



**REQUEST FOR PROPOSAL (RFP) DOCUMENT**  
**FOR**  
**PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR**  
**CONSTRUCTION OF A CORPORATE OFFICE BUILDING COMPLEX WITH**  
**GRIHA 5 STAR GREEN BUILDING RATING (*of approx. built-up area of 20,000 sqm*)**  
**AT NOIDA (U.P)**

**NIT No.: CPM/DFCCIL/NOIDA UNIT/PMC/C.O.BUILDING/2018/03**

*(Participation through E-Tender only)*

Visit: [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)

Help: Please contact Tenderwizard helpdesk at No. 011-49424365 or Mr. Suraj Singh  
(Mob. No. 9599653865)

Dedicated Freight Corridor Corporation of India Ltd. (*Noida Unit*)  
A Govt. of India (*Ministry of Railways*) Enterprise  
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Ph: 0120-2542889, Fax: 0120-4193877  
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### **Disclaimer**

The information contained in this proposal (*RFP*) document provided to the bidder, by or on behalf of DFCCIL/Noida Unit or any of its employees or advisors, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the bidder with information to assist the formulation of their proposals. This RFP document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for DFCCIL/Noida Unit, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources. DFCCIL/Noida Unit, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

### **Definitions:**

- Employer/Client/Owner means DFCCIL.
- Engineer/Consultant are one and the same thing for this PMC contract and means the PMC Agency.

## CHECK LIST

<b>Check List of items pertaining to Technical Proposal to be Uploaded by the bidder in E-Tender on or before the last Date &amp; Time of Bid Submission</b>	
<b>Document No.</b>	<b>Items</b>
1	EMD of <b>Rs. 8.0 Lakh (Eight Lakh Only)</b> in form of Demand Draft or Banker's Cheque or FDR made in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Schedule Commercial Bank.  <i>(Original EMD instrument to be submitted in CPM/Noida Office in a sealed envelope as per the procedure defined in Section-2 of the Tender Document, before tender submission date &amp; time and scanned copy of the same to be uploaded on E-Tender Portal as proof of submission of EMD).</i>
2	Cost of Bid Document of <b>Rs. 11,800/- (Eleven Thousand &amp; Eight Hundred only)</b> inclusive of GST @18% in form of Demand Draft or Banker's Cheque made in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Schedule Commercial Bank.  <i>(Original DD/Banker's Cheque towards cost of Bid Document to be submitted in CPM/Noida Office in a sealed envelope as per the procedure defined in Section-2 of the Tender Document, before tender submission date &amp; time and scanned copy of the same to be uploaded on E-Tender Portal as proof of submission of Cost of Bid Document).</i>
3	Letter of proposal by Bidder in the prescribed format as per <i>(To be uploaded on E-Tender Portal)</i> <b>Appendix- "A"</b>
4	Power of Attorney for signing the proposal in the prescribed format <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "B")</b>
5	Details of Technical Eligibility to be submitted by the Tenderer <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "D1")</b>
6	Description of each Consultancy Agreement executed by Bidder to illustrate Technical Eligibility [Duly signed by the Client] <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "D2")</b>
7	Detail of Contractual Payment received from Consultancy services by the tenderer to assess the Financial Eligibility <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "E")</b>
8	Bankers' Certificate from a Scheduled Bank <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "F")</b>
9	Detail / Structure of the Consultancy Agency <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "G")</b>
10	Details of Technical and Administrative Personnel available with the Consultancy Agency <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "H")</b>
11	Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "I")</b>
12	Integrity Pact <i>(Tenderer is to first download and then upload the same with his Digital Signature on E-Tender Portal)</i> <b>(Appendix- "L")</b>
13	Affidavit By The Bidder <i>(To be uploaded on E-Tender Portal)</i> <b>(Appendix- "M")</b>
14	<b>In case of Company – Upload following DOCUMENT:</b>  (i) MOA & AOA of the Company (ii) Registration Certificate of Company (iii) Power of Attorney duly registered & notarized by Company <i>(backed by resolution of Board of Directors)</i> in favour of individual, signing the tender on behalf of Company

<b>Check List of items pertaining to Technical Proposal to be Uploaded by the bidder in E-Tender on or before the last Date &amp; Time of Bid Submission</b>	
15	<b>In case of Partnership Firm</b> – Upload the following DOCUMENT on E-Tender Portal: (i) Self-attested copy of registered/notarized partnership deed. (ii) Power of Attorney duly authorizing one or more partners of the firm OR any other person authorized by all the partners to act on behalf of the firm into submit & sign tenders
16	<b>In case of Sole Proprietorship Firm</b> - Notarized copy of Affidavit in support of proprietorship ( <i>To be uploaded on E-Tender Portal</i> ).
17	Goods Service Tax Registration Number and PAN/TAN Card ( <i>applicable to company/partnership firm/sole proprietor</i> ) ( <i>To be uploaded on E-Tender Portal</i> ).
18	Entire RFP document is first to be downloaded from E-Tender Portal ( <i>in PDF Format</i> ) and then, to be uploaded with digital signature by the Authorized Signatory of the bidder.
19	All pages of all the Corrigendum/Addendum/Clarification etc. ( <i>if any</i> ) are first to be downloaded from E-Tender Portal and then to be uploaded with digital signature by the Authorized Signatory of the bidder.
20	Financial Bid ( <i>Microsoft Excel file</i> ) to be filled, saved and uploaded in E-Tender Portal i.e. <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a> .

### **IMPORTANT NOTES:**

1. **Document no. 1 to 17** of the Check List above should be scanned and uploaded at website in '**Document Library**' of the E-Tender Portal [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)) through digital signature and after that, attach all above DOCUMENT in particular tender.
2. Similarly, the document mentioned at S.No. 18 & 19 of the Check List should first be downloaded from E-Tender Portal (*in PDF Format*) and thereafter, upload them to E-Tender Portal, through digital signature in document library & after that, attach the same in particular tender.
3. However, the tenderer(s) **must submit document no. 1 & 2** of the check list in **physical form (originals) in a sealed Envelope** (mentioning heading on the top as *EMD & Cost of Bid Document, with name of work, NIT No. Name & address of tenderer*) to the office of Chief Project Manager, DFCCIL/Noida Unit, D-89, 1<sup>st</sup> Floor, Sector-2, Noida-201301. This sealed Envelope must reach CPM/DFCCIL/Noida office on or before last date & time of bid submission, failing which, the offer of the tenderer would be **summarily rejected**.
4. For Document No. 20 of the Check List, only the downloaded 'Financial Bid' file should be uploaded after filling, saving and digitally signed. **Do not upload scanned copy of 'Financial Bid' in 'Document Library'**. The financial bid (*after filling the rates*) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of CPM/DFCCIL/Noida.

### Data Sheet

S.No.	Item	Description
1	Name of Work	Project Management Consultancy Services for Construction of a Corporate office building complex with GRIHA 5 Star Green building rating ( <i>of approx. built-up area of 20,000 sqm</i> ) at Noida (U.P).
2	Tentative Estimated Cost of Project ( <i>Cost of construction of project for which PMC is sought</i> )	Rs. 130.0 Crore + GST Extra ( <i>Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST</i> )
3	Type of Tender	Open E-Tender ( <i>Two Packet System</i> )
4	Type of Contract	Consultancy Contract
5	Type of Technical proposal required	Combined Quality Cum Cost Based Selection ( <i>CQCCBS</i> )
6	Last Date of Receipt of Pre-Bid Query	Date: 12-11-2018
7	Date of Pre-Bid Meeting	Date: 15-11-2018 Time: 11:00 AM
8	Last date and time of Submission of proposal ( <i>Proposal Due Date</i> )	Up to 15:00 hours on 30-11-2018
9	Opening of Technical proposal	At 15:30 hours ( <i>IST</i> ) on 30-11-2018
10	Date of opening of Financial proposals	To be communicated later to only those bidders /consultants who found technically qualified after opening of technical bid.
11	Duration of PMC Services:	PMC will be for a period of 30 months; however, PMC will be co-terminus with the project and if Building Contractor's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.  Thus, the PMC would be required till completion and handing over of the project to DFCCIL, including defect liability period of PMC Contract.
12	Earnest Money Deposit	<b>Rs. 8.0 Lakh (<i>Eight Lakh Only</i>)</b>
13	Cost of Tender Document	<b>Rs. 11,800/- (<i>Eleven Thousand &amp; Eight Hundred only</i>) inclusive of GST @18%</b>
14	Validity of proposal	120 days from the last date of submission.
15	Evaluation of the Proposals and Scoring Criteria	Refer Section-4

16	Terms of Contractual Payment upon execution of the work	<p>(a) 80 % of the accepted fee percentage would be paid commensurate to payable amount to the Building Contractors, based upon physical progress of the building work, starting from the first on account bill onwards. For example, if the Building Contractor is paid an amount of say 'A' in its first on account bill (<i>excluding GST</i>) then, the amount payable to PMC (<i>excluding GST</i>) would be = 80% x Accepted Fee percentage of PMC x 'A'.</p> <p>(b) 10% shall be paid after completion of work as certified by Engineer and finalization of final bill.</p> <p>(c) 10% shall be payable after the completion of Defect Liability Period of the PMC Contract.</p>
17	Representative/Contact Person of DFCCIL / Noida Unit where queries/ correspondence concerning this RFP to be made	<p>Shri Madhup Kumar Upadhayay Dy. Project Manager/Civil-III Dedicated Freight Corridor Corporation of India Ltd. (Noida Unit) D-89, 1<sup>st</sup> Floor, Sector-2, Noida- 201301 Mobile No: 8826818484 Telephone: 0120-2542889 E-MAIL ID: <a href="mailto:mkupadhayay@dfcc.co.in">mkupadhayay@dfcc.co.in</a></p>
18	Address where Bidders must submit EMD / Tender Document cost in a sealed envelope and where Prebid meeting will be held	<p>Chief Project Manager Dedicated Freight Corridor Corporation of India Ltd. (Noida Unit) D-89, 1<sup>st</sup> Floor, Sector-2, Noida- 201301 Telephone: 0120-2542889</p>

**SECTION-1**

**NOTICE INVITING REQUEST FOR  
PROPOSAL**

**NIRFP No: CPM/DFCCIL/NOIDA UNIT/PMC/C.O.  
BUILDING/2018/03**  
*(Participation through E-Tender only)*

# SECTION – 1

## NOTICE INVITING REQUEST FOR PROPOSAL

**NIT No: CPM/DFCCIL/NOIDA UNIT/PMC/C.O. BUILDING/2018/03**  
*(Participation through E-Tender only)*

1. The Chief Project Manager/DFCCIL/Noida unit for and on behalf of DFCCIL invites Request for Proposal (*through open E-Tender*) in two packet system on prescribed forms from Indian Project Management Consultancy firms having registered office in India, meeting qualifying requirements and having requisite experience and financial capacity for the following work “the Assignment”.

NIT No.	CPM/DFCCIL/NOIDA UNIT/PMC/C.O. BUILDING/2018/03
Name of the work “the Assignment”	Project Management Consultancy Services for Construction of a Corporate office building complex with GRIHA 5 Star Green building rating ( <i>of approx. built-up area of 20,000 sqm</i> ) at Noida (U.P).
Type of Tender	Open E-Tender ( <i>Two Packet System</i> )
Type of Contract	Consultancy Contract
Client/Owner	Dedicated Freight Corridor Corporation Of India Ltd. (DFCCIL), A Govt. of India ( <i>Ministry of Railways</i> ) Enterprises.
Issuance of Tender Document	Can be downloaded from the Website <a href="http://www.tenderwizard.com/DFCCIL">www.tenderwizard.com/DFCCIL</a>
Tentative Estimated cost of Project ( <i>cost of construction of Phase-I only</i> )	Rs. 130.0 Crore + GST Extra ( <i>Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST</i> ).
Earnest Money Deposit	Rs. 8 Lakh ( <i>Rupees Eight Lakh Only</i> ) in form of Demand Draft or Banker’s Cheque or FDR in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.
Non-refundable cost of E-Tender/Bid document	Rs. 11,800/- ( <i>Eleven Thousand &amp; Eight Hundred only</i> ) inclusive of GST @18% in form of DD or Banker’s Cheque in favor of DFCCIL payable at New Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank.
Non-Refundable cost of E-Tendering processing fee	Rs.3000/- + 18% GST inclusive of all taxes and duties to be paid through E-payment gateway to ITI Ltd.
Duration of PMC Services	PMC will be for a period of 30 months; however, PMC will be co-terminus with the project and if Building Contractor’s time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.  Thus, the PMC would be required till completion and handing over of the project to DFCCIL, including defect liability period of PMC Contract.
Defect Liability Period of PMC Contract	06 ( <i>Six</i> ) months
Validity of offer	120 days after the last date fixed for submission of bid including the extension(s) given ( <i>if any</i> ).

<b>NIT No.</b>	<b>CPM/DFCCIL/NOIDA UNIT/PMC/C.O. BUILDING/2018/03</b>
Performance Guarantee	5% of the Awarded Project Management Consultancy Contract Value
Security Deposit/Retention Money	In addition to performance guarantee, the agency will have to deposit 5% of awarded value of the contract towards security deposit <i>(or to be deducted @10% through each running on account bills, after adjusting EMD)</i> .
E-Tendering Website address	<b>www.tenderwizard.com/DFCCIL</b>  For any help in connection with E-Tendering process please contact at Tender wizard helpdesk no. 011-49424365 or Mr. Suraj Singh (Mob. No. 9599653865).
<b>Date &amp; Time Schedule:</b>	
Date of document Download/Sale ( <i>Online</i> )	From Date <b>31-10-2018</b>
<b>Pre-Bid</b> meeting with the prospective bidders	<b>15-11-2018 at 11:00 hrs.</b>
Issue of Corrigendum, if any	On or before three days from date of submission of Tender <i>(on www.tenderwizard.com/DFCCIL)</i>
Date & Time of Submission of Tender	On or before <b>30-11-2018</b> and time upto <b>15:00 hrs</b>
Last date & time of submission of EMD & tender document cost ( <i>In Original</i> )	On or before <b>30-11-2018</b> upto <b>15:00 hrs</b> in the office of Chief Project Manager/DFCCIL/Noida Unit: Address: D-89, First Floor, Sector-2, Noida-201301 ( <i>U.P.</i> )
Date & Time of Opening of Technical Bid ( <i>Online</i> )	On date <b>30-11-2018</b> and time <b>15:30 hrs</b>
Date & Time of opening of Financial Bid (online)	To be communicated later to only those bidders /consultants who are found technically qualified after closure of Technical Evaluation & Selection procedure as defined in Section-4 of the RFP document.

- Eligibility criteria of tenderer shall be assessed as per Section-2, Instruction to Bidders & Eligibility Criteria.
- The RFP can be downloaded from the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). Bidders are advised not to make any corrections, additions or alterations in the downloaded RFP document. In case, any corrections, additions or alterations in the downloaded RFP DOCUMENT are made, such proposal shall be summarily **rejected**.
- The intending tenderer(s) must read the terms and conditions of this bid document RFP carefully and should only submit the proposal bid if considers eligible and in possession of all the DOCUMENT required.
- Information and Instructions for tenderers posted on website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) shall form part of RFP document.
- Interested bidders who wish to participate should visit **E-Tender Portal** on the website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which is the only website for bidding their offer. However, the RFP has also been uploaded on DFCCIL website [www.dfccil.gov.in](http://www.dfccil.gov.in) and Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) **for viewing only**.

