



Request for Proposal (RFP)

For

The engagement of Consultant to provide General Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of the Sonnagar –Andal section (Approx 375 RKM) of EDFC.

RFP no- 2023/HQ/EN/GC/EC/Sonnagar-Andal

Issued on 26-05-2023

(Participation through E-Tender only)

Visit: www-ireps.gov.in

(IREPS Help desk: 011-23761525)

Client

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED [DFCCIL]

(A Government of India Enterprise)

Ministry of Railways

India



DISCLAIMER



DISCLAIMER

The information contained in this Request for Proposals document (RFP) or subsequently provided to Prospective Consultants, whether verbally or in documentary or any other form by or on behalf of the DFCCIL (Client) or any of its employees or advisers, is provided to Prospective Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the DFCCIL (Client) to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the DFCCIL in relation to the General Consultancy Services, as stipulated in this RFP. Such assumptions, assessments and statements do not purport to contain all the information that each Prospective Consultant may require. This RFP may not be appropriate for all persons, and it is not possible for the DFCCIL (Client), its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Prospective Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessment and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Prospective Consultants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DFCCIL (Client) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The DFCCIL (Client), its employees and advisers make no representation or warranty and shall have no liability to any person including any Prospective consultant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The DFCCIL (Client) also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The DFCCIL (Client) may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that the DFCCIL (Client) is bound to select a Consultant or to appoint the selected consultant, as the case may be, for the Project and the DFCCIL (Client) reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Consultant shall bear all its costs associated with or relating to the preparation and submission of its Proposal/Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DFCCIL, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DFCCIL (Client) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection Process.



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RFP /Bid Document in c/w Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

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GLOSSARY



Glossary

Bid As defined in Clause 1.2.1

Bidder As defined in Clause 1.2.1

Bid Due Date As defined in Clause 1.1.2

Bidding Process As defined in Clause 1.2.1

Bid Security As defined in Clause 1.2.4

CV means Curriculum Vitae of Key Expert Positions for Evaluation (Only)

DFCCIL As defined in Clause 1.1.1

EEC means Eligibility and Evaluation Criteria

Eligible Consultancy Work as defined in Clause 3.4.1

Financial Bid As defined in Clause 1.2.1

GC As defined in Clause 1.1.1

IST means Indian Standard Time

ITB means Instruction to Bidders

KIT means Key Information Table as provided in Clause 1.1.2

LOA means Letter of Award

Main Consultant is one to whom the work proposed to be considered was awarded by the Employer.

Project As defined in Clause 1.1.1

Employer/Client means DFCCIL or the Officers of the DFCCIL authorized to deal with any matter, which these presents are concerned on his behalf.

RFP means Request For Proposal to Select Consultant for the General Consultancy Work.

Technical Bid As defined in Clause 1.2.1

TOR As defined in Clause 1.1.1

Terms replaceable with each other (meaning the same) unless so specified in this RFP- 'Bidding Consultant, Consultant & Bidder', 'Employer, Authority, Client & DFCCIL', 'Proposal & Bid', 'Pre-RFP Submission conference', 'Pre-Bid Conference', 'Pre-Proposal Conference'.

Interpretation

(a) The words and expressions beginning with capital letters and defined in this document shall unless repugnant to the context, have the meaning ascribed therein. (b) words indicating one gender include all genders; (c) words indicating the singular also include the plural and words indicating the plural also include the singular; (d) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and (e) "written" or "in writing" means hand-written, type-written, printed or electronically made (through E Mail), and resulting in a permanent record.

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INTRODUCTION



Introduction

1.1 Background

- 1.1.1 The Dedicated Freight Corridor Corporation of India Limited (hereafter referred to as 'DFCCIL or Client'), having its Corporate office at Supreme Court Metro Station Building Complex, New Delhi – 110001, India, a Public Sector Enterprise set up as a wholly owned Government Company under Companies Act, is currently engaged in Construction of Dedicated Freight Corridor project. DFCCIL project is comprised by 1875 RKM EDFC (from Ludhiana to Dankuni) and by 1506 RKM WDFC (from Dadri to JNPT). The Client intends to appoint a Consultancy Firm as General Consultant ("GC"), registered in India, with requisite qualification, experience and skills, for providing General Consultancy Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC. The GC shall perform the duties in accordance with the provisions of the Agreement and in accordance with the terms of reference ("Terms of Reference" or "TOR").

In pursuance of the above, the DFCCIL has decided to carry out a single stage bidding process for selection of an aforesaid General Consultant for the Project.

