 The Engineer will be required to obtain the specific approval of the Employer in the matters as specified in construction Contract Agreement.

7.2 Consultation with the Employer, where required, shall be adequate and visible. In certain specified responsibilities, listed below, the Engineer is

obliged to obtain prior permission and specific approval of the Employer before taking appropriate decisions.

- (a) Issuing notice to commence the work;
- (b) Consenting to subletting any part of the Works;
- (c) Certifying additional cost on account of unforeseen physical obstructions and conditions;
- (d) Determining any extension of Contract time;
- (e) Issuing Interim Payment Certificate;
- (f) Ordering suspension of work;
- (g) Fixing new rates or prices;
- (h) Issuing order for Special Tests not provided in the Contract;
- (i) Issuing changes or additional Specifications;
- (j) Issuing safety certificate to commence the work adjacent to IR track;
- (k) Issuing a variation as indicated below;

- (i) All the works to be executed as per Construction contract document which is design and build lump sum basis contract. No variation shall be admissible in the contract except due to change in Employer's Requirements.
- (ii) Any variation required due to change in Employer's Requirement shall be approved by the Employer. Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer for reasons to be recorded in writing, an emergency occurs affecting the safety of life or of the works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibilities under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with conditions of the contract and shall notify the Contractor only after approval of Employer.

8. INTERIM AND FINAL PAYMENTS

- 8.1 The Supervision Consultant will process interim and final payments to the Contractor. Interim monthly payments shall be based on interim payment certificates processed by the Supervision Consultants following claims filed by the Contractor. The Engineer/Engineer's Representative will be responsible for ensuring that all measurements are taken as per specifications and drawings for the works and are recorded in presence of the representative of contractor and are countersigned by him. All measurements (100%) will be

taken by the Engineer's Works Quantity Surveyors or any senior technical staff. In processing contractual payments, the Team Leader of the Supervision Consultant will certify that they have checked at least 5% of the measurements and quality control tests. The Team Leader shall intimate the details of these test checks to the Chief Project Manager before undertaking them, so that the Chief Project Manager or his nominee could associate, if they wish to do so. The Team Leader or any of his concerned experts shall do the repeat tests or measurements, if directed by the Chief Project Manager or any of his authorised representative. In case of any conflict the Team Leader may do the test recheck in the presence of the Chief Project Manager limited to 2% of total measurement/quality control tests. In the event of such conflict the Employer will release to the contractor 80% of the disputed amount as certified by the Engineer and then instruct the Engineer to respond to the discrepancies within 14 days. Any discrepancy found will be settled in the following interim payment certificates.

9. LIKELY ADDITIONAL SERVICE

9.1 The consultants may be required to carry out the following in the event of the contingencies arising for them on the request of the employer. The additional works shall be done as per the quoted rate of man months as applicable against different key professionals. No financial cost should be provided against them in the present financial proposal. The events are:

- (i) preparation of reports or additional contract documents for consideration of proposals for carrying out additional work;
- (ii) any other specialist services by the Engineer or by other specialists, pertaining to the works contract supervised by the consultant as may be agreed upon.

10. REPORTING REQUIREMENTS

10.1 The consultant will prepare and submit the following reports in hard and soft copies to the Employer on the format prepared by the consultants and as approved by the Employer.

Particulars of the Report	No. of Copies
1) Monthly Progress Reports	4
2) Quarterly Progress reports	4
3) Sectional Completion Reports	4
4) Final Completion Report with CD	5

10.2 MONTHLY REPORTS

The Engineer will, no later than 10th of each month, prepare a brief progress report summarizing the work accomplished by the supervision team for the preceding month. The report will outline any problems encountered

(administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for on-going formation, bridge works and other structures, outlining problems encountered and recommending solutions. The report should record the status of payment of contractors monthly certificates, of all claims for cost or time extensions, and of action required of government and other agencies to permit unconstrained works implementation.

10.3 QUARTERLY PROGRESS REPORTS

The Engineer will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by either the Engineer or the Employer because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize (i) the activities of the Engineer (ii) the progress of the Contracts (iii) all contract variations and change orders (iv) the status of Contractor's claims, if any; etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress on approved formats, financial status of the contracts as a whole consisting the cost incurred, and cost forecast, as well as financial plan and other relevant information for the ongoing contracts. The Construction Supervision Consultant shall also prepare and submit the following reports (hard & soft copies) from time to time to the client.

S.No.	Description	Number	Copies
1	Supervision Manual	1	4
2	Training Report	1	4
3	O&M Manual	1	4

10.4 SECTIONAL AND FINAL COMPLETION REPORTS

The Engineer will prepare a comprehensive final Completion Report for each defined section of the construction contract, after such sections reaches a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over of such sections by the Employer. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings problems encountered & solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The engineer will then summarize and consolidate in a single report the key information from each sectional completion reports to prepare the final Completion Report for the entire construction package.

11. STAFFING

11.1 The staffing of the consultancy contracts has been fixed by DFCCIL for bidding purposes and the Consultant will not be permitted to propose alternative arrangements. In addition, the Consultants shall propose and submit with their proposal the administrative, secretarial and other general office support staff required.

Key Professional Staff	Man Months
i. Team Leader (1 No.)	42
ii. Resident Engineer (2 Nos.)	72
iii. Contract Specialist (1 Nos.)	36
iv. Material Engineer (2 Nos.)	54
v. Senior Bridge Design Engineer (1 No.)	12
vi. Senior Structural Design Engineer (1 No.)	6
vii. Senior Bridge Engineer (2 Nos.)	54
viii. Environmental Specialist	36
Sub total	
Sub-Professional staff	
i. CADD Expert (1 No)	36
ii. Quantity Surveyor (2 No.)	72
iii. Survey Engineer (2 No.)	54
Sub total	
Field Support Staff	
i. Field Engineers (Rail bed / Formation) (11 Nos.)	396
ii. Field Engineers (Bridges) (22 Nos.)	480
iii. Surveyor (4 No.)	144
iv. Quality Control Engineer (4 Nos.)	144
v. Lab Technician (4 Nos.)	144
vi. Quantity Surveyor (2 Nos.)	72
Sub Total	
Optional Staff	
i. S & T Staff	4
ii. Electrical Staff	4
iii. Architect	4
Sub Total	
Total	
Administrative Staff Consultant to specify	Consultant to specify

- 11.2 Consultants are required to furnish CVs of the key professional staff. The broad qualification and experience requirement of key professional staff are given in **Annex – I**. CVs of other staff are not required to be submitted but only the number and man months of such staff need to be indicated in the Technical Proposal. The cost in respect of the personnel is required to be provided in the Financial Proposal.
- 11.3 The man-months of Engineer not to be included in the Financial Proposal. Engineer's remuneration will be deemed to be included in the element of contingencies.
- 11.4 The staffing schedule indicated to be above is for construction period and time taken to review the DPR and for processing final payments of the contractor. In addition Supervision Consultants will need to provide the services of any member/members of their team during defect liability period when DFCCIL requires for such services. In such case DFCCIL will pay for these services at the relevant rates specified in the financial proposal.
- 11.5 The staffing arrangements and levels assume that the engineers on the site supervision teams undertake the review of the contracts for the construction packages for which they are responsible as detailed in paragraph 6.3 above.
- 11.6 Amendments to the designs and the construction details, including redesign, shall be undertaken on site by the Senior Railway/Resident Engineer/Infrastructure Engineer, Senior Bridge/Structural Engineer and the CAD Operator with the assistance of other site supervisory staff as necessary.
- 11.7 The Consultant shall nominate its CEO or one of the Directors from the Board of Governors of the Consulting Firm to act as Engineer for the construction supervision contract. The Engineer shall have the ultimate responsibility for the satisfactory discharge of responsibilities under the supervision contract and shall ensure that the Engineer's Representative exercises all reasonable skill, care and diligence and acts fairly under the terms of the construction contract(s). The Engineer shall visit the site(s) at every three months for a period of at least 2 weeks to familiarize himself with the progress and events of the construction contract(s).