7. DFCCIL may issue addendum(s)/corrigendum(s) to the RFP. In such case, the ***addendum(s)/corrigendum(s)*** shall be issued and placed ***only on E-Tender Portal*** [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), at least three days in advance of last date fixed for submission of proposal. The tenderer must keep themselves updated about the latest developments about the tender and ensure that the addendum(s)/Corrigendum(s), if any are downloaded by them from the E-Tender Portal (*in PDF Format*) and thereafter is/are uploaded on the E-Tender Portal through their digital signature.
8. The tender DOCUMENT should be submitted through online mode only in website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). **The offer submitted other than online mode, will not be accepted.** Please refer Section-3 (***Preparation & Submission of Proposal***) to know in detail about procedure for submission of E-tender.
9. To participate in the E-Bid submission, it is mandatory for the bidders to have ***user ID & password*** to login [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL), which has to be obtained by submitting an annual registration charges of INR 2000/- + GST @ 18% to ITI Ltd. through online mode. Bidders will have to pay the Tender Processing Fee to ITI Ltd. through e-payment at the time of request of bid. Already registered vendors with M/s. Indian Telephone Industries Ltd. (*ITI Ltd.*) need not pay registration charges. For further details, Please refer Section-3 (***Preparation & Submission of Proposal***) to know in detail about procedure for submission of E-tender.
10. The intending bidder(s) must have valid ***class-III*** digital signature to submit the bid.
11. Bidder (s) should upload DOCUMENT in the form of JPG and PDF format.
12. The bidder (s) is/are required to quote strictly as per the terms and conditions, specifications, standards given in the tender DOCUMENT and ***not to stipulate any deviations***, else, the offer may be liable to be rejected.
13. Notwithstanding anything stated above, DFCCIL reserves the right to assess the capabilities and capacity of the tenderers to perform the contract in the overall interest of DFCCIL.
14. The bidder(s) if required, may submit questions in writing or Fax at 0120-4193877 or e-mail at [mkupadhyay@dfcc.co.in](mailto:mkupadhyay@dfcc.co.in) to seek clarifications (*on or before the date of pre-bid meeting*) to the Office of the Chief Project Manager, Noida unit, DFCCIL, D-89, 1st Floor, Sector-2, Noida-201301, U.P.
15. Technical proposal shall be opened online on E-Tender Portal at the address given below at the time and date given in NIT. The tenderer or their authorized representatives may attend the opening of technical bid.  
  
Address of Office of the Chief Project Manager/DFCCIL/Noida Unit is as below:-  
***Chief Project Manager/ DFCCIL/Noida Unit, D-89, First Floor, Sector-2, Noida (U.P)-201301.***
16. Financial bid of only technically qualified tenderers will be opened at a later stage. The date & time of opening of financial bid will be communicated later to tenderers after closure of technical selection procedure only.
17. Any tender received ***without Earnest Money & Bid Document*** Cost in the form as specified in tender DOCUMENT shall not be considered and shall be ***summarily rejected***.
18. DFCCIL reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept / reject any or all tenders without assigning any reasons thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding. DFCCIL also reserves the right for asking of any clarification from the tenderers on the submitted bid for evaluation purpose and the tenderer would have to promptly clarify the same.

19. Bidder(s) may note that, they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. **EMD** of such bidder(s) ***shall be forfeited***. The decision of DFCCIL in this regard shall be final and binding.
20. ***JV or Consortium of any kind will not be permitted for this tender.***
21. ***In case the BIDDER is a partnership firm then, the work experience, solvency, turnover and other shortlisting criteria(s) (as specified in the tender document) should be in the name of Partnership firm only.***

We look forward for your active participation.

For & on behalf of DFCCIL  
Chief Project Manager/Noida

**SECTION-2**  
**INSTRUCTIONS TO THE BIDDERS (ITB) &**  
**ELIGIBILITY CRITERIA**

## SECTION – 2

### **Instructions to the Bidders (ITB) & Eligibility Criteria**

#### **1) Introduction**

##### **1.1) General:**

Ministry of Railways (MoR) established the Dedicated Freight Corridor Corporation of India Limited (*DFCCIL*), a Schedule “A” Public Sector Undertaking wholly owned by Ministry of Railways, Govt. of India to undertake planning & development, mobilization of financial resources, construction, maintenance and operation of the Dedicated Freight Corridor project. DFCCIL was incorporated as a company under the Companies Act 1956 on 30th October 2006.

This company is now actively engaged in the implementation of Computerized Multi Modal High Axle Load Dedicated Freight Corridor Project between Delhi-Mumbai under the Western DFC Corridor and Ludhiana-Delhi-Kolkata under the Eastern DFC Corridor.

The DFC project will also restore the Indian Railway’s competitive strength in the freight transportation market and emerge as the ***major low carbon and energy efficient transport system in the country***. It will drive the establishment of industrial corridors and logistic parks along its alignment and play a crucial role in supporting India’s growing economy.

##### **1.2) Project Concept:**

The DFCCIL envisages ***“Construction of DFCCIL Corporate Office Building including Related Allied Facilities at Noida”*** in Phase-I of the Project “DFCCIL Integrated Office Cum Residential Complex with Pre-Certified GRIHA 5 Star Rating in the National Capital Region at Noida-Greater Noida Expressway in village Jhatta, Sector-145, Noida.

DFCCIL management desired to build in phases a very vibrant and dynamic complex which should be self-contained and self- sustaining, with state of art physical, social and economic infrastructure. This complex would be developed on Green Building Concept and will be eco-friendly, energy efficient, modern and integrated with its inspiring existing landscapes.

### 1.3) Master Plan & Location of Proposed DFCCIL C.O. Building Complex:



### 1.4) Project Background & Overview:

- (i) DFCCIL is in possession of free hold land admeasuring 16.8491 hectares (*approx. 40 Acres*) at Noida-Greater Noida Expressway in village Jhatta, Noida. The schematic site plan is as shown above having exact location, adjacent features and boundaries of the land. DFCCIL is fully entitled to develop the said land. The land is almost flat and located in village Jhatta, G.B. Nagar (*U.P.*).
- (ii) On the western & southern side, the site is bounded by Noida-Greater Noida Expressway & Noida-Gr. Noida Metro Line and on the eastern site it is bounded by Hindon river, its bund & forest area. The DFCCIL site lies between two under construction Metro Stations of Noida-Greater Noida metro line being constructed by NMRC.
- (iii) The plot enjoys excellent linkages with other parts of Noida & Greater Noida and is approachable by Noida-Greater Noida Expressway and is approx. 16 km from Mahamaya Flyover in Noida.

### 2) Invitation to submit proposal:

DFCCIL invites E-Tender from eligible Technical Consultants (*"Bidders"*) for providing Project Management Consultancy Services for Construction of a Corporate office building complex with GRIHA 5 Star Green building rating (*of approx. built-up area of 20,000 sqm*) at Noida (*U.P.*).

### 3) Minimum Initial Eligibility Criteria:

- (i) The applicant shall have been involved in Project Management Consultancy related work for the *last 5 (Five) years or more*.

(ii) The single entity tenderer, should have either **completed** one Consultancy contract **OR** one **substantially completed** Consultancy contract (*see para (c) below*) for **eligible assignment** (*see para (g) below*), during the last 5 (*Five*) financial years and the current financial year (*till the tender submission date & time*), of minimum value not less than **Rs. 1.4 Cr.** executed for **Central & State Govt.,** Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation/Autonomous Bodies etc.

- a) The consultancy contract should have been either completed or substantially completed within this period ***irrespective of date of start.***
- b) The consultancy contract shall be treated as completed as, on the date of commissioning of the project (*excluding defect liability/maintenance period*) or completion of the services as certified by the Employer/Client.
- c) A **substantially completed** consultancy contract means a contract, in which, the consultancy fee of ***at least*** eighty percent (80%) of the Consultancy contract value has been received & ***is equal to or more than*** the minimum value stipulated for eligible assignment of present tender (*mentioned in para (ii) above*).
- d) The tenderer shall submit its work experience in the form of eligible assignment in the formats specified at **Appendix-D1 & D2** of **Section-6** as part of its technical offer for demonstrating its technical capacity and claiming technical score.
- e) The tenderer shall submit the completion certificate/ substantially completion certificate from the client(s) for the eligible assignment (*as per the format specified at Appendix-D1 & D2*). All document either original or photocopy **should be attested by Notary.**
- f) In case the tenderer/s is a partnership firm, the work experience **should be in the name of partnership firm only.**

g) **Meaning of Eligible assignment:**

For the purpose of determining the conditions of Eligibility and for evaluating the Technical offers under this tender, completed/substantially completed contracts of **Project Management Consultancy Services/General Consultancy Services/Services of Independent Engineer** (*services actually provided under the contract*) must include construction supervision for the work of ***“Construction of Office / Institutional / Residential Buildings involving Multi-Storey RCC framed structure of more than 04 Floors (including ground floor) OR whose height is 15m or more”***

***Further, building height means the vertical distance measured in the case of the flat roofs from the top level of the adjoining drain to the highest point of the building and in case of sloping roof, the mid-point between the eaves level and the ridge. Architects features serving no other functions except that of the decoration shall be excluded for the purpose of measuring heights.***

***The completed/substantially completed eligible assignment shall also include the supervision of Public health, internal & external electrical works, firefighting works, security systems, HVAC and lifts, interior works etc.***

(iii) **Financial capacity:**

- a) The single entity tenderer, shall have during the last 3 (*three*) financial years and the current financial year, (*till the tender submission date & time*) received minimum total contractual payment **from** Project Management Consultancy services equivalent to **Rs. 6.0 Cr.** for the works executed for Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation/Autonomous Bodies etc.

- b) The tenderer shall enclose with its tender, detail of contractual payment received (*as per the format specified at Appendix-E of Section-6*) duly signed by the tenderer and **statutory auditors duly notarized**, stating the Project Management Consultancy fee received in last 3 (*three*) financial years and the current financial year, (*till the tender submission date & time*).
- c) The tenderer shall submit TDS certificates/Form-26AS/Form-16A and Audited balance sheets/P&L Account clearly indicating the Consultancy Fee received for Project Management Consultancy services from Central & State Govt., Public Sector Undertaking (PSU) of Central & State Govt., Authority/Corporation. All document either original or photostat should be **attested by Notary**.
- d) In case, the tenderer/s is a partnership firm, the turnover etc. shall be in the name of **partnership firm** only.
  - (i) Any entity which has been barred by Central/State Govt. in India, (*or any entity controlled by such barred entity*), from participating in any project, and the bar subsists as on date of tender, **would not be eligible to submit the tender**. The applicant must submit a duly notarized affidavit to this effect.
  - (ii) Conflict of interest: A tenderer shall not have a conflict of interest as per the conditions specified in the tender.
  - (iii) Only those Applicants who meet all of the minimum eligibility criteria specified above shall qualify for further evaluation and who does not meet all the above minimum eligibility criteria will **stand disqualified**.

#### 4) **Desirable Criteria:**

Having experience in PMC for execution of project as per GRIHA norms for achieving 3 or more-star GRIHA rating.

#### 5) **Constitution of the Firm:**

- (i) Tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm / Company. The tenderer(s) who is / are constituents of the firm / Company, shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of attorney along with their tender. Tender DOCUMENT in such cases shall be signed by such persons as may be legally competent to sign them on behalf of the firm / company as the case may be.
- (ii) The tenderer shall give full details of the constitution of the Firm / Company and **shall also submit following DOCUMENT (*as applicable*), in addition to DOCUMENT mentioned above:**
  - (a) **Sole Proprietorship Firm:** The tenderer shall submit the notarized copy of the affidavit in support of Proprietorship.
  - (b) **Partnership Firm:** The tenderer shall submit self-attested copies of (i) registered / notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the agreement, witness measurements, sign measurement books, receive payments, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, Sign "No claim Certificate", refer all or any dispute to arbitration and to take similar action in respect of all tenders / contracts or said tender / contract.

(c) **Companies registered under Companies Act-1956:** The tenderer shall submit (i) the copies of Memorandum of Association (MOA) and Articles of Association (AOA) of the company; and (ii) Power of attorney (*duly registered / notarized*) by the company (*backed by the resolution of Board of Directors*) in favor of the individual, signing the tender on behalf of company.

(iii) If it is mentioned in the tender submission that it is being submitted on behalf of / by a sole Proprietorship Firm / Partnership Firm/ Registered Company etc. but above-mentioned DOCUMENT (*as applicable*) are not enclosed along with tender, the tender ***is liable to be rejected.***

After opening of the tender, any document pertaining to the constitution of the Firm etc. shall not be entertained / considered by DFCCIL, however, DFCCIL reserves the right to ask any clarification in regard to the same.

(iv) The DFCCIL will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the Firm made subsequent to the submission of tender. It may, however, recognize such power of attorney and changes after obtaining proper legal advice.

#### 6) **General Instructions:**

(i) For the purpose of this RFP document, a Business Entity shall mean a sole Proprietorship Firm/ Registered Partnership Firm / a company registered in India under the Companies Act 1956.

(ii) **JV / Consortia shall not be eligible.**

(iii) **Experience of a bidder as a member of consortia, for any project/work shall not be considered.**

(iv) DFCCIL intends to appoint a single entity for the assignment. The aggregated block estimated cost of the project, for which, PMC is required, is expected to be around Rs 130.0 Cr + GST Extra. The contract for civil work has been finalized and other contracts for services, interiors etc. would be finalized in due course of time. The subject PMC is required for supervision of entire work of DFCCIL Corporate Office Building (*Civil / Services / Interior etc.*).

PMC will be for a period of 30 months; however, PMC will be co-terminus with the project and if Building Contractor's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.

Thus, the PMC would be required till completion and handing over of the project to DFCCIL, including defect liability period of PMC Contract.

DFCCIL shall also have the discretion to increase or decrease the scope of services under the assignment.

(v) The Project Management Consultancy Team shall comprise a Team of professionals headed by the Team Leader. The Team Leader shall be responsible for overall supervision, coordination and management of all the project assignment.

(vi) Team leader shall be deployed within 15 days after issuing LOA by DFCCIL whereas the other members of Project Management Team shall be deployed within 30 days after issuing LOA by DFCCIL or as decided by DFCCIL as per the requirement of the project.

The general composition of the PMC shall be as follows:

S. No.	Team Composition	Desired qualification	Desired no. of Personnel	Minimum Experience (Yrs)
1	Team Leader / Resident Engineer / Project Manager	Graduate Engineer	1	15
2	Dy. Project Manager / Asstt. Resident Engineer	Graduate Engineer	2	10
3	Site Engineer ( <i>Civil / Electrical etc.</i> )	Graduate/Diploma Engineer	4	Graduate-5 Diploma-10
4	Quantity Surveyor & Billing	Graduate/Diploma Engineer	1	Graduate-5 Diploma-10
5	Lab Technician	Graduate/Diploma Engineer	1	Graduate-5 Diploma-10
6	SHE Engineer	Graduate / Diploma Engineer	1	Graduate-5 Diploma-8
7	Document Controller	Graduate	1	5

- (vii) However, the exact composition of the team shall consist of any or all the above-mentioned functionaries depending on the requirement of the project. It could also consist of more/less than the number of one type of functionaries, as decided by DFCCIL depending on the requirement of the project. The deployment of the personnel (*continuous or intermittent*) at site shall be done on approval of DFCCIL and decision of DFCCIL in this regard would be final.
- (viii) Maximum age for the personnel in the PMC shall be 55 years for Team Leader and 50 years for other members of the PMC team. However, the maximum age can be relaxed by DFCCIL in case of exceptionally deserving candidate.
- (ix) The bidder is required to submit the CVs of the members of the team proposed for deployment as set out in the RFP, which shall be evaluated as provided in the RFP. The personnel proposed in the team shall be required to attend DFCCIL office for personal interview at their cost. If a person proposed for any position is not found suitable by DFCCIL, another CV shall be submitted and the same procedure shall follow till a suitable person for the given position is approved.
- (x) DFCCIL intends to adopt a single stage (*two-packet system*) bidding process for selection of Project Management Consultant for the assignment. Terms of References and Scope of Service is set out in **Section-4**.
- (xi) The Proposals received from eligible consultants shall be evaluated on the basis of the criteria set out in this RFP document. Each Bidder shall submit a maximum of one (1) proposal for the Assignment. Any Bidder who submits more than one Proposal for the Assignment **shall be disqualified**. The Bidder shall also be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process.
- (xii) The Successful Bidder is required to enter into a Consultancy Agreement with DFCCIL and the draft of the same is set out in Appendix C. The fees shall be paid to the Successful Bidder by DFCCIL in the manner as set out in this RFP document / Consultancy Agreement.
- (xiii) PMC will be for a period of 30 months; however, PMC will be co-terminus with the project and if Building Contractor's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.

Thus, the PMC would be required till completion and handing over of the project to DFCCIL, including defect liability period of PMC Contract.

- (xiv) The Proposal shall remain valid for a period not less than 120 days from the Proposal Due Date (*Proposal Validity Period*). DFCCIL reserves the right to reject any Proposal, which does not meet this requirement. The proposal validity period may further be extended on mutual consent.