The Client, now, invites Lump Sum Proposals, from the eligible Consultants, under single stage two packet system for the above cited General Consultancy Work for which this RFP is issued. Prospective consultants may obtain further information from and inspect the RFP at the office of;

Sh. Pawan Kumar
GM/PPP
Room no-301, DFCCIL Corporate office
Tel-011-23454970 ; E Mail : gm_ppp@dfcc.co.in

- 1.1.2 The brief particulars of the consultancy services and the Bidding Process are as follows in the Key Information Table (KIT):

Key Information Table (KIT)

1	Name of the project	Request for proposal (RFP) for the engagement of Consultant to provide General Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC.
2	Estimated cost of the consultancy work (in Figure and words)	Not given
2.1	RFP uploading Date/RFP Issue date	26.05.2023 up to 18:00 hrs
3	Estimated period for completion of services	251 Days from Commencement of Consultancy Services, as notified by Client (DFCCIL)
4	Bid Due Date and time	26.06.2023 at 14:00 hrs
5	Bid opening	26.06.2023 at 15:00 hrs, only technical Bid /Proposal shall be opened by Downloading from e procurement portal IREPS



5.1	Evaluation Method	Quality & Cost Based Selection (QCBS) Max Technical Score (ST) = 70; Max Financial Score (SF) = 30; combined Techno Financial Score (S) = ST+SF Bidders whose Technical Bid score is 49 or more out of 70 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST)
6	Physical submission of all documents as per Clause 2.2.1	As per Clause 2.2.1, 2.3.1.2.(ii) [original Bank Guarantee bond] and or as defined in this RFP
7	Mode of tendering	Single stage two packet system
8	Mode of submission of Bid	Online submission on e-Procurement Portal
9	E-Procurement Portal	http://www.ireps.gov.in
10	RFP document Fee	Nil
11	Bid Security	INR 7,39,200/- Bid Security will remain valid for minimum 90 days beyond the expiry of validity of Bid. While submitting their proposal for the consultancy services, each Prospective Consultant, except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department [or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)], shall Submit Bid security. A Consultant's (eligible to submit Bid security) proposal, unaccompanied by Bid Security shall be rejected.
12	Bank Account Details of the DFCCIL	Name of Beneficiary: Dedicated Freight Corridor Corporation of India Limited Name of the Bank: Union Bank of India Account No: 468301010130814 Type of Account: Current IFSC Code: UBIN0546836
13	Officer and Address to Submit the physical documents as per Clause 2.2.1/ DFCCIL's 'Key person/Nodal officer for Communication'	Sh. Pawan Kumar GM/PPP Room no-301, DFCCIL Corporate office Tel-011-23454970 E Mail : gm_ppp@dfcc.co.in All Communications, required to be made through E Mail only, shall be made to the above E Mail address;
14	Validity of the Bid	120 days from the Bid Due Date On being asked by DFCCIL, the Consultant shall extend their Bid Validity.
15	Pre RFP Submission conference	Date 07.06.2023 Time-11:30 Hrs Venue-Conference hall on the fourth floor of the DFCCIL corporate office (may Change , Consultants to verify)
16	Period of submitting Consultants queries	Within the limiting period from three days (including Weekends and holidays) prior to Conference date up to three days beyond held Conference date (Query submission deadline)



		Prospective Consultants are requested to send/submit their queries, only, through E-Mail to above cited E Mail address gm_ppp@dfcc.co.in, in PDF & also, in MS Word as prescribed in the Form-6 of Appendix-I
17	Timeline for DFCCIL to upload DFCCIL Clarification	Seventh day after Query submission deadline
18	Performance Security	5% (Five percent) of the Accepted Bid amount in terms of Clause 2.10; Shall be valid until 60 (sixty) days of the expiry of the Contract Period. In favour of : DFCCIL. Payable at New Delhi
19	Submission of performance security	Within 15 days of Letter of Award (LOA)
20	Signing of Agreement	Within 15 days of Submission of performance security