12. STAFFING SCHEDULE

- 12.1 The total implementation period will consist of a construction period of 36 months and Defect Liability Period of 6 months. As per the arrangement proposed Team Leader and Contract Specialist shall be deployed one month before the mobilization of the contractors. This period will be utilized in finalizing all the preliminary details in consultation with the employer. The Contract Specialist will assist the Employer in management of Construction contract, besides finalizing the details/formats/schedules to be followed during the project implementation stage. It is proposed that the Contract Specialist may be deployed at site for **about 60% of his** proposed man-months duration and for the remaining duration, he may be allowed to provide his services from his home country as per the provisions of the contract. These details will,

however, be firmed up during negotiations before finalisation of the supervision consultancy contract.

- 12.2 The site supervision team would be mobilized on the date of actual commencement of works by the contractors. During the defect liability period, the Engineer along with other experts will be required to continue on a part time basis as and when required.
- 12.3 The consultant may propose the various categories of technical and administrative support staff and the corresponding man-months requirements. Man-months requirements for each category as proposed by the consultant will be generally considered as ceiling for each category and the deployment shall generally not exceed more than 10% for the category, except in exceptional circumstances with prior approval of the client.
- 12.4 After award of the contract the Client expects all of the proposed key personnel to be available during implementation of the contract as per the agreed staffing schedule. The client will not consider substitutions during contract implementation except under exceptional circumstances. In case of such replacements, the Consultant will ensure that there is a reasonable overlap of **at least one month** between the staff to be replaced and replacement, at the cost of the consultant.
- 12.5 The client may ask for mobilization or demobilization of some key personnel with one-month prior notice as per requirement and progress of Construction work.

13. FACILITIES

- 13.1 The construction Contractor(s) shall provide staff and maintain a laboratory for each construction package including testing equipment, hard furnishing, water supply, electricity and cooling/heating equipment, which shall be made available for use by the site Supervision Consultant. Maintenance of the laboratory by the Construction contractor shall include the cost of the electricity, water and all consumable for testing. The construction contractor will be responsible for carrying out quality control tests at site. Material Engineers of the Site Supervision Consultants shall be required to monitor lab testing and to carry out test checks as necessary to verify compliance with the construction contract.
- 13.2 The site supervision consultant shall detail in his technical proposal required provision for transport (vehicles and drivers), office space, office equipment and office stationery, which he considers necessary to successfully carry out the services for implementation of the construction packages for which he is responsible. The Consultant shall also include the price of those items in his Financial Proposal.

SITE OFFICES

Accommodation for the Employer and the Engineer shall consist of three site offices (1 for Team leader & 2 for Resident Engineer)

The area of the site office is as follows

Team Leader	-	50 sq.m
Resident Engineer	-	40 sq.m

FURNITURE AND OTHER OFFICE EQUIPMENT

The consultant shall maintain the following new furniture and equipment in the offices within one month of the date of commencement of the works until the defect liability period is over.

Description of Item	Nos.
Conference table (2400 x 900)	1
Conference chairs	8
Glass-fronted lockable bookcase	4
Swivel office chair with armrests	6
Typist chair	3
Visitors chair	6
3-shelf bookcase	3
4-drawer filing cabinet	3
Heavy Duty Paper Shredders	1
Tele-facsimile transmission/reception facility connected to a dedicated line with ISD facility	3 sets
Telephone switchboard connected to 2 external Lines at each office with STD/ISD, and with independent internal communication Facilities with conference facilities.	10 phones lines
First aid kits for up to 36 persons	3
Safety helmets	15
Safety harness	20
Pairs steel toed construction boots (Sizes to be advised by the Engineer)	20 pr.
Day-glow waistcoat	20
Pairs industrial safety goggles	12 pr.
Breathing masks and filters	12

EQUIPMENT FOR USE OF THE ENGINEER

- (a) Computers – 4 nos.
Windows XP Professional Licensed O. S, at least Intel Pentium IV 2.6 GHZ, 512 MB RAM, 40 GB Hard Drive Disk @ 7200 rpm, CD Read- Write, 17 “ colour monitor, 10/ 100 LAN Card, Modem Card, or higher.
- (b) Printers with Fax– 4 nos. (A4 size – 1 No. and A3 size – 1 No. in each office).The A4 size printer shall be Laser black & white and A3 size printer shall be Colour bubble-jet printer with a print speed of up to 8 pages a minute at 800 dpi, or higher.
- (c) Large Format Plotter- one no, better than HP Design Jet 1050 C Non –Post script model with at least 2 GB external Hard Disk.
- (d) Application Software:
 - (i) Microsoft Office latest release,
 - (ii) A database management package to be selected by the Employer
 - (iii) AUTOCAD 2008 or latest release.
 - (iv) PRIMAVERA/MS Project / Sure Track
- (e) Xerox Machine – 1Nos. for paper prints capable of reduction and copying A3 & A4 size paper with automatic document feeder capability and sorter.
- (f) UPS system- with sufficient power backup to cater to all computers, printing and communication & related hardware (for a minimum backup time of 30 minutes).
- (g) Surge Protection Devices (one for each computer and printer given above) - **3 Nos.**
- (h) Power supply for the systems is to be AC 230 volts, 50 Hz from normal building wiring circuit mains. Power regulator, stabiliser or transformer should be supplied by the Contractor for the computer systems such that the systems can function efficiently.
- (i) Supply of all consumable for all computer peripherals during the entire periods of currency of contract.

13.3. Employer will provide to the consultants the copies of all the project reports including design and drawings and relevant databases submitted by the construction contractor.

14. DEFICIENCIES OF SERVICES

Deficiencies in the services on part of supervision consultants may attract penal provisions in the form of fines, upto a maximum amount of 5% of contract price and/or debarment etc. by the client Sample deficiencies may includes

- *Not acting impartially or acting in collusion with contractor in making remarks on variation statement, fixation of rates of new items if any, due to changes in employer's requirement.*
- *Not keeping proper records regarding quality control, inspection, rejection/rectification of work etc.*
- *Failure to give proper and timely advice to client/contractor to enable correction during execution*
- *Delay in design and withholding approvals etc*
- *Recommending extension to the contractor with a view to extending duration of supervision services*
- *Refusing to give reasons for decisions when called for by the client*
- *Not being fully conversant with manuals, specifications, standards, DFCCIL's/Railway Ministry's guidelines and requirement of the project to be followed during construction*
- *Certifying substandard work for payment*
- *Not exercising required scrutiny/non approval of temporary works*
- *Lack of proper coordination with contractors and DFCCIL officials in Headquarters as well as in field to ensure smooth implementation of Project.*
- *Permitting subletting of any part/major works without authorization*

15. **PERFORMANCE SECURITY**

Supervision Consultant shall be required to submit acceptable Bank Guarantee in proper format as given in the bid document for an amount as detailed in Special Conditions of Contract as per para 5.12.1.

16. **CONSULTANTS PROPOSAL SUBMISSION**

16.1 The TOR is prepared to address supervision consultancy package in a general way. **The consultants are advised to understand fully the specific requirements of the supervision consultancy work.** The consultants are also advised to inspect the concerned project stretch and acquaint themselves with the ground realities.