## 7) **Earnest Money:**

- (i) The cost of Earnest money deposit as mentioned in NIT shall be deposited by the tenderer in the form of Demand Draft (DD) or Banker's Cheque or FDR in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank only.

The physical form (*originals*) of EMD & Cost of Bid Document shall be sealed in one envelope (*mentioning heading on top as "EMD & Cost of Bid Document" along with Tender No., Name of work and Name & address of Tenderer*) and should be submitted to Chief Project Manager/DFCCIL/Noida Unit, D-89, 1<sup>st</sup> Floor, Sector-2, Noida- 201301 (U.P) on or before the last date & time of Bid submission.'

Tenderer to note that, if EMD (*in the manner specified above*) is not received in original (*before bid submission date & time*) in the office of Chief Project Manager/Noida, then, the tender would be ***summarily rejected***.

Also, scanned copy of the above EMD instrument should be uploaded on E-Tender Portal as the proof of submission of EMD (*refer check list item no.1*).

***Please note that the cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together.***

- (ii) The earnest money shall remain deposited with the DFCCIL for the period of validity of the offer prescribed in this tender i.e. 120 days from the date of opening of tender. If the validity of the offer is extended, the validity of earnest money should also be extended failing which, the offer after the expiry of the aforesaid period may not be considered by the DFCCIL.
- (iii) It shall be understood that the tender DOCUMENT has been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions, thereof in a manner not acceptable to the DFCCIL. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited by the DFCCIL.
- (iv) The EMD is also liable to be forfeited, if any information or document furnished by the successful bidder turns out to be misleading or untrue in any material respect or if the successful bidder fails to execute the consultancy agreement within the stipulated time or any extension thereof provided by DFCCIL.
- (v) The earnest money of the unsuccessful tenderer(s) will, save as here- in-before provided, be returned to the unsuccessful tenderer(s) within a reasonable time but the DFCCIL shall not be responsible for any loss or depreciation that may happen for the due performance of the stipulation to keep the offer open for the period specified in the tender DOCUMENT or to the earnest money while in their possession nor be liable to pay interest thereon.
- (vi) The earnest money of the successful tenderer shall be adjusted towards the security deposit and thus, retained by DFCCIL.

**NOTE: No interest shall be paid by DFCCIL on earnest money amount.**

8) **Cost of Tender DOCUMENT downloaded from internet:**

- (i) Tender document is available on [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL) and the same can be downloaded and used as tender DOCUMENT for submitting the offer. The cost of tender document as mentioned in NIT shall be deposited by the tenderer in the form of Demand Draft (DD) or Banker's Cheque in favor of DFCCIL payable at Delhi/Noida from any Nationalized or Indian Scheduled Commercial Bank only.
- (ii) The physical form (*originals*) of EMD & Cost of Bid Document shall be sealed in one envelope (*mentioning heading on top as "EMD & Cost of Bid Document" along with Tender No., Name of work and Name & address of Tenderer*) and should be submitted to Chief Project Manager/DFCCIL/Noida Unit, D-89, 1<sup>st</sup> Floor, Sector-2, Noida- 201301 (U.P) on or before the last date & time of Bid submission.
- (iii) Tenderer to note that, if the cost of bid document (*in the manner specified above*) is not received in original (*before bid submission date & time*) in the office of Chief Project Manager/Noida, then, the tender would be **summarily rejected**.
- (iv) Also, scanned copy of the above DD/Banker's Cheque should be uploaded on E-Tender Portal as the proof of submission of Cost of Bid Document (*refer check list item no.2*).
- (v) ***Please note that the cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together.***

9) **Clarifications and Amendments to RFP DOCUMENT:**

- (i) Bidders may request a clarification of any of the issue related to the RFP document up to the date indicated in the Data Sheet. Any request for clarification must be sent in writing to the address indicated in the Data Sheet. The responses of DFCCIL will be uploaded in the website ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)), without identifying the source of inquiry.
- (ii) At any time before the proposal due date, the DFCCIL may, whether at its own initiative, or in response to a clarification requested by a firm, amend the RFP by issuing an amendment. The amendment shall be uploaded in the website ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)) only. The amendments shall be binding on the bidders. To give bidders reasonable time to take an amendment into account in their proposals, the DFCCIL may at its discretion, if the amendment is substantial, extend the deadline for the RFP submission by uploading a notice on E-tender Portal only. In case there is a substantial change in RFP, DFCCIL may publish the revised RFP. Revised RFP will be uploaded on E-Tender portal ([www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL)) only.

10) **Conflict of Interest:**

DFCCIL policies require that selected bidders under contracts provide professional, objective, and impartial advice and at all times hold the DFCCIL's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Bidders shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other DFCCILs, or that may place them in a position of not being able to carry out the assignment in the best interest of DFCCIL. Without limitation on the generality of the foregoing, bidders, and any of their associates shall be considered to have a conflict of interest and **shall not be engaged under any of the circumstances set forth below:** -

- (i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment; or

- (ii) If a consultant is associated with or affiliated to a contractor or manufacturer; or
- (iii) If a consultant is associated with or affiliated to or combines the function of consulting with firm that prepared the Detailed Project Report (DPR) or proof checking engineering, design for the projects(s) under assignment.
- (iv) If a consultant is owned by a contractor or a manufacturing firm for the projects(s) under assignment. offering services as bidders for the consultant should include relevant information on such relationships along with a statement in the Technical proposal cover letter to the effect that the consultant will limit its role to that of a consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next five years (*subject to adjustment by DFCCIL in special cases*), that may emerge from this assignment (*including bidding or any part of the future project*). The contract with the consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- (v) If there is a conflict among consulting assignments, the consultant (*including its personnel*) and any subsidiaries or entities controlled by such consultant shall not be engaged for the relevant assignment.

## 11) **Fraud and Corruption:**

DFCCIL requires that bidders to observe the highest standard of ethics during the selection process and in execution of contracts. In pursuance of this policy, the DFCCIL:

- (i) Defines, for the purposes of this provision, **the terms set forth below as follows:**
  - (a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the consultant selection process or in contract execution;
  - (b) “Fraudulent practice” means a representation or omission of facts in order to influence a selection process or the execution of a contract;
  - (c) “Collusive practices” means a scheme of arrangement between two or more bidders, designed to influence the action of any party in a consultant selection process or the execution of a contract;
  - (d) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a consultant selection process, or affect the execution of a contract; and
- (ii) DFCCIL 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;
- (iii) DFCCIL will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in DFCCIL-financed activities if it at any time collusive or coercive practices in competing for, or in executing, an DFCCIL-financed contract; and
- (iv) DFCCIL will have the right to require that, in consultant selection documentation and in contracts financed by the DFCCIL, a provision be included requiring bidders to permit the DFCCIL or its representative to inspect their accounts and records and other DOCUMENT relating to consultant selection and to the performance of the contract and to have them audited by auditors appointed by the DFCCIL.

## 12) Security Deposit:

- (i) The earnest money deposited by the Consultant with this tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment of the contract by the consultant. The balance to make up the security deposit, the rates for which are given below, may be deposited by the consultant or may be recovered by percentage deduction from the consultant's "on account" bills. Provided also that in case of defaulting consultant the DFCCIL may retain any amount due for payment to the consultant on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- (ii) **Recovery of Security Deposit:** - Unless otherwise specified in the special conditions, if any, **the Security Deposit / rate of recovery / mode of recovery shall be as under:**
  - (a) Security Deposit for each work should be 5% of the contract value.
  - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
  - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (*except Note (b) below*); FD etc. shall be accepted towards Security Deposit.
- (iii) Security deposit shall be returned to the consultant after the expiry of the Defect Liability Period in all the cases other than Note (a) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the consultant and that there is no due from the consultant to DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the consultant concerned should be obtained.

### Note:

- a) After the work is physically completed, security deposit recovered from the running bills of a consultant can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
  - b) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.
- (iv) **No interest** will be payable upon the Earnest Money and Security Deposit or amounts payable to the consultant under the contract.

## 13) Performance Guarantee (P.G.):

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (*thirty*) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (*thirty*) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (*thirty*) days, i.e. from 31st day after the date of issue of LOA. In case the consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the **contract shall be terminated duly forfeiting EMD and other dues**, if any payable against that contract. The failed consultant shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee in the following form amounting to 5% of the contract value: -
- (i) Irrevocable Bank Guarantee
- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This P. G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the consultant shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the consultant will not change for variation upto 25% (*either increase or decrease*).

In case, during course of execution, value of contract increases by more than 25% of the original contract value, an additional performance guarantee amounting to 5% (*Fiver percent*) for the excess value over the original contract value shall be deposited by the Consultant.

On the other hand, if the value of the Contract decreases by more than 25% of the original contract value, performance guarantee amounting to 5% (*Five percent*) of the decrease in contract value shall be returned to Consultant. The PG amount in excess of required PG for decreased contract value, available with Railways/DFCCIL shall be returned to Consultant as per their request duly safeguarding the interest of Railway/DFCCIL.

The procedure to release “Excess PG available with Railways/DFCCIL with respect to required **PG for decreased contract value**” will be as under:

- Consultant shall submit his request to release current PG, along with submission of a revised PG of requisite amount as notified/communicated by DFCCIL.
  - DFCCIL shall duly verify and confirm the genuinity of revised PG as per concurrent guidelines.
  - After confirmation regarding genuinity of revised PG of requisite value, earlier PG can be released.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the ‘completion certificate’ issued by the competent authority stating that the Consultant has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on ‘No Claim Certificate’ from the Consultant.
- (f) **Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed.** The balance work shall be got done independently without risk and cost of the failed Consultant, the failed Consultant shall be debarred from participating in the tender for executing the balance work. If the failed Consultant is a JV or a partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.
- (g) The Employer shall not make a claim under the Performance Guarantee except for amounts to which, the DFCCIL is entitled under the contract (*not withstanding and/or without prejudice to any other provisions in the contract agreement*) in the event of:
- (i) Failure by the Consultant to extend the validity of the Performance Guarantee as described herein above, in which event the Employer may claim the full amount of the Performance Guarantee.

- (ii) Failure by the Consultant to pay DFCCIL any amount due, either as agreed by the Consultant or determined under any of the Clauses/conditions of the agreement, within 30 days of the service of the notice to the effect by Employer.
- (iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

**14) Execution of Contract Agreement:**

The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited**, D-89, 1<sup>st</sup> Floor, Sector-2, Noida-201301, U.P., India or if a firm or corporation, a duly authorized representative shall so appear and execute the contract agreement within 30 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case, the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted refuses to execute the contract agreement as here in before provided, DFCCIL may determine that such tenderer has abandoned the contract and there upon, his tender and acceptance thereof shall be treated as cancelled and DFCCIL shall be entitled to *forfeit the full amount of the Earnest Money*.

**15) Indemnity by Consultant:**

The Consultant shall indemnify and save harmless the DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the Consultant, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**16) Force Majeure Clause:**

If at any time, during the continuance of this contract, the Performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or act of God (*hereinafter, referred to events*) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Employer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

**17) Right of Rejection:**

The DFCCIL reserves the right to reject any proposal that does not address all the requirements of the RFP. In addition, the DFCCIL reserves the right to accept or reject any proposal submitted by the Consultants, and to cancel the RFP process and reject all proposal submissions at any time, without thereby incurring any liability to the affected Consultant or any obligation to inform the affected Consultant the grounds for DFCCIL's action.

**18) Disqualification:**

The Selection Committee may disqualify bids on account of but not limited to the **following reasons:**

- (i) If received after the last date and time.
- (ii) If the bidder disregards any of the terms & conditions of the bid and/or leaves any ambiguity in calculation of the consultancy fee
- (iii) If the participant attempts to influence any member of the selection board.
- (iv) Conditional bids.

The decision of the selection committee in the matter of disqualification shall be final and binding on the firms.

**19) Termination of Bid:**

- (i) Against all expectations entertained by DFCCIL, if none of the participating firms could be declared by the selection committee as the winner of the bid, the bidding will be regarded as terminated.
- (ii) DFCCIL reserves right to accept or reject only / all bidders including the lowest bidder without assigning any reason(s) whatsoever.

**20) Settlement of Disputes:**

The decision of the Selection Committee shall be final & binding on participating firms. In the event of any grievance, the aggrieved party may make a representation before the CPM / DFCCIL / NOIDA, within 3 working days of the announcement of the successful bidder. The CPM / DFCCIL / NOIDA will decide upon the issue raised by said aggrieved party and will give it finding in writing within 15 days of receipt of said representation. The findings of CPM / DFCCIL / NOIDA will be final and binding upon the aggrieved party.

**21) Additional Information:**

**The CPM / DFCCIL / NOIDA reserves the right to:**

- (i) Postpone and / or extend the date of receipt of or to withdraw the bidding notice without assigning any reason thereof, entirely at the discretion of the DFCCIL. In such an event, consulting firms shall not be entitled to any compensation in any form, whatsoever.
- (ii) Reject or accept proposals; and
- (iii) Cancel the bidding process and reject all or any of the proposals and will not be bound to accept lowest or any proposal or to give any reasons for the decision in the consultation with the Selection Committee.

## 22) **Brief Description of Work:**

On behalf of President of India, Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, D-89, 1st Floor, Sector-2, Noida-201301 India, herein after referred to as 'DFCCIL' is inviting e-tenders from reputed Firms/ Companies (*having requisite experience and financial capacity*) for providing Project Management Consultancy (PMC) services **for the following work:**

**"Construction of DFCCIL Corporate Office Building including Related Allied Facilities at Noida."**

The proposed DFCCIL Corporate Office Building Complex is the **Headquarters** of Dedicated Freight Corridor Corporation of India Ltd. and has been planned & designed with modern building concepts including Green Building Parameters to achieve **GRIHA 5 Star Rating**.

The scope of work for present tender includes providing of Project Management Consultancy Services for construction of *"DFCCIL Corporate Office Building, including Related Allied Facilities"* at Noida. The scope of consultancy services includes the Supervision & Quality Control of **Civil, Plumbing & Sanitation, Electrical, Fire-fighting, HVAC, Interiors, Landscape & Other related services works**. The building is a Stilt+G+7 storey **RCC framed structure** with approx. built-up area of 20,000 sqm.

### (i) **Estimated cost of the project for which PMC is required:**

Rs. 130.0 Crore + GST Extra (*Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST*).

### (ii) **Time Period for PMC:**

PMC will be for a period of 30 months; however, PMC will be co-terminus with the project and if Building Contractor's time period is extended for whatsoever reasons, PMC also would be deemed to have been extended by the same time period without any extra cost over & above the accepted rate of PMC Contract.

Thus, the PMC would be required till completion and handing over of the project to DFCCIL, including defect liability period of PMC Contract.

## **SECTION-3**

### **PREPARATION & SUBMISSION OF PROPOSAL**

## SECTION – 3

### Preparation & Submission of Proposal

#### 1) **General Instructions (for only E-Tendering system):**

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/Vendors will be the biggest beneficiaries of this new system of procurement. An e-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of e-tendering which can be accessed on <http://www.tenderwizard/DFCCIL> (refer in the BID DOCUMENT).

Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENT”.

#### A) **Accessing / Purchasing of Bid Document:**

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (*in the name of person who will sign the Bid*) from any of the licensed certifying agency (“CA”) [Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)] to participate in e-tendering of DFCCIL.
- (ii) To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI Ltd.
- (iii) The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enabled on E-Tender portal <http://www.tenderwizard.com/DFCCIL>. The Bidder can now pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only.
- (iv) If the Bidder has already registered with the Tender Wizard and validity of registration has not expired, then such Bidder does not require fresh registration. Validity of online registration is one year. Following may be noted:
  - (a) Bids can be submitted only during the validity of registration with the Tender Wizard.
  - (b) The amendments / clarifications to the BID DOCUMENT, if any, will be posted on <http://www.tenderwizard.com/DFCCIL> only.
  - (c) Registration with the tender wizard should be valid at least upto the date of submission of bid.
- (v) Rs 3,000/- + GST @ 18% is applicable towards Tender processing fee (*non-refundable*) and shall be paid to M/s ITI Ltd. towards Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only.
- (vi) To participate in bidding, Bidders have to pay a sum of Rs. 10,000/- + GST @ 18% i.e. Rs. 11,800/- (*Rs. Eleven Thousand & Eight Hundred Only*) as a cost of the BID DOCUMENT (*non-refundable*). Please refer Section-2 of RFP Document.