1.2 Brief Description of Bidding Process

- 1.2.1 The DFCCIL has adopted a single stage two packet system (referred to as the “**Bidding Process**”) for selection of the General Consultant for award of the Project. The 1st (first) part (the “**Technical Bid**”) of the process involves evaluation of the requirements of the technical bid by the interested parties/Consortium/Joint Venture from the eligible Consultancy firms who submits a Proposal in accordance with the provisions of this RFP (the “**Bidder**”, which expression shall, unless repugnant to the context, include the members of the Consortium/Joint Venture). The 2nd (second) part of the process involves opening of Financial proposals (the “**Financial Bid**”) of the Consultants qualified in Technical Bid. The Technical and Financial Bid shall collectively be referred as Proposal (the “**Proposal or Bid**”) or Bid. The Consultant shall be required to furnish all information specified in this RFP. The Technical Bids of Consultants would be evaluated and only those Consultants that are qualified by the DFCCIL shall be eligible for the 2nd (second) part of the Bidding Process comprising opening and evaluation of their Financial Bids.
- 1.2.2 Subject to ITB clause 2.1.1, the Bidder would be required to furnish all information specified in this RFP which includes physical submission of required documents in original at the designated office of DFCCIL mentioned in KIT as per the provisions under ITB clause 2.2.1. The Technical Bids of Bidders would be evaluated and only those Bidders that are qualified by the DFCCIL shall be eligible for the 2nd (second) part of the Bidding Process comprising opening and evaluation of their Financial Bids. The Bid shall be valid for the period as per the above Key Information Table.
- 1.2.3 This RFP is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations, and other detailed examination of this General Consultancy assignment before submitting their Bids. Nothing contained in the above description shall be binding on the DFCCIL nor confer any right on the Bidders, and the DFCCIL shall have no liability whatsoever in relation to or arising out of any or all contents of this RFP. Bidders are advised to examine the Terms of References in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the General Consultancy Services.
- 1.2.4 The Bid document shall be available free of cost through the e-Procurement Portal as mentioned in the KIT. Consultant is required to submit, along with its Bid, a Bid Security of the amount as



mentioned in the KIT (the "Bid Security"), refundable after issuance and acceptance of LOA to the Selected Bidder. The Selected Consultant's Bid Security shall be retained till it has provided a Performance Security as per the provision of this RFP and LOA. The Consultant will have to provide Bid Security either in cash through e- payment Gateway of e-Procurement Portal/ DFCCIL or submitted as Bank Guarantee Bond from a Scheduled Commercial Bank of India or as mentioned in Tender documents. The Bid shall be summarily rejected if it is not accompanied by the prescribed amount of Bid Security.

1.2.5 Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.

1.2.6 Consultants are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids/Proposals for award of the General Consultancy contract for the Project.

1.3 Schedule of Bidding Process

1.3.1 The DFCCIL shall Endeavour to adhere to the schedule provided in the KIT at Clause 1.1.2.

1.3.2 All & each of the Prospective Bidder shall be required to sign **Pre-Contract Integrity Pact** with DFCCIL as appended as Appendix-III of this RFP. Each Bidder shall ensure that the Pre integrity Pact shall be signed and scan copy uploaded along with the bidder's offer on the E Procurement portal [<http://www.ireps.gov.in>]. **Within seven days (including holidays and weekends) from the bid submission deadline**, each Bidder shall ensure to submit the aforesaid (jointly signed by the DFCCIL and Bidder) Pre contract Integrity Pact , in original, to the DFCCIL.

1.3.3 All & each of the Prospective Bidder shall be required to duly executed, witnessed & Notarized (as per the requirements in this RFP) '**Affidavit To Be Submitted By Consultant along with the Bid**' as appended as **Form-10 of Appendix-I** of this RFP. Each Bidder shall ensure that the aforesaid affidavit shall be signed and scan copy uploaded along with the bidder's offer on the E -Procurement portal [<http://www.ireps.gov.in>]. **Within seven days (including holidays and weekends) from the bid submission deadline**, each Bidder shall ensure to submit the aforesaid Affidavit , in original, to the DFCCIL.

1.3.4 The Pre-proposal conference shall be held on 07.06.2023. Representatives of the prospective Consultants are requested to attend, those who choose to attend. The tentative venue shall be the conference Hall on the 4th floor of DFCCIL Corporate office, Supreme court Metro Station building- New Delhi. Participation in the Pre-proposal Conference is not Mandatory but Consultants, during the aforesaid Conference, can, if they choose to do so, present their queries on the RFP to the Client, in writing [Serial no-16, above]. DFCCIL shall provide necessary clarification as per schedule [Serial no-17, above].