16.2 The consultant submission should be focused to the project requirements as per the TOR details. The methodology to be submitted should address to the project stretch requirements. All specific issues for which references have been made in the various paras of this TOR should be addressed effectively. General nature descriptions should be avoided.

BROAD QUALIFICATION REQUIREMENTS OF KEY PROFESSIONAL STAFF

Broad qualifications and experience of the key personnel and sub professionals given below are clients' perception in respect of the specific requirement of the project. Consultants are advised to prepare the CVs of their proposed key personnel specifically highlighting the qualification and experience in the related area of expertise as per requirements. The CVs should also highlight higher education, training and publication of technical papers etc., by the key personnel in the related field as well as their experience in providing training in the related fields. The CVs of the proposed personnel should reflect size of the project handled in terms of length / costs, duration for which services were provided, source of funding for the project, type of contract document used etc. Broadly speaking, qualification and experience higher than the minimum requirement will be given higher weightage. Similarly, the personnel's experience in services related to construction supervision will be given more weightage.

1. Engineer: The Engineer shall be CEO or one of the Directors of the Consulting firm with at least 25 years experience on National/International Civil Works projects including at least 10 years in a Senior position on Railway/Highway/infrastructure Projects. He/She shall be a qualified Engineer, Member of a recognized Professional Society and a graduate Civil Engineer. He/She shall be totally familiar with DFCCIL/Railways General Conditions of Contract and should be able to communicate fluently in the English language.

2. The Team Leader (Full Time)

Duties: The Team Leader will reside at project site on a full time basis throughout the period of the construction supervision services. He will be overall in-charge of the project supervision and coordinate with all other experts of construction project. He shall act as an 'Engineer's Representative' acting on behalf of the consulting firm appointed by the Employer as already defined before. He shall be directly responsible for regulating the construction processes i.e. various activities likely to be executed for the construction contract, which is broadly defined in Employer's Requirements of construction bid document. For this purpose, he shall be assisted by Key Personnel and other support Engineers/personnel. He shall deal directly with the key personnel and other support staff to ensure that the construction process is well controlled as per established specification controls to avoid later quality control stage problems. He will interact with the Chief Project Managers or his designated representative at field unit and the Employer.

Qualifications and Experience: He will be at least a Civil Engineering Graduate and preferably with post graduate qualification in Construction Management Engineering. He should be well versed in managing the Major Railway/highway/infrastructure contracts of the size comparable to the proposed project. As the proposed project involves construction of Rail Formation including Blanket, Bridges including PSC work, Supply & spreading

of ballast, setting out works for different structures, it will be desirable that this expert has handled Similar Major Railway/Highway/Infrastructure projects related to Railway/roadway formation construction. He should have about 20 years of professional experience of handling Major Railway/Highway/Infrastructure contracts, out of which he should have worked as Team Leader/Project Manager or equivalent for minimum 5 years on supervision/construction of Major Railway/Highway/Infrastructure projects, preferably involving New Railway line/road construction and use of modern construction techniques.

It is desirable that his experience should also include National/International assignments of at least 2 years having handled Major Railway/Highway/Infrastructure contracts of similar or large size and complexity. Consultants are required to elaborate National/International experience by indicating the country, project that they consider as similar experience. This is a senior managerial position. He should have handled as Team Leader or in Similar Capacity for at least two Construction /Construction Supervision work of major Railway/ Highway projects costing not less than **Rs.100 Cr. for Railway Project & Rs.200 Cr for Highway Project or he should have rendered consultancy services as Team Leader on a Railway Project involving construction of 40 Km length of double line or 60 Km length of single line or 80 Km length of highway construction project.** He should be able to communicate in English. He should not be more than 65 years of age.

3. Resident Engineer (Full Time)

Duties: He will be reporting and assisting the Team Leader in monitoring and process control for all the activities related to the project. His main area of working will be focused to the process control pertaining to **laying of Railway Formation to the correct alignment strictly as per construction contract document following all the relevant codes & manuals stipulated therein and different codes, manuals & specifications which are in practice on Indian Railways.**

Qualifications and Experience: He will be at least a Civil Engineering graduate and preferably with post graduate qualification in Geotechnical Engineering/Transportation Engineering. He should have about 15 years of professional experience out of which 10 years experience in Major Railway/Highway construction project. He should have worked as Senior Railway Engineer/ Resident Engineer/Highway Engineer for at least 3 years on any National/International Railway/Highway Projects. He should have handled at least two projects of large size say not less than **Rs.40 Cr. for Railway Projects & Rs.80 Cr. for other projects or at least 20 Km length of double line Railway Project or 40 Km length for other projects involving substantial earthwork & concrete works.** It is desirable that he should have also experience in handling similar kind of projects and in similar position in India/abroad. He should not be more than 65 years of age.

5. Contract Specialist

Duties: He will be deployed in working season maximum in three stages for cumulative duration of about 24 months out of total estimated requirements for 36 months. The remaining period may be utilized for obtaining his expert opinion on emerging contractual issues and the remuneration for such short term advice will be regulated on hourly basis as per the relevant contract provisions, which will be based on his monthly remuneration. His key responsibilities will be to guide and assist Team Leader/Employer in all aspects of contract management in proper implementation of contract provisions including controlling the project cost of the construction package. He will also be required to offer his advice on contractual complications arising during the implementation as per the request of the employer. He will be required to prepare manuals/schedules for the consultants team/employer based on the provisions of the contract document. He will be responsible for giving appropriate suggestions in handling claims of the contractors and any dispute arising thereof.

Qualifications and Experience: He will be a qualified Contract Specialist with qualifications and experience in the field of contract management, Law, MIS, etc. He should have about 15 years of relevant experience with the specialization in procurement/contract management. He should have experience of preparation of bid document and contract condition for EPC turn key contract, design & build lump sum contract and should be well conversant in arbitration and reconciliation process. Handling of Major Railway/Highway projects will be an added qualification. He should have at least 4 years of national/international experience as a Contract Specialist in respect of large size/complex Rail/road/bridge/expressway projects. Consultants are required to elaborate international experience by indicating the country, project that they consider as similar experience. He should have handled management of a large Railway/ highway /infrastructure contract say over **Rs 100 Crore**, including experience of handling variation orders to contracts, claims of contractors and their appropriate disposal. He should have also handled arbitration cases in respect of any project involving Railway /Highway projects. He should be capable to communicate in English. He should not be more than 70 years of age.

6. Materials Engineer (Full Time)

Duties: He will be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specified tests are done as per codal provisions/stipulations and as per the specifications laid down in the contract for all the different stages of construction. He will be coordinating and controlling the support personnel placed with him and will report to the Team Leader/Employer's representative as and when required. He will be deployed throughout the contract duration.

Qualifications and Experience: The candidate will be at least a Civil Engineering graduate and preferably with post graduate qualification in Geo-technical Engineering/Structure Engineering. He should have about 15 years of

relevant professional experience out of which he should have worked for at least 5 years as Material Engineer/ Geo-technical Engineer on Rail/Road/Bridge construction projects/Construction Supervision projects or on related works of similar projects. He should have handled at least 2 similar Railway/Highway/Infrastructure/Bridge projects of not less **than Rs.40 Cr. for Railway Projects & Rs.80 Cr. for other projects or at least 20 Km length of double line Railway Project or 40 Km length for other projects involving substantial earthwork & concrete works** as Material Engineer/ Geo-technical Engineer. The candidate must be familiar with material properties of Railway Formation including blanketing materials, concrete including RCC & PSC, Ballast, technical specifications thereof and procedures of material tests(DT & NDT) and latest testing equipments. He should have experience as material Engineer in any developing countries. He should not be more than 65 years of age.