#### B) **Preparation & Submission of Tender:**

- (i) The Bidder must read all the instructions in the RFP DOCUMENT and submit the tender accordingly.

- (ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory, holding Power of Attorney and Digital Signatory are not the same, the ***bid shall be considered non-responsive***.
- (iii) Before quoting the rate and uploading the 'Financial Bid', bidders are advised to upload scanned copies of all the requisite DOCUMENT (*Item No.1 to 17 mentioned in "Check List of the tender document"*) in the document library of E-Tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-Tender Portal.
- (iv) Similarly, the bidders are required to download the tender document (*Item No.18 of the Check List of the tender document* and Addendum/Corrigendum (*if any*) (*Item No.19 of the Check List of Tender Document*) from the E-Tender Portal (*in PDF Format*) and upload the same through digital signature in the document library of the E-Tender Portal. Thereafter, attach all these DOCUMENT in the particular Tender through E-Tender Portal.
- (v) After uploading above DOCUMENT in the document library and thereafter attaching the same in tender document, bidders should quote their rates in the downloaded 'Financial Bid' file (*Item No. 20 of the Check list of Tender Document*) and save the file on their computer. After saving, the bidder can upload the duly filled in file at E-Tender Portal. The name of the downloaded 'Financial Bid' (*'Financialbid.xls'*) file should not be changed.
- (vi) However, EMD should be submitted to DFCCIL as mentioned in Section 2-Instructions to Bidders & Eligibility Criteria in the RFP Document.

#### **C) Modification / Substitution/ Withdrawal of bids:**

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission, but prior to the Bid Due Date & time. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date & time (*unless the same has been expressly sought for by the Authority*) shall be disregarded.
- (iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid prior to bid due date & time.
- (v) Before withdrawal of a bid, it may specifically be noted that, after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

#### **D) Pre-Bid Meeting:**

- (i) Bidders may request for a clarification on any Clause(s) of the RFP Document on or before the date of Pre-Bid meeting. Any request for clarification must be sent in writing, or by standard electronic means to DFCCIL. DFCCIL will respond in writing or by standard electronic means and will send written copies of the response (*including an explanation of the query but without disclosing the source of query*) to all Bidders. If DFCCIL deem it necessary to amend the RFP Document as a result of clarification or any other reason, it shall do so.

- (ii) At any time before the submission of tender, DFCCIL may modify/amend the RFP document and extend the last date of submission/opening of the tender by issuing a corrigendum/addendum.
- (iii) Any Corrigendum/Addendum thus issued shall form part of RFP document and shall be posted only on Tender Wizard portal and the Bidders are thus advised to update their information by using said website [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL). To give the Bidders reasonable time to take an amendment into account in their bids and on account of any other reasonable circumstances, DFCCIL may at its discretion, extend the deadline for the submission/opening of the tender.
- (iv) A Pre-Bid meeting with the prospective Bidders will be conducted as per the scheduled date & time mentioned in the NIT. However, if any change occurs in date & time of the meeting then it would be communicated through Tender Wizard portal only.

#### **E) Opening and Evaluation of Bids:**

- (i) Opening of Bids will be done through online process.
- (ii) Tender will be opened at the scheduled date & time as mentioned in the NIT, in the office of Chief Project Manager / Noida, **Dedicated Freight Corridor Corporation of India Limited, D-89, 1<sup>st</sup> Floor, Sector-2, Noida- 201301, U.P, India** in the presence of the tenderers or their representatives as may be present at the prescribed date and time.
- (iii) **The TECHNICAL BID** will be opened online and read out in the presence of such tenderer(s) as is/are present. In case, the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time. Any modified date and time for submission of tenders shall be uploaded on [www.tenderwizard.com/DFCCIL](http://www.tenderwizard.com/DFCCIL).
- (iv) After the opening of “TECHNICAL BID” of all the tenderers, these bids shall be scrutinized and analyzed. If, found necessary by the Employer, the tenderers shall be asked to furnish clarifications and the Employer may also hold discussions with the tenderers after giving due notice. The names of the tenderers whose bid are considered complete and meet eligibility criteria shall be short listed.
- (v) The **FINANCIAL BID** shall be opened on a subsequent date and time duly notified well in advance. The Financial bids of only those tenderers shall be opened who are short listed after scrutiny of their Technical bid. The Financial bid of the tenderers who do not qualify during scrutiny of Technical bid shall not be opened. **The time of opening, date and venue shall be advised to qualified tenderers** well in advance to enable them to depute their representative. The earnest money of non-qualifying tenderers will be returned within a reasonable period of completion of results of Technical bid.

#### **2) Clause applicable for tender DOCUMENT downloaded from Internet:**

- (i) Tenderer/s is free to download tender DOCUMENT at their own cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. **Master copy of the tender document will be available in the office of Chief Project Manager, D-89, 1<sup>st</sup> Floor, Sector-2, Noida- 201301, U.P., India.**
- (ii) After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief Project Manager, Dedicated Freight Corridor Corporation of India Limited, D-89, 1<sup>st</sup> Floor, Sector-2, Noida- 201301, U.P., India and not based on the tender DOCUMENT submitted by the Tenderer. In case of any discrepancy between the tender DOCUMENT downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

### 3) Care in Submission of Tenders:

- (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account with that the rates he enters in the tender forms are adequate and all-inclusive.
- (ii) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(*UTGST*)/respective state's State Goods and Services Tax Act (*SGST*) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding. **Tenders will ensure that full benefit of Input Tax (ITC) likely to be availed by them is duly considered while quoting rates.**
- (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway/DFCCIL immediately after the award of contract, without which no payment shall be released to the Consultant. The Consultant shall be responsible for deposition of applicable GST to the concerned authority.

### 4) Taxes, Duties etc.:

- (i) GSTIN of DFCCIL will be provided to the Consultant along with the letter of acceptance (*LOA*).
- (ii) Payment to the Consultant will be subjected to TDS as per rules in force from time to time. The tax deduction at source (*TDS*) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Consultant by the DFCCIL.
- (iii) Consultant shall submit GST compliant tax invoice containing (*GSTIN of DFCCIL*) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Consultant only after submission of GST compliant tax invoice.
- (iv) No reimbursement on account of increase/decrease in the rate of taxes, levies, duties etc. on input goods/services/work shall be made. Bidder has to make his own assessment of the impact of future variation (*if any*) in rate of taxes/duties/levies etc. in his price bid.

### 5) Other Instructions:

- (i) The Consultants must read the RFP document carefully and submit their bids in strict conformity with the requirements as given in the document. The proposal and related correspondence and DOCUMENT shall be written in English language.
- (ii) The Consultants are advised to acquaint themselves with all information including risks, contingencies and other circumstances in execution of the work at their own risk, responsibilities and cost. Consultants are advised to visit site at their own cost and familiarize themselves with the site.
- (iii) All the persons working for the consultant are also supposed to follow the highest level of work ethics. If any such person indulges in corrupt and fraudulent practices, the Consultant is liable to be disqualified.

- (iv) The Consultant is expected to ensure that person of proven ability and adequately qualified are only employed at site and they work diligently. If client finds any Engineer/ other personnel not up to the mark, the consultant shall withdraw such person(s) from site and replace him / them by posting new ones. In case, an Engineer(s) resigns from his / their employment or is transferred to some other assignment, the consultant shall immediately provide a substitute of equivalent caliber. Consultant shall not make any changes in the personnel deployed by him without prior permission of client.
- (v) Consultants are advised to understand carefully entire scope of work and allied activities involved in the execution of the project.
- (vi) DFCCIL reserves the right to terminate the selection process or postpone the same at any stage without assigning any reasons thereof.
- (vii) For the items included in “Scope of Work” for consultant the elaboration / description of work will not be ground for claiming additional fee or remuneration.
- (viii) **A conditional bid is liable to be rejected.**
- (ix) The proposal on submission by the Consultants shall become the property of the DFCCIL.

## **SECTION-4**

### **EVALUATION AND SELECTION CRITERIA**

## SECTION –4

### EVALUATION AND SELECTION CRITERIA

#### 1) General:

The PMC will be selected based on the total of weighted marks of technical bid & financial bid. There will be a marking system in financial & technical bid having **30% and 70% weightage** respectively in a scale of 100 marks. Firm with the highest weighted marks after final evaluation will be selected.

#### 2) Selection Criteria:

- (i) Rather than automatically accepting the lowest price, the tender evaluation process applies weighting for skills, quality, experience and previous performance in a manner to ensure value for money.
- (ii) To assess tenders, a system of criteria intended to encapsulate the competence of the tendering organization to undertake the project is used to rate the firm's bid.
- (iii) All relevant information requested in the RFP DOCUMENT and provided with the RFP is used in the RFP evaluation.
- (iv) Selection criteria are intended to assess the competence of the tendering organizations to achieve the required project outcome and are used to rate each of the tenders.

#### 3) Criteria for Evaluation:

##### (i) Evaluation of Technical Offers:

- (a) Only those Tenderers whose tenders are found responsive and who meet the eligibility criteria specified in Clause-3 of Section-2 shall qualify for evaluation under this section. Tenders not meeting with the requirements at any stage as specified above shall be rejected. Tenderers will be evaluated on the basis of Tenderer's relevant experience. Only those Tenderers whose Technical Offer score **60 (sixty) marks or more** out of 100 (*Hundred*) marks shall qualify for further consideration and selection. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score and Financial Bids of such failed bidders will not be opened.

- (b) The scoring criteria to be used for evaluation of technical offer shall be as follows:

Item Code	Parameter	Maximum marks	Criteria
1.	Firm's Relevant Experience	90	For completed / substantially completed Eligible Assignments as defined in Clause-3 of Section-2, marks will be allotted as per the following: 1) For <b>one substantially</b> completed Eligible Assignment: <b>60</b> marks 2) For <b>one completed</b> Eligible Assignment: <b>66</b> marks 3) For <b>two substantially completed</b> Eligible Assignments: <b>66</b> marks 4) For <b>more than two substantially completed</b> Eligible Assignments: <b>72</b> marks

			<p>5) For <b>one completed and one substantially completed</b> Eligible Assignment: <b>72</b> marks.</p> <p>6) For <b>one completed and two or more substantially completed</b> Eligible Assignments: <b>75</b> marks</p> <p>7) For <b>two completed</b> Eligible Assignments: <b>78</b> marks</p> <p>8) For <b>two completed and one substantially completed</b> Eligible Assignment: <b>84</b> marks.</p> <p>9) For <b>two or more completed and two or more substantially completed</b> Eligible Assignments: <b>90</b> marks</p> <p><b>Note-</b> The meaning of substantially completed assignment is defined in Clause-3 (ii)(c) of Section-2.</p>
2.	Experience in Green Building (GRIHA/LEED)	10	<p>1) For <b>one substantially completed</b> Eligible Assignment: <b>06 marks</b></p> <p>2) For <b>one completed</b> Eligible Assignment: <b>10 marks</b></p>

- (c) DFCCIL will notify the Consultant who secure the minimum qualifying technical score, indicating the date and time set for opening of the Financial Bids through notification on E-Tender Portal.

**(ii) Financial Bid Opening and Bids Evaluation:**

- (a) The Financial Bids will be opened publicly in the presence of bidders' representatives who choose to attend. The name of the bidders, their technical scores and the proposed quote will be read aloud and recorded when the Financial Bids are opened.
- (b) Prior to evaluation of the Financial Bids, the Evaluation Committee will determine whether the Financial Bids are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- (c) The rate quoted by the bidder in the Financial Bid shall be deemed as final and reflecting the total cost of services. The evaluation shall be inclusive of all taxes, duties, levies but excluding GST under the Applicable Law of the land.

**4) Award of contract:**

**(i) Selection of Bidder for Award of Work:**

The final selection of the tenderer for the award of work will be based on the scores secured by it in the Evaluation of Technical Bid and the price quoted by it in the financial bid as detailed below:

- (a) **70% weightage** will be considered for Technical Score (TS) obtained in the Evaluation of Technical Bid
- (b) **30% weightage** will be considered for the price quoted by the bidder in the financial bid, this will be termed as Financial score (FS).

Financial score of the proposals will be determined using the following formula:

$FS = 100 \times (FL/F)$  where FS is the financial score of an applicant. FL is the lowest financial proposal among all and F is the financial proposal of the particular applicant.

- (c) For the purpose of calculation of Composite score (S) for each bidder, the weightage shall be **70%** for the Technical Score (TS) and **30%** for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula:

$$\mathbf{S = TS \times 0.70 + FS \times 0.30.}$$

Tenderers will be ranked accordingly to their Composite Scores and will be listed in the order of merit as H 1, H 2 and H 3 and so on. The top scorer (H 1) would be eligible and may be invited for negotiations (*if required*) and shall be recommended for award of work accordingly.

In case of a tie (*having same composite score*), the bidder getting higher technical score will be ranked higher.

## **SECTION – 5**

### **Terms of References & Scope of Services**

## **SECTION – 5**

### **Terms of References & Scope of Services**

#### **1) Objective of the Assignment:**

- (i) The objectives of the consultancy service is to ensure timely completion of construction works with due regards to sound contract management, quality, safety and environment practices in accordance with the contract provisions

- (ii) **The broad scope of services shall include but not limited to the following:**

The Consultant shall provide Project Management Consultancy (PMC) Services *“For Construction of A Corporate Office Building Complex With GRIHA 5 Star Green Building Rating (of approx. built-up area of 20,000 sqm) at Noida (U.P)*

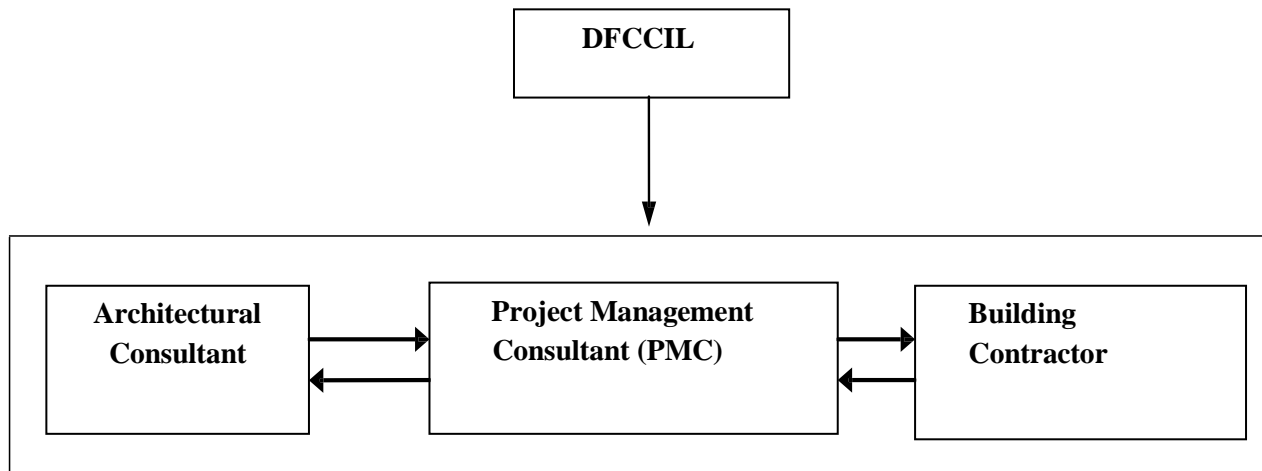
- (a) In the process, the Consultant shall monitor and control the progress to keep the works completed on Schedule and within Budget.
- (b) The Consultant shall be fully responsible for monitoring quality and standards for the project and shall ensure for necessary statutory compliances.
- (c) The Consultant shall ensure that all the components of the work are carried out in full compliance with the engineering design, technical specifications and contract conditions.
- (d) The Consultant shall make adequate and correct documentation of the project for dealing with legal and contractual aspects of the civil works.
- (e) Consultants are required to provide particular emphasis on safety during construction.

- 2) The total built area of proposed Corporate office building would be approximately 20,000 sqm along with all allied facilities such as road, electricity, PHE etc. etc.