6. SENIOR BRIDGE DESIGN ENGINEER

Duties: His duties will involve in proof checking the design provisions of Railway Bridges (Major/Minor/ROBs & RUBs (Rebuilding/New Construction), related structures, PSC structures, mix designs, form-work. For this purpose, he will work in close coordination with the Material Engineer. He will be responsible for correctness of Design of Bridge structures in accordance with all codes and manuals stipulated in the civil contract document as well as various codes of railways in practice like IRS Concrete Bridge code / IRS Steel Bridge Code / Bridge Foundation Code etc. He should have working knowledge of latest design softwares used in design of bridges **like STADD.**

Qualification and Experience: The candidate will be at least a Post Graduate in Structural Engineering. He will have relevant professional experience of about 20 years. Out of his total experience, he should have worked for at least 10 years on Bridge design / Bridge construction projects especially involving PSC. The candidate must be familiar with modern specifications of Railway Bridges, design standards, technical specifications and statistical Quality Control/Assurance procedures for construction of different component of bridges. He should have experience in design/construction of deep foundation viz. Well and Pile foundations. He should have experience in the Design /Construction Supervision of at least two major Railway/Highway/Infrastructure Bridges of length more than 200m. His experience as Bridge Design Engineer on a construction project in developing countries will be an added qualification. He should not be more than 70 years of age.

7. SENIOR STRUCTURAL DESIGN ENGINEER

Duties: His duties will involve in proof checking the design provisions of different Civil Engineering structures related to infrastructure development like, Frame Structures of Buildings, Structures of Sheds (RCC / PSC / Steel), Portal Frames, Water Tanks, Mix Designs, Form-work, Components of Service Roads, Loading Platforms. For this purpose, he will work in close coordination with the Material Engineer. He will be responsible for correctness of Design of various mentioned structures in accordance with all codes and manuals stipulated in

the civil contract document as well as various codes of Railways in practice. He should have working knowledge of latest design softwares used for different Civil Engineering structures.

Qualification and Experience: The candidate will be at least a Post Graduate in Structural Engineering. He will have relevant professional experience of about 20 years. He should have worked on Designs of different civil engineering infrastructural works especially RCC / PSC structures of peculiar and non-standard type. The candidate must be familiar with modern specifications, design standards, technical specifications, IS Codes and their special publications, latest technical publications in various Civil Engineering related Journals and statistical Quality Control/Assurance procedures for construction of different component of Civil Engineering structures. He should have experience in design/construction of foundations of the different Civil Engineering structures. His experience as Bridge Design Engineer on a construction project in developing countries will be an added qualification. He should not be more than 70 years of age.

8. SENIOR BRIDGE ENGINEER (Full Time)

Duties: His duties will involve understanding the design provisions of Railway Bridges (Major & Minor) including ROBs and RUBs (Rebuilding/New Construction), guiding and checking of reinforcement/cable laying operations, rectifying any apparent mistakes in respect of them, checking and controlling the proper mix designs, checking the adequacy of proper form-work, laying/compacting of concrete including curing operations. For this purpose, he will work in close coordination with the Material Engineer and the Contractor's Expert to effectively control the quality of execution. He will be responsible for minor modifications in design of Bridges, wherever required during execution. He should have working knowledge of latest software used in design of bridges like STADD.

Qualification and Experience: The candidate will be at least a Civil Engineering graduate and preferably with post graduate qualification in the field of Structural Engineering. He will have relevant professional experience of about 15 years. Out of his total experience, he should have worked for at least 10 years on Bridge construction projects. The candidate must be familiar with modern methods of construction of Railway Bridges, design criteria of DFCC for 32.5 tonne axle load, technical specifications and statistical Quality Control/Assurance procedures for construction of different component of bridges. He should have experience in construction of deep foundation viz. Well and Pile foundations. He should have experience in the Construction /Construction Supervision of at least two major Railway/Highway/Infrastructure Bridges of length more than 200m as Bridge Engineer/Structural Engineer or in similar capacity. His experience as bridge engineer on a construction project in developing countries will be an added qualification. He should not be more than 65 years of age.

9. ENVIRONMENTAL SPECIALIST

Duties: His duties will involve understanding the environmental impact due to implementation of this project. His main job will be to ensure the compliance of the various provisions of Safety, Health and Environment (SHE) requirements as detailed in the construction bid document.

Qualification and Experience: The candidate will be at least a Civil Engineering graduate or Environmental Engineering graduate and preferably with post graduate qualification in the field of Environmental Engineering/Environmental Science. He will have relevant professional experience of about 10 years. Out of his total experience, he should have worked for at least 5 years on linear construction projects like, Railways/Highways/Expressways. The candidate should have experience of 5 years in environmental assessment for Railway/Highway project. He should not be more than 65 years of age.

BROAD QUALIFICATION REQUIREMENTS OF SUB-KEY PROFESSIONALS

1. CADD Expert

Duties: He shall be assisting the Team Leader. He is proposed to be deployed during the construction period to assist the Team Leader in discharging all his day-to-day functions. His main responsibilities include modification in Railway designs and drawings pertaining to horizontal/vertical alignment, formation, bridges, ballast profile and other related structures etc. as required during the execution of works, besides discharging any other work assigned to him by the Team Leader. **Such modifications will be required to be done on Design Software if any suggested by the DFCCIL.**

Qualification and Experience: He should be a Civil Engineering graduate with about 8 to 10 years professional experience or Diploma in Civil Engineering / Architectural with 14-16 years professional experience in the relevant field. He should be fully conversant with Railway Design Standards using CADD etc. His demonstrated proficiency in use of computer will be an added qualification. He should have handled Railway structures design, at least in one large Railway/Highway project preferably of New Line construction projects. He should not be more than 60 years of age.

2. Quantity Surveyors: (Full Time)

Duties: He will be reporting to the Team Leader in day to day working. His responsibilities will be in the areas of quantity surveying / processing of the invoices etc. He will be responsible for reporting all measures required to control the project cost and time over-runs. He will examine the claims of the contractor, variation orders, if any, and will prepare the progress reports as per the project requirements. For the purpose, he will be required to get the levels and quantity measurements checked in all items of works executed in different stages for calculations required for payment purpose. He will be required throughout the currency of the project.

Qualification and experience: The candidate should be a graduate in Civil Engineering with relevant experience in the field of estimating, preparation and processing of the invoices, analysing rates, checking survey details etc. of the projects. He should have about 10 years of relevant professional experience involving resource planning and scheduling, quantity survey, cost control, contract management etc. Diploma holders with longer relevant experience of about 20 years could also be considered. He must have worked as Quantity Surveyors for at least 4 years in any Railway/Highway Department preferably dealing with projects of New Railway Line Construction. He should not be more than 60 years of age.

3. **Survey Engineer (Full Time)**

Duties: Checking layout of centerline, layout of curves, levels and profiles, layouts of bridges, other related structures etc. will be his main responsibility. Apart from this, he shall also assist the Quantity Surveyor in preparation of invoices. He shall also be responsible for modifying survey data in case any modification is required in the design during execution.

Qualifications and Experience: He should be a graduate Civil Engineer with 5 to 6 experience or a diploma-holder with 10 to 12 years experience. Survey Engineer should be conversant with modern survey equipments, total stations, auto level, digital level etc. He should be well conversant with the different codes and manuals of Railways guiding the alignment fixing. He should have worked in at least one major Railway/Highway project preferably dealing with projects of New Railway Line Construction etc. He should not be more than 60 years of age.

BROAD QUALIFICATION REQUIREMENTS OF FIELD SUPPORT STAFF TECHNICAL

As per this Annex details are provided below to give the general understanding of the Client's expectations in respect of Field Engineers/Supervisors to be deployed. These personnel will be young Engineers who play an important role in the construction process and accordingly it is proposed to broadly evaluate them while evaluating the consultants' technical capabilities. This is to ensure that deployments of these important Engineers are not ignored by default. The team to be deployed should be qualified Civil Engineering graduates with relevant experience/qualifications, besides including some more experienced diploma holders. The total team should be deployed with an in-built flexibility to ensure that they change their roles for different areas of field activities to suit the varying demand of these personnel at different stages of construction. The experience of these engineers in Railway projects both in Design/Supervision will be desirable. A judicious mix (50:50) of some experience with freshers is also desirable to promote the growth the Engineering Expertise. The areas in which these engineers are likely to be deployed in assisting the key experts should be considered suitably. Maximum age limit for Field Engineers/Surveyors/Supervisors is **55** years. The areas of responsibilities of their deployment are as below:

1. Field Engineers/Supervisors (Railbed/Formation):

For these positions two levels of deployment are proposed. About 50% of Field Engineer to be deployed should be Graduate Engineer with at least 2 to 5 years of professional experience in the field of Earthwork in formation/Geotechnical Engineering. The requirement of the Field Engineer should be judiciously proposed, ensuring that a combination of expertise obtains with them. At least 50% of them should be well-versed with construction of Railway Formation work including Blanket with all Geotechnical requirements of Railway formation in accordance with Guidelines of RDSO, latest survey equipments like total stations & auto levels, marking of centre line/toe of formation as well as Land boundaries and proficiency in computer applications including the knowledge of Railways /DFCCIL's specification to help the key experts in understanding the design, extracting the details from the design and doing minor modifications in the designs as and when required. Remaining should preferably have higher Engineering/Management/MIS qualifications with fully conversant with survey equipments such as total station, auto level etc. and broad acquaintance of computers, so that they can fill up the different positions of support personnel as per the requirement specified in the Organization Chart defining the Organization Structure. The Field Engineer as a whole will be evaluated for their suitability by the Chief Project Manager before deployment.

2. Field Engineers/Supervisors (Bridges):

For these positions two levels of deployment are proposed. About 50% of Field Engineer to be deployed should be Graduate Engineer with at least 2 to 5 years of professional experience in the field of Bridge Construction work /Concrete

Technology/PSC Technology/Structural Engineering. The requirement of the Field Engineer should be judiciously proposed, ensuring that a combination of expertise obtains with them. At least 50% of them should be well-versed with construction of Railway Bridges with all Structural requirements of Railway Bridges in accordance with Guidelines of Railways codes and manuals like IRS Concrete Bridge Code/IRS Steel Bridge code/Bridge Foundation Code and relevant codes mentioned in construction document, latest survey equipments like total stations & auto levels, setting out works, marking of centre line/foundation layout and proficiency in computer applications including the knowledge of Railways /DFCCIL's specification to help the key experts in understanding the design, extracting the details from the design and doing minor modifications in the designs as and when required. Remaining should preferably have higher Engineering/Management/MIS qualifications with fully conversant with modern survey equipments such as total station, auto level etc. and broad acquaintance of computers, so that they can fill up the different positions of support personnel as per the requirement specified in the Organization Chart defining the Organization Structure. The Field Engineer as a whole will be evaluated for their suitability by the Chief Project Manager before deployment.

3. Surveyors:

The 50% of the deployed candidates should be at least Degree in Civil Engineering and remaining may be Diploma in Civil Engineering or should have completed professional course in Survey Engineering. They should have min. 5 years of professional experience out of which they must have worked for at least 2 years as Surveyors. The candidates should have been involved in at least **one project of Double line Railway construction / 4-laning on National/State Highway** having minimum length of 10 Km dealing with modern survey methods like **Auto Levels/Total Stations** and should be able to transfer the survey data on computers for quick review as well as demonstration of the work as and when required by the officials of the Client.

4. Quality Control Engineers:

Out of total deployed staff, 50% candidates should be at least Degree in Civil Engineering. He should be well acquainted with the quality control testing requirements for Railway Formation including blanketing materials & other geo-technical/material tests, Concrete testing, PSC testing including HTS wire/anchorage/slip/stressing/grouting, Load Testing for Railway structures etc. He must be familiar with material properties of Railway Formation including blanketing materials, concrete including RCC & PSC, Ballast, technical specifications thereof and procedures of all types of material tests (Destructive/Non Destructive Testing) and latest testing equipments. He should have worked as Quality Control Engineer for minimum 4 years in Rail/Road/Bridge projects.

5. Lab Technicians:

Out of total deployed staff, 50% candidates should be at least Degree in Civil Engineering. Remaining should be at least Diploma-holders with about 5 to 6

years of experience in handling the quality control tests laboratories for Railway/Road/Bridge works or Graduates in Science with about 1 to 2 years of relevant experience in the field of testing of Railway/Road/Bridge projects. Higher weightage will be given for experience with Railway construction.

6. Quantity Surveyors:

The 50% of the deployed candidates should be at least Degree in Civil Engineering and remaining may be Diploma in Civil Engineering with relevant experience in the field of estimating, preparation and processing of the invoices, analysing rates, checking survey details etc. of the projects. He should have min. 5 years of professional experience out of which he must have worked for at least 2 years as Quantity Surveyors. He should be able to examine the claims of the contractor, variation orders, if any, and preparation of progress reports as per the project requirements and reporting all measures required to control the project cost and time over-runs. For the purpose, he will be required to get the levels and quantity measurements checked in all items of works executed in different stages for calculations required for payment purpose. He should have proficiency in computer applications including the knowledge of Railways /DFCCIL's specification .The candidate should have been involved in at least **one project of Double line Railway construction / 4-laning on National/State highway** having minimum length of 10 Km.

BROAD QUALIFICATION REQUIREMENTS OF OPTIONAL STAFF

1. SIGNALLING & TELECOM STAFF:-

Duties: The duties of S & T staff will involve taking care of existing S & T cables coming on alignment of DFCC and to ensure that all S&T cables should not be disturbed during construction activities. Shifting of existing cables of railways, if required, should be supervised by the S & T staff.

Qualification and Experience: The candidate will be at least a Electronics & Telecom Engineering graduate with 5 years professional experience in the relevant field or Diploma in Electronics & Telecom Engineering with 10 years professional experience in the relevant field preferably in the Railways. He should not be more than 65 years of age.

2. ELECTRICAL STAFF:-

Duties: The duties of Electrical staff will involve taking care of existing electrical lines including High Tension lines coming on alignment of DFCC and to give proper feedback regarding all the electrical lines / cables crossings. The shifting of electrical poles and other electrical utilities shall be supervised by them. They will supervise the electrical line shifting works as and when required.

Qualification and Experience: The candidate will be at least a Electrical Engineering graduate with 5 years professional experience in the relevant field or Diploma in Electrical Engineering with 10 years professional experience in the relevant field preferably in the Railways. He should not be more than 65 years of age.

3. ARCHITECT:-

Duties: The duties of Architect will involve understanding the architectural provisions for the structures of construction work and should assist the Team Leader from architectural point of view. He will develop the layout plan of the junction stations and crossing stations as well as the colonies to be set up at appropriate location. He will also design the outer façade of the station building as well as the staff quarters. He will also do the complete landscape planning of the colony map showing water supply pipeline, sewer line, underground electrical line etc.

Qualification and Experience: The candidate will be at least a Architectural Engineering graduate with 5 years professional experience in the relevant field or Diploma in Architectural Engineering with 10 years professional experience in the relevant field. He should not be more than 65 years of age.