#### **The brief scope of work, for which, PMC is being hired:**

- (i) Main corporate office building of (S+G+7) consisting of stilt parking with grand entrance lobby and podium floor with water proofing treatment for beautiful landscaping gardens and 7 storeyed office floors R.C.C. frame structure with column beams, filler walls of AAC blocks, internal plaster on walls, external walls with double layer plaster finished with weather proof texture paint as per scheduled items including MEP Services, interior works etc. and any other services required for smooth functioning of the complex.
- (ii) Providing Facade envelope with structural glazing, semi structural glazing and curtain glazing, vision panels and openable doors on patch fittings etc.
- (iii) RCC structure for STP and ETP, UGT, Fire static tank, Overhead tanks (*above building*)
- (iv) Boundary wall on R.C.C. column beam frame including brick work, plaster, M.S. railing, fencing with rectangular welded mesh paint finish.
- (v) Iconic main entrance gate with security room and allied services.
- (vi) Cement Concrete paved roads, parking areas, R.C.C. pipe culverts and cross services sleeves in R.C.C. Hume pipes for drainage, water supply and electrical works.
- (vii) Maintaining 5 Star GRIHA Green building guidelines during construction activity of buildings.

- 3) The Architects engaged by DFCCIL will prepare the concept designs and architectural details of the buildings including structural designs & details of MEP services and interiors etc.
- 4) **Model Structure for PMC Interface:**



5) **Scope of Work:**

- (i) PMC will plan, coordinate and execute the activities leading to the construction of buildings and campus developments on site. All the activities till the completion of buildings & their handing over will be taken care of by PMC. All functions, other than those assigned to the Architect as per scope of work, required for developing the total infrastructure till handing over of the completed buildings and other infrastructure of the campus, will have to be performed by the PMC.
- (ii) PMC will review, study and analyze the briefs, designs, concepts, preliminary & detailed designs, estimates, etc. and get the work executed as per specifications & requirements approved, by following applicable CPWD /Govt. procedures.
- (iii) PMC will coordinate with the firm for timely execution/completion of the project based on functional requirement of DFCCIL. In addition to this PMC shall also ensure that the contract clauses whether related to quality or quantities of work are respected and the works are executed in accordance with its provisions.
- (iv) The PMC will supervise the construction work to ensure adherence to the drawings, prescribed high standards of quality and timely completion of the project and verify and certify the Building Contractor's bills to DFCCIL for payment.
- (v) PMC will make all engineering decisions (*on behalf of DFCCIL*) including necessary correspondence with architects, firms etc. required for the successful and timely implementation of the Project after consulting with DFCCIL.
- (vi) PMC will ensure adherence to relevant CPWD specifications, BIS codes, CVC guidelines, environment and other regulatory requirements and will also ensure observance of all formalities/ DOCUMENT/ day to day activities as defined in CPWD Works Manual for execution of 'Works Contract' and as directed by DFCCIL from time to time.

- (vii) DFCCIL may at its discretion, hire the services of an independent agency for quality audit for checking and ensuring the quality of construction to which the PMC will render due assistance in discharge of their duties.
- (viii) The construction work is open to technical/quality audit/ financial audit by any authorized Government agency to which the PMC will render assistance in discharge of their duties.
- (ix) PMC shall be fully responsible for quality control and shall put in place such measures as are essential for ensuring regular on site quality checks. The PMC shall ensure third party test of materials and any equipment (*preferably from a Government Institute like IIT/NIT/PEC etc.*), if required as per the provisions given in Works Contracts.
- (x) The project shall be headed by sufficiently senior and competent person having relevant experience and of impeccable integrity. The PMC shall submit the tentative organization chart for managing the project so that appropriate decisions are taken quickly. However, the actual number of technical personnel to be deployed and the deployment schedule shall be prepared by the PMC and mutually agreed upon after award of work. This schedule shall be prepared in a manner that all the functions required to be performed by the PMC as per the scope of their work are performed completely and efficiently. The deployment schedule shall be reviewed from time to time and necessary revisions / adjustments shall be made in the schedule as may be found necessary on the basis of joint assessment of the site requirements by the DFCCIL and the PMC. The Project Head and other officials assisting Project Head shall not be changed during the implementation of the project except with concurrence of DFCCIL.
- (xi) PMC shall execute the project in a time bound manner and hand over the building / other works complete in all respect certified by DFCCIL within the time limit stipulated in the contract agreement of “Building Contractor(s)”. PMC shall ensure that no time and cost overrun occurs. PMC shall provide Construction Management Services from the start of construction and handing over of the project to the DFCCIL for use. It shall also be the responsibility of the PMC to liaise and coordinate with various agencies for smooth execution of the project.  
**Responsibilities of Project Management Consultant for construction stage shall, inter-alia, be as under:**

- (a) Prepare detailed coordinated construction schedule.
- (b) To ensure that the construction drawings are finalized after coordination with other disciplines and all agencies to have clear demarcated responsibility.
- (c) Check and finalize firm’s detailed programme of activities commensurate with the RFP provisions.
- (d) Check and approve all firms, sub-firms and agencies through DFCCIL for carrying out the works.
- (e) Day-to-day supervision of work to ensure proper quality, workmanship and timely completion of the work by employing adequate number & level of engineers & supervisory staffs as per sound engineering.
- (f) Checking fabrication drawings, bar-bending schedules and all other architectural/Structural details during construction.
- (g) Conduct site meetings & coordination meetings with all agencies for timely completion of the project.

- (h) Carry out quality assurance checks & adhere to maintain quality reports.
- (i) Provide effective coordination between various agencies working at the site and the firm to ensure timely availability of the inputs required for un-interrupted construction at site all in accordance with agreed programme of the activities.
- (j) Fully responsible for getting the project work executed as per drawings & specifications and should also ensure completion of job, quality expectations, within sanctioned cost outlay of the project. In case of any deviation from the preliminary approved drawings during execution of the works, the same shall be referred to DFCCIL for approval.
- (k) Rendering timely advice for implementing special measures for effecting cost/quality/time benefit for the project.
- (l) Interact & Liaise with DFCCIL to understand, integrate and link the services to the building services.
- (m) Provide detailed justification for necessity of changes in terms of design, quantities, and specifications etc. & obtain approval thereof from DFCCIL. In case there is likelihood of excess expenditure over the approved preliminary estimates at any stage of work, PMC shall submit revised detailed estimates along with justification for effected items of work for approval from DFCCIL. DFCCIL shall release further funds as per these approved revised estimates.
- (n) Provide quick clarifications to designs or details that have been provided vide drawings or immediate solutions to the clarifications sought by the Vendors/Firms.
- (o) Check and inspect testing of materials and work as required. If so required, testing and checking of manufactured items have to be carried out at the manufacturer's factory as per provision in the Contract.
- (p) Drawing up and putting in place a Quality Assurance Plan as well as a Safety Assurance Plan along with an appropriate and efficient mechanism to ensure their effective implementation at site.
- (q) Checking and Certification of firms running and final bills of the works executed for the purpose of payment to be released to the construction agencies.
- (r) To reply and settle the observations/objections/ paras (*if any*) of the Chief Technical Examiner, Audit or any other checking / investigating agency of the Government.
- (s) Final inspection, snagging, supervision of testing and commissioning of various systems and assisting the DFCCIL in taking over of various parts of works and of various systems.
- (t) Generate and submit to the DFCCIL time-to-time progress reports in the agreed formats and at the agreed frequency. For this all the necessary data relevant to the execution of work including materials brought and consumed at DFCCIL site, hindrances if any, DFCCIL records of daily labor deployed etc. shall be maintained.
- (u) PMC shall also apprise the DFCCIL of the progress and/or activities of the project on weekly/fortnightly/ monthly basis as deemed fit by DFCCIL by preparing and submitting monitoring reports. **The report shall inter-alia include the following:**

- Name of Project, DFCCIL, Project Management Consultant, Architect and Firm.
- Scope of Works of Firm
- Date of Commencement/ Date of Completion: Scheduled & Actual
- Major Issues and Decisions Pending including Drawings Constraints (*if any*), Site constraints (*if any*), Equipment Constraints (*if any*)
- Status of Progress of Work: Cash Flow Chart, & Bar Chart.
- Areas of Concern
- List of Registers Maintained by PMC
- Labor Deployment Chart.
- List of Equipment Mobilized at Site
- Materials/Personnel at Site
- Status of Payment to Firm
- Quality of Material / Tests
- Cost Split Up of the Package
- Photographs of the Site
- Site Order Book
- Visitor's Site Inspection
- Ensure all statutory inspections and checks.
- Any other important items as deemed fit.

(xii) PMC shall be fully responsible for dealing with the Arbitration cases, if any, for contracts entered between DFCCIL and various agencies. PMC will prepare claims/ counter claims, attend hearings and provide all necessary assistance to DFCCIL till final settlement of disputes which shall be governed by following Arbitration & Conciliation Act 1996.

## 6) Architectural & Other Details

The Project Management Consultant (PMC) will ensure that all design, drawings, details, specifications including those of Architect / Building Contractor are sufficient for execution of the Project. In case any drawings, details etc. are lacking in the opinion of the Consultant, the same shall be intimated to the Employer in writing. The Consultant may also liaise with the Architect/ Building Contractor for providing / making good the deficiencies to avoid any delay of the project, keeping the client informed of such liaison with the Architect/ Building Contractor, **for which, PMC will act as below:**

(i) **Project Management:**

- (a) Conduct 'Kick-off' project meetings to facilitate total project review;
- (b) Prepare Work – Break down Schedule for the project based on financial model and time.
- (c) Prepare systems for Cost Controlling & Time Management.
- (d) Prepare master project schedule & project execution plan and present the same for approval to DFCCIL. Identify Critical Path Activities and establish sign off dates for key activities.
- (e) Establish key project risks, bottlenecks and set plans to mitigate them.
- (f) Co-ordination with the Architect for Architectural drawings in terms of clarification, modification if required due to site conditions. Also, co-ordination with respect to utilities & services, interior and landscape works for smooth and efficient functioning of the project.
- (g) Work should be executed based on Employer's conceptual guidelines and approved architectural designs.
- (h) Ensure that applications for statutory approvals and consents etc are submitted in accordance with programs and bringing it to the notice of the Employer for any potential delays.
- (i) Provide Value Engineering service that will result in economical and quality product.

(ii) **Proof Checking MEP Services:**

The Architect, through DFCCIL, will provide proof checking of MEP services designed by him (*if required*) and PMC will evaluate the same from design, technology, time to implement, cost & quality perspective.

(iii) **Proof Checking of Structural Designs:**

The Architect, through DFCCIL, has to get the structural design of buildings / structures proof checked by IIT/NIIT as per their contract conditions. The PMC will ensure compliance of the proof checking.

(iv) **Proof checking of Utilities & Services by Architect (*wherever required*)** –The utilities & services shall include and not limited to:

- (a) HVAC Works
- (b) Electrical Works
- (c) Plumbing, Water supply and Sewage Treatment Plant
- (d) Road
- (e) Fire Detection & Fire Fighting Works
- (f) Security System / Access Control
- (g) Audio Visual System
- (h) Solar Water Heating System & Solar Energy Utilization
- (i) Telephone System
- (j) Voice & Data communication system
- (k) Rain Water Harvesting
- (l) Landscape Work
- (m) UPS, Back-up Power Source and Intelligent Lighting System, etc.

The PMC will ensure compliance of the proof checking.

**7) Activity to be ensured at Pre-Construction Stage:**

- (i) Discussions with DFCCIL and finalization of project brief including illustrating the DFCCIL's requirements.
- (ii) Checking of the Architectural, technical specifications, services and all other drawings submitted by Architect/ Master Planner to ensure their completeness/ correctness.
- (iii) PMC will be responsible for review the structural drawing prepared by Architect and can suggest any remedial measures as per site condition, if required.
- (iv) Ensure timely collection, checking and submission of shop drawings / technical submittals viz. material specification sheets, technical literatures and ensure that GFC (*Good for Construction*) drawings are followed for execution.
- (v) Hold vendor interaction meetings, pre bid meetings and ensure clarity on queries generated.
- (vi) Preparing detailed PERT/CPM charts.
- (vii) Cash flow chart.
- (viii) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of DFCCIL shall be final in this regard.

**8) Activity to be ensured at Construction Stage:**

**(i) Construction:**

- (a) Analysis for the various project related activities with reference to time frame, resource allocation & scheduling using latest techniques and software as approved by the DFCCIL.
- (b) Attend periodic meetings to review the progress of the project works in terms of various buildings and services. Such meetings shall be held with the Architects, Firms, Employer and Sub-Consultants (*if any*).
- (c) Review and monitor the Firm's quality control and quality assurance procedure in co-ordination with the Architects.
- (d) Manage and inspect on site activities / day-to-day supervision of works under execution to achieve high quality construction and installation in accordance with drawings and specifications; construction and installations are as per design intent and as per approved method statement; right sequence of construction is followed.
- (e) Construction is as per time lines; material delivery schedules are as per project time lines;
- (f) Record measurement of works under execution in proper Measurement Books (MB) and keep proper custody of the MBs to be produced for inspection, of measurement records whenever needed;
- (g) Provide the Employer and the Architect with necessary data required for expeditious decision making.
- (h) Furnish Financial & Physical progress reports as required by DFCCIL based on predetermined formats & time schedules.

- (i) Checking of bill of the quantities prepared & submitted by the firm including cost estimates.
- (j) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of DFCCIL shall be final in this regard.

**(ii) Cost Management:**

- (a) Prepare and maintain project master cash flow.
- (b) Establish a design control system to identify changes, so that timely action may be taken in order to remain within budget.
- (c) Obtain authorization of Employer for variations in design when agreed limit of authority is exceeded.
- (d) Scrutinize and check applicability of extra items, substituted items, deductions, reductions etc. which have cost implications and take prior approval of the Employer in authorizing such changes in works.
- (e) Scrutinize construction bill, prepare regular valuations and payment certificates of Firms' / Vendors bills for payment in accordance with the contract, after ensuring deductions of statutory taxes.
- (f) Submit to Employer periodical statement of costs incurred at various stages of works and provide to Employer deviation statement of costs compared to budgeted costs for various stages against cash flow.

**(iii) Safety Programs:**

- (a) Have adequate safety supervision in place to ensure that safety programmes set up by the firms/agencies are in compliance with prevalent laws and regulations.
- (b) Review safety programs developed by each of the trade firms, prepare and submit a comprehensive safety program.
- (c) Monitor day to day implementation of safety procedures.

**(iv) Labor Regulations Compliance:**

- (a) Co-ordinate Firms' compliance with requirement of Labor Laws, Welfare measures as per the law of land.
- (b) Co-ordinate with Firms' execution of works including off-site movement of materials to ensure that there is minimal disruption in the neighborhood.

**9) Activity to be ensured Post Construction Stage:**

During this phase, the activities are likely to be as under:

- (i) Settlement of all accounts of the firms.
- (ii) Witness testing & commissioning of all utilities and certify the same.
- (iii) Provide project completion report which shall contain all technical, functional and financial information of the project.

- (iv) Co-ordinate with vendors/ firms and arrange for user operation & maintenance manuals and training to client's representatives. All warranties and guarantees on equipment/fixtures etc. procured by the firms shall be in the name of DFCCIL. For specialized works like lifts, air conditioning, DG sets, power substations, fire-fighting etc. a suitable operation and maintenance provision be made by PMC with the stipulation that after handing over of these works, DFCCIL shall enter into a supplementary agreement for operation and maintenance with the firms on same terms and conditions.
- (v) Provide adequate engineering and supervisory staff for day to day inspection / monitoring of works and during Defect Liability Period and issue of timely notice to vendors/agencies for rectification of defects, if observed.
- (vi) Provide all DOCUMENT / reports / statements of facts / counter statement of facts for settling Audit / CTE's observations and arbitration cases etc. including attending the hearings as and when required by the DFCCIL and providing necessary support as may be required by the DFCCIL from time to time.
- (vii) Any other activity that is deemed necessary for the project execution & completion, but not included in the above-mentioned list shall form the part of scope of work of the PMC and the decision of DFCCIL shall be final in this regard.

#### 10) **Other Responsibilities of PMC:**

- (i) Settlement of all accounts of the firms including reconciliation of materials supplied to the firms if any.
- (ii) Ensuring of defect liability activities by the firms during the respective liability period.
- (iii) Preparation of Final Report, which shall contain technical & financial information of the project.
- (iv) Records related to the PROJECT & maintained by PMC during PROJECT execution shall be handed over to the DFCCIL on completion of the PROJECT.
- (v) PMC will ensure all possible mandatory tests at site.
- (vi) Checking & finalization of final estimates, assisting in the audit/ technical observation, etc. (*if any*).
- (vii) PMC shall prepare draft replies and get it vetted from DFCCIL in replying to the observations made by CTEs branch/ CAG Audit/ Vigilance etc., if required.
- (viii) PMC shall handover the campus complete in all respect, free from all encumbrances including the vacation of temporary workers' hutments etc. at site, if any to the DFCCIL.
- (ix) PMC shall maintain all registers/records during execution of works as stipulated in CPWD Works Manual 2010 (*amended time to time*).
- (x) At the end of every financial year and at the end of the project, PMC shall submit an expenditure and utilization of funds statement in the format of CPWD Manual as per the prescribed procedure laid down.

#### 11) **Obligation of DFCCIL:**

- (i) The DFCCIL shall designate in writing a representative or representatives, authorized to act on its behalf with respect to the project. This designated representative shall interact with PMC on all matters.
- (ii) To provide assistance to the extent possible to firm for obtaining electrical and water connections.

- (iii) DFCCIL shall hand over the site to PMC for execution of the work.
- (iv) To pay bills of PMC.

**12) Deployment of PMC Personnel:**

DFCCIL shall instruct the consultant to empanel personnel in advance, for the PMCs as it may deem necessary as per the implementation plans of projects. The Consultant shall submit CVs of personnel proposed to be deployed within 15 (*Fifteen*) days of written intimation issued by DFCCIL. The qualifications and experience of personnel shall conform to the qualifications and experience set out in the TOR. The age of Team Leader shall not exceed 55 (*Fifty Five*) years and should not exceed 50 years for the other members of the team. However, the maximum age can be relaxed by DFCCIL in case of exceptionally deserving candidate. DFCCIL may conduct interview of each personnel at CPM Noida office. All the cost related to the interview shall be borne by the Consultant. If the personnels are found suitable, a written approval shall be issued by DFCCIL. If any personnel is not found suitable, DFCCIL shall request the consultant to submit other CVs and the same procedure of approval shall follow.

The personnel approved by DFCCIL shall be deployed by the Consultant within 15 (*Fifteen*) days of written intimation issued by DFCCIL.

**13) Replacement:**

- (i) Should it become necessary due to unavoidable circumstance to replace personnel of the team specified by name the consultant would forthwith provide a replacement acceptable to the DFCCIL with comparable or better qualifications and an interview shall be conducted by DFCCIL at CPM Noida office with no extra cost with that replaced personal. The personal shall only be engaged after approval of DFCCIL. In the event that the person replaced is, at the time of replacement, in the field, the consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as agreed between the DFCCIL and the consultant for the person being replaced.
- (ii) In the event that any of the personnel is found by the DFCCIL to be incompetent, or guilty of misbehavior or incapable in discharging the assigned responsibilities satisfactorily, the DFCCIL may instruct by giving a notice of 7 (*Seven*) days to the consultant, at the expense of the consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the DFCCIL.
- (iii) The decision of DFCCIL in such event shall be final and binding on the consultant.

**14) Deployment Schedule:**

The number of positions and duration of deployment of personnel shall be decided and reviewed and adjusted from time to time by DFCCIL in consultation with the consultant, as may be appropriate for efficient performance of services provided. The consultant shall make adjustment, effective in the deployment schedule, without delay.

**15) Office Setup:**

- (i) **DFCCIL shall provide built up office space** near the project sites free of charge along with electricity and water supply.

- (ii) The Consultant should engage adequate number of necessary office attendants, data entry operators and support staff for the smooth execution of the work. No additional payment shall be made for this purpose.
- (iii) The Consultant, at its own cost procure install , operate, maintain office equipment such as computers, printers & scanners, Fax machine, UPS and other peripherals and all consumables as required for efficient discharge of duties.
- (iv) The Consultant shall procure latest versions of licensed Software including Windows, Auto Cad Civil, and Microsoft Office, Microsoft Project etc. and antivirus software for the project period.
- (v) The Consultant shall procure and keep it activated, internet connection, telephone connections and mobile cell phones for the team members during the project period.
- (vi) The consultant shall operate and maintain at its own cost necessary number of vehicles for the use of its members during the project period.

## **SECTION-6**

### **(Appendices)**

## Section-6 Appendices

TITLE	APPENDIX
Letter of Proposal	Appendix-A
Power of Attorney for signing of Proposal	Appendix -B
Consultancy Agreement	Appendix -C
Summary of Consultancy work executed by the Consultancy Agency to assess Technical Eligibility	Appendix -D1
Description of each Consultancy Agreement executed by Bidder to illustrate qualifications <i>[Duly signed by the Client]</i>	Appendix -D2
Detail of Contractual Payment	Appendix -E
Bankers' Certificate from a Scheduled Bank	Appendix -F
Detail / Structure of the Consultancy Agency	Appendix -G
Details of Technical and Administrative Personnel	Appendix -H
Details of Resources Sheet - Equipment & Softwares available with the Consultancy Agency	Appendix -I
Performa of Performance Guarantee	Appendix -J
Performa of Guarantee Bond Offered by Bank to DFCCIL in connection with the execution of Contracts <i>(Security Deposit)</i>	Appendix -K
Integrity Pact	Appendix -L
Affidavit of the Bidder	Appendix -M
Financial Bid	Appendix -N

***(Letter of Proposal on Applicant's Letter Head)***

To  
 Chief Project manager  
 DFCCIL, Noida Unit  
 D-89, 1<sup>st</sup> Floor,  
 Sector-2, Noida

Dated:

**Sub:** Selection of Consultant for providing **Project Management Consultancy (PMC) Services– “For Construction of a Corporate Office Building Complex with GRIHA 5 Star Green Building Rating (of approx. built-up area of 20,000 sqm) At Noida (U.P)”**

Dear Sir,

1. With reference to your RFP document. NIT No.: CPM/DFCCIL/NOIDA UNIT/PMC/C.O. BUILDING/2018/03

I/we, having examined the Bidding DOCUMENT and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.

2. All information provided in the proposal and in the Appendices are true and correct.
3. This statement is made for the purpose of qualifying as a bidder for undertaking the Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. We certify that we have not been barred by the DFCCIL or any other state government in India (SG) or Government of India (GoI), or any of the agencies of SG/GoI from participating in its projects.
8. **I/ We declare that:**
  - (a) I/ We have examined and have no reservations to the Bidding DOCUMENT, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance the RFP document;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.

Signature of Tenderer

10. I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.
11. I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/ We further certify that no investigation by any regulatory authority is pending either against us or against our Associates or against our Executive Engineer or any of our Directors/ Managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
15. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. I/We have studied all the Bidding DOCUMENT carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any DOCUMENT or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.
18. The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Service Agreement.
19. I/We offer and attach as specified (i) Non-refundable Tender Cost of Rs. 11,800/- (*Eleven Thousand & Eight Hundred only*) in form of Demand Draft/Banker's Cheque made in favor of DFCCIL payable at Delhi/Noida (*from any Nationalized or Indian Schedule Commercial Bank*) (ii) Rs. 8.0 Lakh (*Eight Lakh Only*) in form of Demand Draft/Banker's Cheque/FDR made in favor of DFCCIL payable at Delhi/Noida (*from any Nationalized or Indian Schedule Commercial Bank*) in accordance with the RFP Document.
20. I/We agree to keep this offer valid for 120 (*One Hundred and Twenty*) days from the proposal Due Date specified in the RFP.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully, (*Signature of the Authorized signatory*)  
 (*Name and designation of the of the Authorized signatory*)  
 Name and seal of bidder

### Power of Attorney for Signing of Proposal

Know all men by these presents, We, \_\_\_\_(*name of the firm and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (*Name*), son/daughter/wife of \_\_\_\_\_and presently residing at\_\_\_\_\_, who is [*presently employed with us/ and holding the position of*\_\_\_\_\_], as our true and lawful attorney (*hereinafter referred to as the "Attorney"*) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for selection of **Project Management Consultancy (PMC) Services "For Construction of A Corporate Office Building Complex With GRIHA 5 Star Green Building Rating (of approx. built-up area of 20,000 sqm) At Noida (U.P)"** but not limited to signing and submission of all applications, Proposal and other DOCUMENT and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that al acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

For \_\_\_\_\_ (*Signature*)  
(*Name, Title and Address*)

## CONSULTANCY AGREEMENT

THIS AGREEMENT (“Consultancy Agreement”) is made on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2018 at DFCCIL/Noida Unit.

**BETWEEN**

Dedicated Freight Corridor Corporation of India Limited, incorporated under the laws of India and having its principal place of business at, Pragati Maidan Metro Station Building Complex, New Delhi, India – 110001 (*hereinafter called ‘the Employer’*),

AND

-----, a company / corporation incorporated under the laws of----- having its principal place of business at -----, (*hereinafter referred to as the “Consultant”*) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns of the Other Part

DFCCIL and the Consultant are collectively referred to as 'Parties' and individually as “Party”.

**WHEREAS:**

In reference to a call for Tender for “*PROJECT MANAGEMENT CONSULTANCY (PMC) SERVICES FOR- CONSTRUCTION OF A CORPORATE OFFICE BUILDING COMPLEX WITH GRIHA 5 STAR GREEN BUILDING RATING (of approx. built-up area of 20,000 sqm) AT NOIDA (U.P)*”

As per Tender No. “*CPM/DFCCIL/NOIDA UNIT/PMC for DFCCIL CORPORATE OFFICE BUILDING/2018/03*”, the Consultant has submitted a Tender hereto and whereas the said Tender of the Consultant has been accepted for PMC for “*CONSTRUCTION OF A CORPORATE OFFICE BUILDING COMPLEX WITH GRIHA 5 STAR GREEN BUILDING RATING (of approx. built-up area of 20,000 sqm) AT NOIDA (U.P)* as per copy of the Letter of Acceptance No----- dated ---- complete with enclosure at the accepted rates.

The following shall be a part of Consultancy Agreement:

- (i) Appendix A: Letter of Proposal
- (ii) Appendix B: Power of Attorney for signing of proposal
- (iii) Appendix C: Consultancy Agreement
- (iv) Appendix F: Bankers Certificate from Schedule Bank
- (v) Appendix-J: Banks Guarantee for Performance Security as per the specified format
- (vi) Verification of the Bank Guarantee
- (vii) RFP document
- (viii) Appendix G: Detail/Structure of Consultancy Agency
- (ix) Appendix H: Details of Technical and Administration Personnel, in the organization and to be employed for the work.
- (x) Appendix I: Detail of Resource Sheet-Equipment & Software’s available with consultancy agency
- (xi) Appendix L: Integrated Pact duly signed by the agency

- (xii) Appendix M: Affidavit of the bidders
- (xiii) DOCUMENT regarding Constitution of the Firm (*Proprietorship Certificate/Partnership-Deed / MOA & AOA of the Company, and related DOCUMENT*).
- (xiv) Appendix-N: Accepted Financial Bid
- (xv) Any correspondence made with the bidder past opening of financial bid and before acceptance of the tender.

### **General Condition of Contract:**

NOW, THEREFORE, in view of the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

#### **1. Relationship between the Parties:**

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between DFCCIL and the Consultant. The Consultant, subject to this Agreement, has complete charge of personnel performing the Services conforming to all statutory requirements with respect to the personnel deployed and providing all appropriate benefits to them and shall be fully responsible for the Services performed by it or on its behalf. The Agreement shall commence on the date it is executed by the Parties.

#### **2. Terms of Payment:**

The following terms of payment shall be applicable upon signing of the agreement:

- (a) 80 % of the accepted fee percentage would be paid commensurate to payable amount to the Building Contractors, based upon physical progress of the building work, starting from the first on account bill onwards. For example, if the Building Contractor is paid an amount of say 'A' in its first on account bill (*excluding GST*) then, the amount payable to PMC (*excluding GST*) would be = 80% x Accepted Fee percentage of PMC x 'A'.
- (b) 10% shall be paid after completion of work as certified by Engineer and finalization of final bill.
- (c) 10% shall be payable after the completion of Defect Liability Period of the PMC Contract.

#### **2.1 The key deliverables would be as per the following table:**

##### **Reports**

- 1. The consultant shall submit 5 hard copies and 2 soft copies in CD ROM the following reports to the DFCCIL:

<b>S.No.</b>	<b>Report</b>	<b>Frequency</b>	<b>Due Date/Time</b>
1	Inception Report	One Time	Within 15 days of Issue of work order
2	Quality Assurance (QA) DOCUMENT	One Time	Within 30 days of Issue of work order
3	Construction Supervision Manual	One Time	Within 30 days of Issue of work order
4	Progress Report	Weekly, Fortnight Report & Every month	Fortnight Report: 3rd day on expiry of Fortnight & Monthly: Before 3 <sup>rd</sup> day of the following month
5	Final Report with CD	One Time	Within 30 days of completion of services/contract

2. The Inception Report shall contain the details of all meetings held with the DFCCIL, other consultants engaged by DFCCIL and the Building Contractor and decisions taken therein, the resources mobilized by the consultants as well as the Building Contractor and the consultants' perception in the management and supervision of the works. The Report shall also include the Work Programme and Deployment Schedule of Staff.
  3. Quality assurance document should stipulate guidelines for the maintaining quality standards in overall project at each and every stage of the project. The guidelines shall be in concurrence to the NBC / GRIHA / IEC / ISI / MORTH / IRC / CPWD Specifications.
  4. The weekly/fortnight/monthly Progress Report shall contain details of all meetings, decisions taken therein, mobilization of resources (*consultants' and the Building Contractor*), detailed compliance report of each activity, progress and the projected progress for the forthcoming periods. The Report shall clearly bring out the delays, if any reasons for such delay(s) and the recommendations for corrective measures. The report shall also include the photograph of the activities being done at the site. The report should also include safety audit and Environmental safeguard audit report on the Building Contractor's performance on these aspects. The report shall also contain any other aspect which DFCCIL may direct from time to time.
  5. The supervision manual should stipulate guidelines, for administration supervision and management of the project.
  6. The consultant will prepare a comprehensive final completion report after completion of the work. The report shall incorporate summary of the method of supervision performed, problems encountered and solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer
- 2.2 The Consultant shall submit to DFCCIL five (5) hard copies and two (2) soft copies on separate CDs (*all drawings in AutoCAD*) of all reports/DOCUMENT to be delivered as per Clause 2.1 above.
  - 2.3 The fee payable by DFCCIL to the Consultant for the Services shall be computed and paid subject to the conditions of service Agreement, by DFCCIL on the basis of performance of the services at the Estimated Billing rates approved by DFCCIL and after deducting taxes at source as per applicable law (*GST will be payable extra*).
  - 2.4 The Consultancy Fee shall be exclusive of GST but inclusive of all applicable taxes, cess and levies, all office and site supervision expenses which may be incurred by the firm and personnel towards office equipment and automation, hardware, software, consumables etc., documentation, travel, transportation, communication etc and head office overheads ("Office and Site Supervision Expenses").

### **3. Performance Security, Liquidated Damages and Penalties:**

#### **3.1 Performance Security (*Performance Guarantee & Security Deposit*):**

Please refer Para-12 & 13 of Section-2 (*Instruction to Bidders & Eligibility Criteria*)

#### **3.2 Liquidated Damages for delay:**

In case of delay in submission of any deliverable other than those enlisted in clause 3.7, liquidated damages, not exceeding an amount equal to 0.2% (*zero point two percent*) of the Consultancy Fee per day, subject to a maximum of 5% (*five percent*) of the Consultancy Fee, shall be imposed and shall be recovered from the payments due or by appropriation from

the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time in writing may be granted by DFCCIL. This is in addition to the item mentioned in clause 3.7.

### 3.3 Appropriation of Performance Security:

The DFCCIL shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified herein above.

### 3.4 Penalty for deficiency in Services:

In addition to the liquidated damages not amounting to penalty, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action may be taken by DFCCIL, including debarring for a specified period or with holding.