Section 7

Form of Contract Agreement & General Conditions of Contract for Consultancy Contract

Section 7

Form of contract & General Conditions of Contract for Consultancy Contract

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1. FORM OF CONTRACT

Form of Contract Agreement

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

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

- (A) The Client vide their Letter of Invitation invited proposals for Technical and
Financial offers to undertake the work of Consultancy Services for the {-----
name of work-----}; the Consultants submitted their proposals for aforesaid
work, whereby the Consultants represented to the Client that they had the
required professional skills and Professionals and technical and financial
resources and in the said proposals the Consultants also have agreed to
provide the Services to the Client on the terms and conditions set forth in this
Contract; and
- (B) The Client in acceptance of aforesaid proposals of Consultants awarded the
work of the Consultancy Services to the Consultant.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The following documents attached hereto shall form an integral part of this
Contract:
 - (a) General Conditions of Contract (hereinafter called “GCC”),
 - (b) Special Conditions of Contract (hereinafter called “SCC”),
 - (c) Terms of Reference
 - (d) Letter of Invitations
 - (e) Institutional Arrangements
 - (f) Project Information
 - (g) The following Appendices
{*list of appendices for technical and financial proposals and forms
of Bank Guarantees*}
 - (h) Letter of Award for Consultancy Work and other correspondence
mentioned therein.

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

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

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

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

FOR AND ON BEHALF OF
THE MEMBERS OF
THE CONSULTANTS

(by authorized representatives)

(by authorized representative)

Witness

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

Witness

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

**GENERAL CONDITIONS OF CONTRACT
FOR
CONSULTANCY CONTRACTS**

1. GENERAL PROVISIONS:

1.1 Definitions

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

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

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

1.2 Interpretation

In the Contract except where the context requires otherwise :

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

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

1.3 Relation between the Parties

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

1.4 Governing Law and Priority of Documents

1.4.1 Law Governing Contract

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

1.4.2 Jurisdiction of Courts

This is a condition of contract that the courts at Delhi / New Delhi shall have exclusive jurisdiction to try all disputes between the parties arising out of this Contract.

1.4.3 Priorities of documents

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

- a) The Contract agreement (if completed)
- b) The Letter of Award
- c) The Letter of Invitation(LOI)

- d) Terms of Reference (TOR)
- e) Special Conditions of Contract (SCC)
- f) General Conditions of Contract (GCC)
- g) The Schedules and any other document forming part of Contract.

1.4.4 Joint and Several Liabilities

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

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

1.5 Communication and Language of Contract

1.5.1 Communication to be in writing

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in SCC. Notices shall be deemed to be effective as follows:

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

1.5.2 Language of Contract

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

1.6 Location

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

1.7 Authority of Member in Charge (Lead Member)

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

1.8 Authorized Representatives

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

1.9 Taxes and Duties

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

2.0 Commencement, Completion and Modification of Contract

2.1 Effectiveness of Contract

The Contract shall come into force and effect on the date (the "Effective Date") of the Employers notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Termination of Contract for Failure to become Effective

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

2.3 a. Commencement of Services

The Consultants shall begin carrying out the services at the end of such time period after Effective Date as shall be specified in SCC.

b. Completion of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to clause GCC 4.0 hereof, this contract shall expire when services have been complete and all payments have been made at the end of such time period after Effective Date as shall be specified in the SCC.

2.5 Entire Agreement

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

2.6 Modifications

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

2.7 Liquidated Damages / Penalties for Delays and Deficiencies of Service

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

2.8 Force Majeure

2.8.1 Definition

a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party , and which makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics, nuclear accidents, other catastrophic

unforeseeable circumstances, strikes, lockouts (except where such strikes , lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , orders of requisitions issued by Government department (herein referred to as “event”).

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

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

2.8.2 Non breach of Contract

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

2.8.3 Measures to be taken

a. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in no case later than twenty one (21) days of occurrence thereof.

b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or Ninety days (90) days whichever is more, either party may at its option terminate the Contract.

d. In case of doubt or dispute whether a particular occurrence should be considered an “event” as defined under this clause ,or for the duration of existence of the “event’, the decision of Employer shall be final and binding.

2.8.4 Extension of time

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

2.8.5 Payments

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

3.0 Suspension

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

4.0 Termination

4.1 A. By the Client

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

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

For the purpose of this clause:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process or in contract execution.

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

B. By the Consultant

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

- (i) if Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof within sixty (60) days after receiving written notice from Consultants that such a payment is overdue,
- (ii) if the Client is in material breach of its obligations pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof and has not remedied the same within sixty (60) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by Client of the Consultants' notice specifying such breach,
- (iii) if as a result of Force Majeure, the Consultants are unable to perform a material portion of Services for a period not less ninety (90) days; or
- (iv) if the Client fails to comply with any final decision reached as a result of Arbitration pursuant to Clause GCC 10 hereof.

4.2 Cessation of Rights and obligations of the Parties

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

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

- c. The Consultant's obligation to permit inspection , copying and auditing of their accounts and records set forth in Clause GCC 5.8 hereof; and
- d. Any right which a Party may have under the Applicable Law

4.3 Cessation of Services

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

4.4 Payment upon Termination

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

- a. Remuneration pursuant to Clause GGC 8 hereof for Services satisfactorily performed prior to the effective date of termination;
- b. Reimbursable expenditures pursuant to Clause GCC 8 hereof for expenditures actually incurred prior to the effective date of termination; and
- c. Except in the case of termination pursuant to paragraphs (a) through (d) of Clause GCC 4.1(A) hereof, reimbursement of any reasonable cost incident to prompt and orderly termination of Contract including the cost of return travel of Consultant's personnel and their eligible dependants.

5.0 Obligations of the Consultants

5.1 General

5.1.1 Scope of services

The Consultants shall perform the Services relating to Project. The Scope of the Services are stated in Appendix A

5.1.2 Standards of Performance

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, skill and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advances in technology and safe and effective equipment, machinery, materials and

methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services , as faithful advisers to the Client , and shall at all times support and safeguard the Clients legitimate interests in any dealings with Sub-Consultants and Third Parties.

5.1.3 Law Governing Services

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

5.1.4 Co-ordination

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

5.2 Conflict of Interests

5.2.1 Consultants not to benefit from Commissions, discounts etc.

The remuneration of the consultants pursuant to clause GCC 8 hereof shall constitute the Consultant's sole remuneration in connection with this contract or the Services and, subject to Clause GCC 5.2.2 hereof, the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any sub-consultants , as well as the Personnel and agents of either of them , similarly shall not receive any such additional remuneration.

5.2.2 Consultants and Affiliates not to engage in Certain Activities

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

5.2.3 Prohibition of Conflicting Activities

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

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

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

5.3 Confidentiality

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

5.4 Documents to be property of Client and Intellectual Property Rights

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants and their Sub-Consultants for the Client for performance of the Services under this Contract shall become and remain the property of the Client, with the full copyright vested in the Client and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

5.5 Liability of Consultants

Subject to additional provisions, if any, set forth in the SCC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

5.6 Publications

Any publication of material relating to Services (other than proprietary and confidential information as covered under Clause GCC 5.2.4 hereof) shall be subject written approval of Client during the term of contract or within two (2) years of expiration or termination of this Contract.

5.7 Indemnity and Insurance

1. The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Client's request, shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid.

2.(a) The Consultant shall indemnify, protect and defend at Consultant's own expense the Client, its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof, provided, however;

(b) In addition to any liability Consultant may have under the above Consultant shall, at its own cost and expense, upon request of Client, re-perform the services in the event of Consultant's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof.

5.8 Accounting, Inspecting and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC; (ii) shall permit the Client or its designated representative periodically, and up to two (2) years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client; and (iii) shall permit the client to inspect the Consultant's accounts and records relating to the performance of the Consultant and to have them audited by auditors appointed by the client.