3.5 In the event of total default / failure by the Consultant in providing the Services, DFCCIL reserves the right to get the Services executed by any other consultant after appropriating the Performance Security (*Performance Guarantee & Security Deposit*) following due procedure as per the contract.

3.6 The PMC shall prepare a check list for submissions of bills by the Building Contractor. The PMC shall check, verify and submit the bill within seven (7) days of receipt of the bill from the Building Contractor/s.

3.7 The following activities shall attract penalties which shall be deducted from the running bill for consultancy services:

S.No.	Activities	Penalty
1	Report Submission	If there is any delay in report submission, DFCCIL may impose a penalty upto <b>Rs.5000/-</b> ( <i>Rupees Five Thousand Only</i> ) from the running bill of PMC.
2	Absent from Duties	For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 15 working days in a year or more than 5 working days at one time, the consultant shall deploy personnel of equal or higher qualification and experience under the intimation to DFCCIL. In the event of the failure of the consultant to do so, DFCCIL may impose a penalty upto <b>Rs.10,000/-</b> ( <i>Rupees Ten Thousand Only</i> ) from the running bill of PMC.
3	Change of Manpower	If, there is any <b>change in manpower</b> a. Key personnel 1 time ( <i>Team Leader</i> ). b. Other professional 2 times. c. For any change in key personnel more than one time after confirmation, DFCCIL may impose a penalty upto <b>Rs. 50,000/-</b> ( <i>Rupees Fifty Thousand Only</i> ) on each change. d. For any change in other professionals during the work, DFCCIL may impose a penalty of <b>Rs 5000/-</b> .

4	Mistake in measurements due to negligence/informational	If there is <b>any major mistakes found in taking measurements which is +/- 10%</b> , DFCCIL may impose a penalty by deducting upto <b>Rs. 5,000/- (Rupees Five Thousand Only)</b> per mistake.
5	Performance of the team members	If, the service of a team member provided by the Consultant is not acceptable to the DFCCIL, the Consultant shall replace the team member within 07 days of given such notice. If the Consultant fails to quickly deploy/replace a team member as instructed by the Employer, the Employer may make temporary arrangement. The temporary deployment/replacement shall be paid by the DFCCIL with commensurate deduction from the running bill of the PMC.

#### 4. Suspension:

DFCCIL may by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the later fails to perform any of its obligations under this Contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the Consultant to remedy such failure within the period not exceeding fifteen (15) days after the Consultant of such notice of suspension.

#### 5. Termination:

##### (i) By DFCCIL:

DFCCIL may, by not less than thirty (30) days' written notice of termination to the Consultants *(except in the event listed in paragraph (e) & (f) below, for which there shall be a written notice of not less than Forty Five (45) days)*, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause, terminate this Contract:

- (a) If the Consultants fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 4 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the DFCCIL may have subsequently approved in writing;
- (b) If the Consultants become insolvent or bankrupt or enter into any Contracts with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings
- (d) If the Consultants submit to the DFCCIL a statement which has a material effect on the rights, obligations or interests of the DFCCIL and which the Consultants know to be false;
- (e) If, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- (f) If the DFCCIL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Consultant, in the judgment of the DFCCIL has engaged in corrupt or fraudulent practices in executing the Contract.

- (h) In case the contract is terminated, the balance amount of advance fee if any, paid earlier shall be paid back by the Consultant to DFCCIL within thirty days of the termination letter, failing which the same shall be recovered by encashing the existing Performance Guarantee or recovering from the Security Deposit submitted by Consultant.

**(ii) By the Consultant:**

The Consultants may, by not less than thirty (30) days' written notice to the DFCCIL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause, terminate this Contract:

- (a) If the DFCCIL is in material breach of its obligations pursuant to this Contract and has not remedied the same within reasonable *time (or such longer period as the Consultants may have subsequently approved in writing)* following the receipt by the DFCCIL of the Consultants' notice specifying such breach;
- (b) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than Forty Five (45) days; or
- (c) If the DFCCIL fails to comply with any final decision reached as a result of arbitration pursuant to this agreement.

**6. Cessation of Rights and Obligation:**

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, or upon expiration of this Contract, 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 in this agreement
- (c) any right, which a Party may have under the Applicable Law.

**7. Cessation of Services:**

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 4 or Clause 5 hereof, the Consultants shall, immediately upon dispatch or 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.

**8. Payment upon Termination:**

Upon termination of this Contract pursuant to Clause 4 or Clause 5 hereof, the DFCCIL shall make the payments for Services satisfactorily performed prior to the effective date of termination; to the Consultants after offsetting against these payments any amount that may be due from the Consultant

**9. Disputes about Events of Termination:**

If either Party disputes whether an event specified in Clause 4 or in Clause 5 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to this agreement and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **10. Responsibilities and Obligations of the Consultant:**

### **The Consultant shall:**

- (a) Provide the Services in accordance with ToR as set out in Section-5.
- (b) Exercise the degree of skill, care efficiency and diligence normally exercised by members of the profession performing services of a similar nature;
- (c) The consultant shall act at all times so as to protect the interest of DFCCIL and shall take all reasonable steps to keep all expenditure to a minimum with sound professional practices.
- (d) Be bound to comply with any written direction of DFCCIL to vary the scope sequence or timing of the Services; and
- (e) The consultant shall furnish to the DFCCIL such information related to the Assignment as DFCCIL may, from time to time request.

## **11. Confidentiality and Publicity:**

The Consultant and the personnel shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to DFCCIL or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of DFCCIL.

## **12. Consultant's Representatives:**

The Team leader shall be the representative of the Consultant and shall have authority to act on behalf of the Consultant for all purposes in connection with the Services and in accordance with all the provisions under the Agreement.

## **13. Indemnity and Insurance:**

- a. The consultant shall take out and maintain adequate professional indemnity insurance and insurance against claims by third parties resulting from acts performed in carrying out the Services.
- b. DFCCIL undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the personnel or for the dependents of any such personnel.
- c. The consultant shall indemnify at all times, the DFCCIL from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the DFCCIL during or in connection in the Services **by reason of:**
  - Infringement or alleged infringement by the consultant of any patent or other protected right; or
  - Plagiarism or alleged plagiarism by the consultant.
- d. The consultant shall indemnify, protect and defend, at consultant's own expense, DFCCIL, 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 this agreement , provided, however: that consultant is notified of such actions, claims, losses or damages not later than

twelve months after conclusion of the Services; and provided further that the ceiling on consultant's liability shall be limited to estimated cost approved by DFCCIL except that such ceiling shall not apply to actions, claims, losses or damages caused by consultant's gross negligence or reckless conduct;

- e. In addition to any liability consultant may have under this agreement consultant shall, at its own cost and expense, upon request of DFCCIL, re-perform the Services in the event of consultant's failure to exercise the skill and care.
- f. The consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by (i) DFCCIL's overriding a decision or recommendation of consultant or requiring consultant to implement a decision or recommendation with which consultant does not agree; or (ii) the improper execution of consultant's instructions by agents, employees or independent Building Contractors of DFCCIL.

#### **14. Ownership of Work Product, Computer Programs and Equipment:**

- a. All reports, DOCUMENT, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the consultant and communicated to the DFCCIL in performing the Services (*in electronic form or otherwise and including computer-disks comprising data*) shall be the sole and exclusive property of the DFCCIL, and may be made available to the general public at its sole discretion. The consultant may take copies of such DOCUMENT and data for purpose of use related to the Services under terms and conditions acceptable to the DFCCIL but shall not use the same for any purpose unrelated to the Services without the prior written approval of the DFCCIL.
- b. All computer programs developed by the consultant under this Contract shall be the sole and exclusive property of the DFCCIL; provided, however, that the consultant may use such programs for their own use with prior written approval of the DFCCIL. If license agreements are necessary as appropriate between the consultant and third parties for purposes of development of any such computer programs, the consultant shall obtain the DFCCIL's prior written approval to such agreements. In such cases, the DFCCIL shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

#### **15. Force Majeure:**

- a. If either party is temporarily unable by reason of force majeure to meet any of its obligations under the Contract, and if such party gives written notice of the event within fifteen (15) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues. Neither party shall be liable to the other party for any loss, actually incurred, or damage sustained by such other party arising from any event or delays arising from such event.
- b. The term "force majeure" shall mean events beyond the control of either party, which prevent the affected party from performing and fulfilling its obligations under the Contract, and could not have been reasonably anticipated or foreseen, or although foreseen were inevitable, such as acts of war, whether or not war be declared, public disorders, insurrection, riots, sabotage, explosions, violent demonstrations, blockades, and other civil disturbances, epidemics, nuclear contamination, landslides, earthquakes, typhoons, volcanic eruption, floods, washouts and other natural calamities and acts of God, strikes, lock-outs or other industrial action or equivalent disruption or disturbances, boycotts and embargo or the effects thereof, and any other similar events.

- c. In the case of disagreement between the parties as to the existence, or extent of, force majeure, the matter shall be submitted to arbitration in accordance with provision of this agreement.

## **16. Other Conditions:**

- a. In the event DFCCIL desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- b. DFCCIL shall provide to the Consultant DOCUMENT/ information/ reports as may be required by the Consultant to enable it to provide the Services. DFCCIL undertakes and agrees to furnish to the Consultant from time to time such other DOCUMENT/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the DFCCIL.
- c. All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with DFCCIL unless otherwise agreed, between DFCCIL and the Consultant. DFCCIL as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- d. Unless otherwise agreed, DFCCIL shall have the copyright on all the reports, DOCUMENT, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

## **17. Compliance with Laws:**

The Consultant shall take due care that all its DOCUMENT comply with all relevant laws such as Minimum Wages Act, EPF & ESI Act etc. and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

## **18. Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. The Courts at Delhi shall have exclusive jurisdiction over all matters arising out of or relation to this Agreement.

## **19. Dispute Resolution:**

### **19.1 Amicable Resolution:**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (*the "Dispute"*) shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

### **19.2 Arbitration:**

#### **a. Procedure:**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the MD/ DFCCIL. There upon, the MD/DFCCIL, shall appoint a sole arbitrator within thirty days. The proceedings of the arbitrations shall be conducted as per **Arbitration & Conciliation Act 1996**.

**b. Place of Arbitration:**

The place of arbitration shall ordinarily be DFCCIL's premises but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

**c. English Language:**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

**d. Enforcement of Award:**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

**e. Performance during Dispute Resolution:**

Pending the submission of and/or decision on a dispute and until the arbitral award is published, the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

**20. Severability:**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**21. Waiver:**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement.

- a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c. Shall not affect the validity or enforceability of this Agreement in any manner. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**22. Modification:**

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

## 23. Notices:

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized National/International courier, E-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove. Notice will be deemed to be **served as specified below:**

- (i) In the case of personal delivery or registered mail, on delivery.
- (ii) In the case of telegrams, 24 hours following confirmed transmission; and
- (iii) In the case of facsimiles, 24 hours following confirmed transmission.
- (iv) In case of E-mail, upon submission of E-mail on registered Email-ID

## 24. Transfer of Assignment:

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

## 25. Completion of Project:

- 25.1 When the construction of all the buildings along with other site development works are completed in all respects i.e. all civil structural, electrical, mechanical, PHE fire, services works etc. are completed, equipment installed & aligned, and statutory approvals obtained etc., PMC shall notify the Employer in writing that the Project has been completed in all respect.
- 25.2 Upon notification of completion of buildings/works in writing by PMC, DFCCIL will inspect the same prior to the occupancy. Any defects observed shall be informed to the PMC at the earliest. The PMC shall ensure the rectification of such defects prior to the occupancy at no extra cost to the owner.
- 25.3 The date of acceptance by DFCCIL as aforesaid along with **No objection Certificate (NOC) for occupation from statutory authorities shall be deemed to be the date of completion of the Project** (*hereinafter called COMPLETION*) for the purpose of this CONTRACT. However this does not exclude the responsibility of the PMC to obtain the completion certificates through Architect and submit to the Employer and also their responsibility for the defect liability period.

## 26. Patents:

- 26.1 PMC shall, subject to the limitations contained in this Article, indemnify and hold Employer harmless from all costs, damages, and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to PMC and furnished to Employer, as long as it is used by PMC for the purposes of this project only.
- 26.2 Similarly Employer shall indemnify and hold PMC harmless from all costs, damages and expenses arising out of any claim, action or suit brought against Employer by third parties in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any information furnished to PMC by Employer or by others on behalf of Employer, as long as it is used by PMC or the purposes of this project only.

**27. Variations:**

DFCCIL may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services and the Consultant shall be bound to comply with that direction. All such variation shall be in writing.

EXECUTED BY DFCCIL by being signed by a duly authorized officer in the presence of:

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

EXECUTED BY CONSULTANT by being signed by a duly authorised officer in the presence of:

Title: \_\_\_\_\_

Witness:

\_\_\_\_\_

**Summary of Consultancy work executed by the Consultancy Agency to assess  
Technical Eligibility**

<b>S.No.</b>	<b>Name of project for which consultancy provided</b>	<b>Name of Client</b>	<b>Total cost of project</b>	<b>Work completed /substantially completed</b>	<b>Consultancy Fee received</b>	<b>Enclosure No. of Appendix-D2</b>
1.						i.e. D2/1, 2.....
2.						
3.						
4.						

Date of submission:

Signature of Applicant

**DESCRIPTION OF EACH CONSULTANCY AGREEMENT EXECUTED BY BIDDER TO  
ILLUSTRATE QUALIFICATIONS [DULY SIGNED BY THE CLIENT]**

*(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)*

(1)	Name of the Consultancy Agency		
(2)	Agreement No. of the Consultancy Contract		
(3)	Name of the Project executed by the Consultancy Agency		
(4)	Cost of the project as per the contract in the above Consultancy Agreement		
(5)	Project Location		
(6)	Name & Contact No. of Client for whom the above consultancy project has been executed		
(7)	Agreement value of the project in the above agreement		
(8)	Actual value of the project completed before tender submission date		
(9)	Total consultancy fee received against the contract	Before FY 2013-14	
		FY 2013-14	
		FY 2014-15	
		FY 2015-16	
		FY 2016-17	
		FY 2017-18	
		FY 2018-19 ( <i>upto the date of submission of Tender</i> )	
(10)	Date of start of the Consultancy Agreement as per LOA		
(11)	Whether the above work is completed/substantially completed		
(12)	Scheduled date of completion of the above Consultancy Agreement		
(13)	Actual date of completion of the above Consultancy Agreement		
(14)	Brief description of Consultancy Services provided		
(15)	(a) No. of floors of the completed/substantially completed building (i.e. G+4, G+5 etc.).		
	(b) Height of the completed building(s) in meters ( <b><i>building height means the vertical distance measured in the case of the flat roofs from the top level of the adjoining drain to the highest point of the building and in case of sloping roof, the mid-point between the eaves level and the ridge. Architects features serving no other functions except that of the decoration shall be excluded for the purpose of measuring heights.</i></b> )		
(16)	Professional Staff Provided by the Firm: No. of Staff:		
(17)	No. of Person-Months:		
(18)	Name of Senior Staff ( <i>Project Director/Coordinating Team Leader of Consultancy Agency</i> ) Involved and Functions Performed		

(19)	Performance of the Consultancy Agency Very Good/ Good/Average/Poor	
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**Meaning of substantially completed work:**

A **substantially completed** consultancy contract means a contract, in which, the consultancy fee of at least eighty percent (80%) of the Consultancy contract value has been received & is equal to or more than the minimum value stipulated for eligible assignment of present tender.

*(Signature of the Client)*

Designation:

Contact Number:

Office Seal

## Detail of Contractual Payment

**Format for Consultancy Fee received for Project Management Consultancy services from Central & State Govt., Public Sector Undertaking of Central & State Govt., Authority/Corporation in last 3 (*three*) financial years & current financial year (*till the tender submission date & time*)**

S.No.	Financial Year	Name of Govt. Agency (from which Consultancy Fee received as per Appendix-D2)	Project Management Consultancy fee received ( <i>In Rs.</i> )	Remarks
1	2015-16			
2	2016-17			
3	2017-18			
4	2018-19 ( <i>till the tender submission date &amp; time</i> )			
<b>Total Consultancy Fee received</b>				

**Note:**

**In addition to the above, the Bidder has to submit the following DOCUMENT / information:**

Copy of TDS Certificate from the Employer / Form-26AS/Form-16A and Audited Balance Sheet/P&L Account, clearly indicating the Consultancy Fee received for Project Management Consultancy services from Central & State Govt., Public Sector Undertaking of Central & State Govt., Authority/Corporation/Autonomous Bodies in last 3 (*three*) financial years & current financial year. All document either original or photostat should be attested by Notary.