5.9 Consultant's Actions requiring Prior Approval of Client

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

(a) Appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel")

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and

(c) taking any action under an EPC/Design and Build Contract(or any other contract for the construction of the Project) designating the Consultants as "Engineer" for which action , pursuant to such Contract , the written approval of Client as "Employer" is required.

5.10 Reporting Obligations of Consultants

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

5.11 Client's equipment and materials

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

5.12 Performance Guarantee

5.12.1 The Performance Guarantee shall be as specified in SCC.

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

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

6.0 Consultant's Personnel and Sub-Consultants

6.1 General

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

6.2 Description of Personnel

(a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

(b) If required to comply with the provisions of Clause GCC 5.1.2 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel" set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments

shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 8.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 8.1 (b) of this Contract.

6.3 Client's Approval of Personnel

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

6.4 Working Hours, Overtime, Leave, etc.

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

6.5 Change of Personnel

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

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

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

6.6 Resident Project Manager

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

7.0 Client's Obligations

7.1 Assistance and Exemptions

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

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;

- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their – eligible dependents;
- (d) Issue to officials, agents and representatives of the Government all such Instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (e) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish them either individually or as a corporate entity according to the Applicable Law;
- (f) grant to the Consultants, any Sub-consultant and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and
- (g) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

7.2 Access to Land

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

7.3 Changes in the Applicable Law

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

7.4 Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on

- (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services,
- (ii) (the manner in which the Consultants shall procure any such services, facilities and property from other sources, and
- (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 8.1(c) hereinafter.

7.5 Payment

In consideration of Services successfully and satisfactorily performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in manner as is provide by Clause GCC 8 of this Contract.

7.6 Counterpart Personnel

(a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such **Appendix F**. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

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

7.7 Decisions of Client

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

8.0 Payments to the Consultants

8.1 Cost Estimates and Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix G. An estimate of the cost of the Services payable in Local Currency is set forth in Appendix H.

- (b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 8.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (c) Notwithstanding Clause GCC 8.1(b) hereof, if pursuant to clauses GCC 7.3, 7.4 or 7.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 8.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 8.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

8.2 Remuneration and Reimbursable Expenditures

- (a) Subject to the ceilings specified in Clause GCC 8.1 (b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GCC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GCC 8.2(c). If specified in the SCC, said remuneration shall be subject to price adjustment as specified in the SCC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GCC 2.3 and Clause SCC 2.3 (or such other date as the Parties shall agree in writing) (including time for necessary travel via the most direct route) at the rates referred to in Appendices G and H and subject to such additional provisions as are set forth, in the SCC.
- (c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause GCC 8.3(b)

8.3 Currency of Payment

- (a) Foreign currency payments shall be made in the currency or currencies Specified as foreign currency or currencies in the SC, and local currency Payments shall be made in the currency of the Government.
- (b) The SCC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency,

8.4 Advance Payments, Bank Guarantee, Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC, such Bank Guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 8.3 and 8.4 for such month. Separate monthly statements shall be submitted in respect of Amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. In case the validity of contract is extended for reasons not attributable to Consultant, the payments in such extended period shall be made based on the accepted man-month rates and actual deployment of Personnel.
- (d) The final payment (**excluding the Performance Guarantee**) under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within

thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

- (e) All payments under this Contract shall be made to the account of the Consultants specified in the SCC.

9.0 Fairness and Good Faith

9.1 Good Faith

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

9.2 Operation of the Contract

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

10.0 Settlement of Disputes

10.1 Amicable Settlement

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

10.2 Dispute Settlement

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

<p>2.7.</p>	<p>Sample deficiencies and delays in Services may include but not limited to:</p> <ol style="list-style-type: none"> 1. Not acting impartially or acting in collusion with Contractor in recommending award of variation, fixation of new rates. 2. Not keeping proper records regarding quality control, inspections, and rejection/rectifications of work. 3. Failure to give proper and timely advice to Client/Contractor to enable correction during execution. 4. Delays in checking of designs resulting in delays of approvals. 5. Recommending extension to Design & Build Contract with a view to extending duration of supervision Services. 6. Refusing to give reasons for recommendations when called for by the Client. 7. Not being fully conversant with Manuals, Specifications, Standards, etc. 8. Certifying Sub-standard work. 9. Not exercising required scrutiny /non approval of temporary works. 10. Permitting subletting of any part of work without authorization from Client.
<p>5.5</p>	<p>Limitation of the Consultants' liability towards the Client:</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services , the Consultants, with respect to damage caused by the Consultants to Client's property, shall not be liable to the Client:</p> <ol style="list-style-type: none"> (i) For any indirect or consequential loss or damage; and (ii) For any direct loss or damage that exceeds (A) the total under this contract including reimbursable etc. or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability , whichever is higher. <p>(b) This limitation of liability shall not affect the Consultants' liability , if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</p>
<p>5.4</p>	<p>The Consultants shall not use these documents for purposes unrelated to this Contract without prior written approval of the Client.</p>

5.7	<p>The risks and coverages shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1998 in respect of motor vehicles operated in India by the Consultants or any sub-consultants or their Personnel. (b) Third Party liability insurance with a minimum coverage for Rs 10 million for period of Consultancy (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of Sub-Consultants in accordance with relevant provisions of Applicable Law , as well as, with respect to such Personnel , any such life , health, personal accident, travel , household or other insurance as may be appropriate; and (d) Professional Liability insurance with a minimum coverage equal to total contract value for this Contract,; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) any documents prepared by the Consultants in performance of the Services.
5.12.1	<ol style="list-style-type: none"> 1. Within 15 days receipt of the letter of acceptance, the successful consultant shall furnish Bank Guarantee from SBI or any other nationalized / scheduled commercial bank of India for an amount equal to 5% of the contract value in the form of acceptable Bank Guarantee as per the format given in the Bid Document. 2. The Performance Guarantee shall be valid for a entire consultancy period plus nine (9) months. 3. The Performance Bank Guarantee shall be released after satisfactory completion of the assignment.
8.1(a)	The cost of Services under this Contract shall be paid in Indian Rupees (INR) only.
8.1(b)	All payments under this Contract shall be made in Indian Rupees (INR) only.
8.2(a)	<p>The formula for Calculation of Escalation in Consultancy Fee shall be as hereunder:</p> <p>Remuneration of employed Personnel pursuant to rates set forth in Appendices G and H of GCC shall be adjusted after every eighteen (18) months from date of commencement by increasing it by factor of eight (8%) percent.</p>

8.2(b)	<p>(a) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and (B) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Consultants' fee, (ii) that bonuses or other means of profit sharing shall not be allowed as an element of overheads , and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salary and allowances are known.</p> <p>(b) Remunerations for periods of less than one month shall be calculated on an hourly basis for actual time spent in Consultant's home office and directly attributable to the services (one hour equal to 1/240th of a month) and on a calendar day basis for time spent away from home office (One day being equivalent to 1/30th of month).</p> <p>(c) The Personnel shall not be entitled to be paid for overtime nor take paid sick leave or vacation leave. The Consultants' remuneration shall be deemed to cover these items. Any taking leave by personnel shall be subject to prior approval of the Client and the Consultant shall ensure that absence for leave purpose will not delay the progress and adequate performance of Services The period for which Consultants' personnel will be on leave shall not be charged on the bill and the bill must be accompanied with the attendance record for the period. The work of the Consultants' Personnel will have to be adjusted for proper performance of Services at all times without any overtime according to requirements for performance of Services.</p> <p>(d) The Consultants' personnel can avail a weekly rest and also National Holidays of the Government's country for which no deductions in their remuneration will be made. However this will only be with prior approval of Client. Consultants, if required, shall stagger / defer such weekly rests or availing of National Holidays during exigencies so as to ensure uninterrupted performance of Services.</p> <p>(f) The rates of foreign (and local) Personnel are set forth in Appendix G and the rates for local Personnel are set forth in Appendix H.</p>
8.3(a)	<p>All payments under this Contract shall be made in Indian Rupees (INR). Any Payments to be made in foreign currency by Consultants shall be the responsibility of Consultants.</p>
8.3(b)	<p>(b) The reimbursable expenditure shall be for:</p> <p>(1) The following transportation costs :</p> <p>a. The cost of international transportation of the foreign Personnel and as specified below eligible dependants of Foreign Personnel by most appropriate means of transport and the most direct practicable route from the Consultants' home office.</p> <p>b. For any Foreign Personnel spending twenty four (24) consecutive months or more in the Government's country, one</p>

	<p>extra round trip will be reimbursed for every twenty-four (24) month's assignment. Such Personnel will be entitled to such extra round trip only if upon their return to Government's country, such Personnel are scheduled to serve for the purposes of Project for a further period of not less than twelve (12) consecutive months;</p> <p>c. The cost of transportation to and from the Government's country of eligible dependants who shall be the spouse and not more than two (2) unmarried dependent children under age of eighteen (18) years of age of those of the Foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of twelve (12) consecutive months or longer, provided that the stay shall have been for not less than three (3) consecutive months duration. If the assignment period for resident staff of Foreign Personnel will be thirty (30) months or more, one extra economy class air trip for their dependants every twenty four (24) month's assignment will be reimbursed.</p> <p>d. For the air travel of each of the Foreign Personnel and each eligible dependant, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight ; and</p> <p>e. Miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccination, etc. at a fixed price per round trip as specified in the Appendix G to Agreement.</p>
<p>8.4(a)</p>	<p>The following provisions shall apply to the advance payment and the advance payment bank guarantee.</p> <p>(a) An Advance Payment @ Five percent (5%) of the Contract Value (ceiling amount for the Services fixed at time of award of Contract) in Indian Rupees against a Bank Guarantee for same amount from Scheduled Bank/ Nationalized Indian Bank on format prescribed herein shall be paid.</p> <p>(b) The advance payment shall carry a simple Interest equal to the Public Lending Rate (PLR) of the State Bank of India plus one (1) percent p.a. The PLR shall be taken as applicable on date of release of the advance payment.</p> <p>(c) The advance payment shall be paid only after receipt of proper valid Performance Guarantee and signing of Contract Agreement.</p> <p>(d) The advance payment including interest thereon amount shall be recovered in equal installments for the first eighteen (18) months of service until the advance payment and interest thereon have been fully set off.</p> <p>(e) If for any month, the advance payment recovery installment is more than the amount billed, there will be no negative billing on this account and the balance of recovery will be carried over to subsequent month/s.</p>
<p>8.4(b)</p>	<p>All payments under this Contract shall be made in Indian Rupees (INR).</p>

	Any Payments to be made in foreign currency by Consultants shall be the responsibility of Consultants. As such the monthly statements shall be submitted in respect of remunerations and reimbursable expenditure in Indian Rupees (INR) only.
8.4(c)	No interest shall be paid for any difference of payment added in subsequent payment.
8.4(e)	Payments to the account of Consultant shall be made to: Account Number : {to be specified by Consultants} Account Name : { to be specified by Consultants} Bank Details : { Name, Address, Telephone/Facsimile, Sort code/Swift code/MICR code etc. to be specified by Consultants}
10.2	<p>1. Settlement of Disputes</p> <p>The demand for arbitration shall specify the matters, which are in question, or subject of the dispute/s or differences/s as also amount of claim item wise. Only such dispute/s or difference/s in respect of which demand has been made by the party/parties shall be referred to Arbitration. And other matters shall not be included in reference.</p> <p>2. Nomination of Arbitrators/Sole Arbitrator</p> <p>Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include DFCC officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include DFCC officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision.</p> <p>No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Delhi only. The language of proceedings that of documents and communication shall be English.</p>

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

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

3. No Suspension of Work.

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

4. Award to be Binding on All Parties.

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

5. Rules Governing the Arbitration Proceedings.

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

6. Substitute Arbitrators:

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

7. Interest on Awarded Amount

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

8. Fee to Arbitrators

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

IV. APPENDICES

Appendix A:

Description of the Services

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

Details as per TOR

Appendix B:
Reporting Requirements

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

Please refer TOR

Appendix C:

Key Personnel and Sub-consultants

[List under:

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

Please refer TOR

Appendix D:
Medical Certificate

[Show here an acceptable form of medical certificate for foreign Personnel to be stationed In India. If there is no need for a medical certificate, state here: "Not applicable. "]

The form of Medical Certificate as required under the rules of Govt. of India

Appendix E:

Hours of Work for Key Personnel

[List here the hours of work for key Personnel,' travel time to and from the country of Government (India) for foreign personnel. (Clause GC 4.4(a),' entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.)]

Appendix F:
Duties of the Client

[List here under:

- F-1 Services, facilities and property to be made available to the Consultants by the Client.*
- F-2 Counterpart personnel to be made available to the Consultants by the Client.]*

Please refer TOR

Appendix G:

Cost Estimates in Foreign Currency

List here under cost estimates in foreign currency:

1. *Monthly rates for foreign Personnel (Key Personnel and other Personnel)*
2. *Reimbursable/Rental/Fixed expenditures:*
 - a. *Per diem allowances.*
 - B. *Air transport for foreign Personnel.*
 - c. *Air transport for dependents.*
 - d. *Transport of personal effects.*
 - e. *International communications.*
 - f. *Printing of documents specified in Appendices A and B hereof*
 - g. *Acquisition of specified equipment and materials to be imported by the Consultants and to be paid for by the Client (including transportation to India).*
 - h. *Other foreign currency expenditures, like use of computers, foreign training of Client's staff, various tests, etc.*

Appendix H:
Cost Estimates in Local Currency

List hereunder cost estimate in local currency:

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

**Appendix I:
FORM OF PERFORMANCE SECURITY
(PERFORMAMANCE BANK GUARANTEE)**

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

To
The Managing Director,
Dedicated Freight Corridor Corporation of India Ltd.,
Pallika Bhavan, Sector XIII, R.K.Puram,
New Delhi-110066

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

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

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

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

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way

release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Signature and Seal of the Guarantor _____ In presence of
Name and Designation _____ 1. _____
(Name, Signature & Occupation)
Name of the Bank _____
Address _____ 2. _____
(Name & Occupation)
Date _____

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

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

**Appendix J:
Form of Bank Guarantee for Advance Payments
(Reference Clause 8.4 of GCC)**

(On Non-judicial Stamp Paper of the appropriate value in accordance with Stamp Act. The stamp paper to be in the name of Executing Bank)

Ref: _____ Bank Guarantee: _____

Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.

_____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract") (**name of work**) and the Client having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to (**in words and figures**) as an advance against Bank Guarantee to be furnished by the Consultant.

We _____ (*Name of the Bank*) having its Head Office at _____ (hereinafter referred to as "the Bank"), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Consultant to the extent of _____ - as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant.

The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the Client.

The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or

by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client, at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Client may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 200_____ at _____

WITNESS

(signature) (Signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp)

Attorney as per Power of
Attorney No. _____

Dated _____

Strike out, whichever is not applicable.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank who issues the "Bank Guarantee".

Note 2: The bank guarantee shall be from a Scheduled / Nationalized Indian Bank.