Date:

Signature of Chartered  
Accountant with Seal

Seal and Signature of Tenderer

### FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

The is to certify that to the best of our knowledge and information that M/s./ Shri.....having marginally noted address, a customer of our bank are/ is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Date:

(Signature)

For the Bank

#### NOTE:

- (1) Bankers certificates should be on letter head of the Bank, in sealed cover addressed to tendering authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

## Detail / Structure of the Consultancy Agency

1.	Name and address of the bidder	
2.	Telephone No. ( <i>land line and Mobile</i> ) / Fax No. / email address	
3.	<p>Legal status of bidder (<i>Attach copies of original document defining the legal status</i>).</p> <p>The applicant is :</p> <p>(a) An individual  (b) A proprietary Firm  (c) A Firm in partnership  (d) A limited company or corporation.</p>	
4.	<p>Particulars of registration with various Govt. bodies (<i>Attach attested photocopies</i>)</p> <p>a) Registration Number  b) Organisation / Place of registration.  c) Date of validity</p>	
5.	Name and title of Directors and officers with designation to be concerned with this work.	
6.	Designation of individuals authorized to act for the organization.	
7.	Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.	
8.	Has the bidder or any constituent partners (s) in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for	
9.	As the bidder, or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
10.	Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.	
11.	In which field of Civil Engineering construction the bidder has specialization and interest?	
12.	Any other information considered necessary but not included above.	

(Signature of Applicant)

**Details of Technical and Administrative Personnel, in the organization and proposed to be employed for the tendered work**

<b>S. No.</b>	<b>Designation</b>	<b>Total Number</b>	<b>Number available for this work</b>	<b>Name</b>	<b>Qualification</b>	<b>Professional experience and details of works carried out</b>	<b>In what capacity these would be involved in this work</b>	<b>Remarks</b>
1	2	3	4	5	6	7	8	9

Date:

(Signature of Applicant)

**Details of Resources Sheet - Equipment & Softwares available with the Consultancy  
Agency or likely to be used in the tendered work**

Sl. No.	Name of equipment/Softwares	Status –Available/ Not Available

Date:

(Signature of Applicant)

### Format of Bank Guarantee for Performance Security

Bank Guarantee no.....

Dated.....

To,  
Chief Project Manager,  
Dedicated Freight Corridor Corporation of India Ltd/Noida Unit  
D-89, 1st Floor, Sector-2,  
Noida-20 1301

Reference:-Contract No....., awarded on .....

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

Whereas Dedicated Freight Corridor Corporation of India Limited has awarded the Contract no..... for construction of ..... (*hereinafter called "the Contract"*) to M/s.....its registered office at ..... (*hereinafter called "the Consultant"*).

Whereas the *Consultant* is bound by the said Contract to submit to the Employer an irrevocable performance security guarantee bond for a total amount of Rs..... (*Rs. In Words*) only.

Now, we the undersigned (*Name of Bank officials*), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the Employer the full amount of Rs..... (*Rs. In Words*) as stated above.

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

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

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

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

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

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

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

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

The expressions “the Employer”, “the Bank” and “the Consultant” hereinbefore used shall include their respective successors and assigns.

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

**Notwithstanding anything to the contrary contained hereinbefore:**

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs.....(*Rs. in words*).
- ii) This Bank Guarantee shall be valid up to ....., unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before.....

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

Bank seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name: .....

Designation:

Address:

2. Name: .....

Designation:

Address:

***(Guarantee-Bond offered by-Banks to DFCC in connection with the execution of  
Contracts) (SD)***

**GUARANTEE BOND FORMAT**

***(To be used by approved Schedule Banks)***

1. In consideration of the Employer DFCCIL (*hereinafter called "The Employer"*) having agreed to exempt-----(*hereinafter called "The said Consultant (s)"*) from the demand, under the terms and conditions of an Agreement no.....dated.....made between.....and..... for (*hereinafter called the "The said Agreement"*) of security deposit for the due fulfillments by the said Consultant (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(*Rupees.....only*), we,.....(*indicate the name of the bank*) (*hereinafter referred to as "The Bank"*) at the request of Consultant (s) do hereby undertake to pay to the Employer an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Employer by reason of any breach by the said Consultant (s) of any of the terms and conditions contained in the said Agreement.
2. We.....(*indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DFCCIL by reason of any breach by the said Consultant (s) of an of the terms or conditions contained in the said Agreement or by reason of the Consultant (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....
3. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Consultant (s)/Suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be valid discharge of our liability for payment there under the Consultant (s)/Supplier(s) shall have no claim against us for making such payment.
4. We.....(*indicate the name of Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till.....the Employer/DFCCIL certify that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the....., we shall be discharged from all liability under this Guarantee thereafter.
5. At any time during the period in which this guarantee is valid the Employer may request for its extension and the Bank will extend his guarantee under the same condition for the required time at the cost of the Consultant.
6. We.....(*indicate the name of Bank*) further agree with the DFCC that the DFCC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent time of performance by the said Consultant(s) from time-to-time

any of the powers exercisable by the DFCCIL against the said Consultant(s) and to forbear or enforce any of terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

- 7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s)/Supplier(s).
- 8. We....., (*indicate the name of Bank*) lastly undertake not the revoke this Bank Guarantee during its currency except with the previous consent of the DFCCIL in writing.

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

Bank seal  
Signature of Bank Authorize Official with seal  
Name.....  
Designation:  
Address:

Witness:

- 1. Name: .....  
Designation:  
Address:
- 2. Name: .....  
Designation:  
Address:

## PRE-CONTRACT INTIGRITY PACT

### **GENERAL:**

This pre-bid contract Agreement (*hereinafter called the Integrity Pact*) is made on \_\_\_\_\_ day of the month \_\_\_\_\_ 2016, between, on one hand, the DFCCIL acting through Shri \_\_\_\_\_ Designation of the officer, (*hereinafter called the CLIENT, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns*) of the First Part and M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_ Chief Executive Officer (*herein after called the "BIDDER/SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns*) of the Second Part.

WHEREAS, the CLIENT proposes to procure (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) and the [A] is willing to offer/has offered for stores or works.

WHEREAS, the [A] is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the CLIENT is a PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the CLIENT to obtain the desired said (*Name of the Stores/Equipment/Item, Name of the Consultancy Service, Name of Works Contract, Name of Services*) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure [B] by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the CLIENT will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity pact and agree as follows:

### **1.0 Commitments of the CLIENT:**

- 1.1 The CLIENT undertakes that no official of the CLIENT, connected directly or indirectly with the [B], will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the [A] either for themselves or for any person, organization or third party related to the [B], in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the [B].
- 1.2 The CLIENT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular [A] in comparison to other BIDDERS.

- 1.3 All the officials of the CLIENT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such officials(s) is reported by the [A] to the CLIENT with full and verifiable facts and the same is prima facie found to be correct by the CLIENT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the CLIENT and such a person shall be debarred from further dealings related to the [B] process. In such a case while an enquiry is being conducted by the CLIENT the proceedings under the [B] would not be stalled.

### **3.0 Commitments of BIDDERS:**

The [A] commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the [B] contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The [A] will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the [B] in exchange for any advantage in the bidding, evaluation, contracting and implementation of the [B].
- 3.2 The [A] further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the CLIENT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the [B] or any other [B] with the Government for showing or forbearing to show favour or disfavor to any person in relation to the [B] or any other [B] with the Government.
- 3.3\* [A] shall disclose the name and address of agents and representatives and Indian [A] shall disclose their foreign principals or associates.
- 3.4\* [A] shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The [A] further confirms and declares to the CLIENT that the [A] is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the CLIENT or any of its functionaries, whether officially or unofficially to the award of the [B] to the [A] nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation:
- 3.6 The [A] either while presenting the bid or during pre-contract negotiations or before signing the [B] shall disclose any payments he has made, is committed to or intends to make to officials of the CLIENT or their family members, agents, brokers or any other intermediaries in connection with the [B] and the details of services agreed upon for such payments.
- 3.7 The [A] will not collude with other parties interested in the [B] to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the [B].

- 3.8 The [A] will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The [A] shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the CLIENT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The [A] also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The [A] commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The [A] shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the [A] or any employee of the [A] or any person acting on behalf of the [A], either directly or indirectly, is a relative of any of the officers of the CLIENT, or alternatively, if any relative of an officer of the CLIENT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The [A] shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the CLIENT.

#### **4.0 Previous Transaction:**

- 4.1 The [A] declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER'S exclusion from the tender process.
- 4.2 The [A] agrees that if it makes incorrect statement on this subject, [A] can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5.0 Earnest Money (Security Deposit):**

- 5.1 While submitting commercial bid, the [A] shall deposit an amount \_\_\_\_\_ (to be specified in RFP) as Earnest Money/Security Deposit, with the CLIENT through any of the following instruments:
- (i) Bank Draft or a Pay order in favour of \_\_\_\_\_
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the CLIENT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the CLIENT shall be treated as conclusive proof or payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of five years **or** the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the CLIENT, including warranty period, whichever is later.
- 5.3 In case of the successful [A] a clause would also be incorporated in the Article pertaining to Performance Guarantee in the [B] that the provisions of Sanctions for

Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 5.4 No interest shall be payable by the CLIENT to the [A] on Earnest Money/Security Deposit for the period of its currency.

## **6.0 Sanctions for violations:**

- 6.1 Any breach of the aforesaid provisions by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]) shall entitle the CLIENT to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the [A]. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (*in pre-contract stage*) and/or Security Deposit/performance Bond (*after the [B] is signed*) shall stand forfeited fully and the CLIENT shall not be required to assign any reason therefore.
- (iii) To immediately cancel the [B], if already signed, without giving any compensation to the [A].
- (iv) To recover all sums already paid by the CLIENT, and in case of an Indian [A] with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a [A] from the country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the [A] from the CLIENT in connection with any other [B], such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the [A], in order to recover the payments, already made by the CLIENT, along with interest.
- (vi) To cancel all or any other Contracts with the [A]. The [A] shall be liable to pay compensation for any loss or damage to the CLIENT resulting from such cancellation/rescission and the CLIENT shall be entitled to deduct the amount so payable from the money(s) due to the [A].
- (vii) To debar the [A] from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the CLIENT.
- (viii) To recover all sums paid in violation of this Pact by [A] to any middleman or agent or broker with a view to securing [B] the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any [B] signed by the CLIENT with the [A], the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the CLIENT to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 6.2 The CLIENT will entitle to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the [A] or any one employed by it or acting on its behalf (whether with or without the knowledge of the [A]), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.1 The decision of the CLIENT to the effect that a breach of the provisions of this Pact has been committed by the [A] shall be final and conclusive on the [A]. However, the [A] can approach the independent monitor(s) appointed for the purposes of this pact.

## **7.0 Fall Clause:**

- 7.1 The [A] undertakes that it has not supplied / is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the [A] to any other Ministry/Department of the Government of India or a PSU at a lower price, then that vary price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the [A] to the CLIENT, if the [B] has already been concluded.

## **8.0 Independent Monitors:**

- 8.1 The CLIENT has appointed independent Monitors (*hereinafter referred to as Monitors*) for this Pact in Consultant with the Central Vigilance Commission (*Name and Addresses of the Monitors to be given*).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the DOCUMENT relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the CLIENT.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all project documentation of the CLIENT including that provided by the BIDDER. The [A] will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and DOCUMENT of the [A] with confidentiality.
- 8.7 The CLIENT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the MD/DFCCIL within 8 to 10 weeks from the date of reference or intimation to him by the CLIENT/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9.0 Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the CLIENT or its agencies shall be entitled to examine all the DOCUMENT including the Books of Accounts of the [A] and the [A] shall provide necessary information and DOCUMENT in English and shall extend all possible help for the purpose of such examination.

## 10.0 Law and Place of Jurisdiction:

This pact is subject to Indian Law. The Place of performance and jurisdiction is the seat of the CLIENT.

## 11.0 Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 12.0 Validity:

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the [B] to the satisfaction of both the CLIENT and the [A] including warranty period, whichever is later. In case [A] is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the [B].

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13.0 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

CLIENT:  
Name of the Officer  
Designation  
Deptt/Ministry/PSU

BIDDER:  
CHIEF EXECUTIVE OFFICER

Witness:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Witness:  
1. \_\_\_\_\_  
2. \_\_\_\_\_

Note:

[A] To be replaced by BIDDER/Seller/Consultant/Consultancy firm/Service Provider as the case was may be.

[B] To be replaced by Contract/Supply Contract/Consultancy Contract/Works Contract as the case was may be.

**AFFIDAVIT OF THE BIDDER**

*(To be submitted by bidder on non-judicial stamp paper of Rs. 100/- (Rupees Hundred only)  
duly attached by Notary Public)*

Affidavit of Mr.....S/o.....R/o.....

I, the deponent above named do hereby solemnly affirm and declare as under:

1. That I am the Proprietor/Authorized signatory of M/s .....Having its Head Office/Regd. Office at .....
2. That the information/DOCUMENT/Experience certificates submitted in support of technical and financial capacity by M/s..... along with the tender for ..... (*Name of work*).....to DFCCIL are genuine and true and nothing has been concealed.
3. I shall have no objection in case DFCCIL verifies them from issuing authority(ies). I shall also have no objection in providing the original copy of the document(s), in case DFCCIL demand so for verification.
4. I hereby confirm that in case, any document, information & / or certificate submitted by me found to be incorrect / false / fabricated, DFCCIL at its discretion may disqualify / reject / terminate the bid/contract and also forfeit the EMD / All dues.
5. I shall have no objection in case DFCCIL verifies any or all Bank Guarantee(s) under any of the clause(s) of Contract including those issued towards Performance Guarantee from the Zonal Branch /office issuing Bank and I/We shall have no right or claim on my submitted bank guarantee(s) before DFCCIL receives said verification.

I....., the Proprietor/Authorized signatory of M/s..... do hereby confirm that the contents of the above Affidavit are true to my knowledge and nothing has been concealed there from..... and that no part of it is false.

Verified at .....this.....day of .....

ATTESTED BY (*NOTARY PUBLIC*)

**DEPONENT**

**Financial Bid (To be submitted through online mode only on E-Tender Portal)**

**Subject:** Project Management Consultancy (PMC) Services – “For Construction of a Corporate Office Building Complex with GRIHA 5 Star Green Building Rating (of approx. built-up area of 20,000 sqm) At Noida (U.P)”

Sr. No.	Particulars	Quoted Fee in percentage (%)
1	<p>Consultant's Fee in percentage of completed cost of work is to be mentioned in figures and in words in English.</p> <p><i>The Construction cost for bid comparison purposes has been assumed as Rs. 130.0 Crores (exclusive of GST), which is only indicative and actual project cost may vary at completion stage.</i></p>	<p>Percentage.....on actual completed cost of work (excluding GST).</p> <p>(Note: The percentage (%) must be quoted upto two places of decimal only).</p>

**NOTES:**

- The percentage rates quoted by the tenderer shall be inclusive of all taxes and levies but **excluding GST**. The *GST as legally leviable and payable by the Bidder* under the provisions of applicable law/act *shall be paid extra by DFCCIL*. Therefore, the **Bidders should quote their rates after considering the Input Tax Credits on their input materials and services**. Hence, *Bidders should ensure that, full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting their rates.*
- Fees quoted will be firm and no escalation will be applicable.**
- The Consultant shall pay all other taxes, duty and like Government impositions arising from this Contract and indemnifies DFCCIL against same.**
- The bidder has to be registered under CGST/IGST/UTGST/SGST Act and should submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to the Employer, without which, no payment shall be released to the Consultant.
- Consultant shall submit GST compliant tax invoice containing (GSTIN of DFCCIL) and all the particulars as stipulated under invoice rules of GST law. Payment shall be made to the Consultant only after submission of GST compliant tax invoice.
- Project cost is indicative that may increase or decrease and actual consultancy fee would be based on final cost of completed project excluding GST.

**END OF TENDER DOCUMENT**