The Consultant may request a clarification of any part of the RFP during the period indicated in the Introduction before the Proposals submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Introduction. The Client 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 identifying its source) to all the Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:



- (i) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be uploaded on the DFCCIL website and shall be binding on the Bidders. In their Technical Bids, the Consultants shall acknowledge receipt of all amendments in writing.
- (ii) If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.
- (iii) The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- (iv) It is a mandatory precondition that each and all the pages of the Bid shall be uniquely numbered and self-explanatorily, cross-referenced. The cross Referencing of all the pages shall be visibly reflected (the specific Page number, at which 'a clearly described Document' is placed in the Bid, shall be required to be mentioned, clearly, in "**Check List**" (**Annexure to Form-7 of Appendix- I**), appended just after the aforesaid Letter of Bid (Form-7 of Appendix-I) , to facilitate the DFCCIL in ready referral.
- (v) In addition, all the Pages i.e., each Page of the Bid shall be initialed, on the round stamp of the Bidder/Consultant, by the same authorized representative of the Consultant who signs the Bid. Letter of Bid (**Form-7 of Appendix-I**) and Financial Submission (**Form-1 of Appendix-II**) shall require to be signed by all the Constituent members of the JV/Consortium, in case the bidder is a JV or consortium. At the required places, the Bidder/Consultant shall fill the required details in the Signature block(s), appended thereunder.
- (vi) The selection of the consultants shall be through **Quality cum cost Based System (QCBS)** with distribution of Scores accorded to Technical & Financial proposals bearing a ratio of **70:30**.

1.4 Important Points for consideration of the Bidder

- (i) DFCCIL shall not provide any facility, equipment, consumables to the selected Consultant. Consultant shall be required to arrange & maintain (in all respect) a suitably furnished office, Office server, Computers (including individual Computer/ Laptops to their Professionals), Printers, Plotters along with all type of Consumables, Transport for Travel, and all office management / maintenance support /equipment/ Office support Personnel as required.
- (ii) The GC shall engage all Professional/Experts, support staff, as necessary, for providing the General Consultancy Services, as envisaged and mentioned in this RFP, within stipulated time of completion, to the entire satisfaction of the DFCCIL. The Key Experts, provided in Para-3.5 under EEC are minimum evaluated positions for the purpose of evaluation and assessment purpose, only. DFCCIL shall not make any additional payment for additional Experts over and above such Key Experts (for evaluation purpose).
- (iii) DFCCIL shall, only, be releasing Key deliverable (KD-approved by Client/DFCCIL) based apportionment of Accepted Bid Amount (exclusive of Taxes) as payment to the Consultant. Beyond that, DFCCIL shall not make any payment, except as agreed, in advance, by the DFCCIL, for any other activity undertaken for the implementation of the General Consultancy Contract. There is no provision of Mobilization advance in this contract.
- (iv) The rates quoted by the Consultant and accepted by the DFCCIL (accepted Bid amount) shall be towards the complete implementation, within the stipulated time of completion of General Consultancy Contract. The rates shall remain firm throughout the period of performance of the General Consultancy Contract up to and including discharge of all obligations of the GC under the Agreement. No escalation is admissible under the contract.



INSTRUCTION TO BIDDERS (ITB)



Instruction to Bidders (ITB)

2.1 General

- 2.1.1. The brief and background about the Project are provided in the Introduction. Bidders/Consultants are advised to inform themselves fully about the site, Consultancy assignments, and the conditions before submitting the bid by visiting [the Project Site area] and DFCCIL office. **It shall be assumed by the Client that prior to submitting their Proposal / Bid for the Project, Bidder has visited the Site** [Please note that no cost of any such visit is reimbursable by DFCCIL], gathered **all relevant information and Data** about the Project [such as -conditions, traffic, location, surroundings, climate, access to the Project other factors having influence on the execution of the Project etc., e.g. Working season, availability of material and Labour, environmental issues, eco sensitive locations, Applicable Laws and regulation or any other matter considered relevant by them], about all the ongoing, 'in the pipe line' [which may have a bearing on the Project- DFCCIL Project from Sonnagar –Andal (Approx 375 RKM)]. Surface transport infrastructure projects in the vicinity of the site and the Bidder has, completely, interpreted, collated & analyzed the such Information and Data.

Pursuant to above, Bidders/Consultants shall have to be satisfied, before submitting the Bid for the General Consultancy Services, as to all relevant matters.

- 2.1.2. In case a Consultant/Bidder possesses the requisite experience and capabilities required for undertaking the General Consultancy Services, it may participate in the Selection Process either individually (the "Sole Bidder"-represented through Authorized representative vide power of Attorney-Form-9 of Appendix-I) or as consortium of firms (the "Consortium"- represented through Authorized representative vide power of Attorney-Form-9.1 of Appendix-I) in response to this invitation. The term bidder (the "Bidder") will apply to consultants both a Sole Bidder or a Consortium and its Members. However, no Bidder applying individually or as a Member of a Consortium as the case may be, can be Member of another Bidder. The manner in which the Bid is required to be submitted, evaluated, and accepted is explained in this RFP. In case the Bidder is a Consortium, it shall, comply with the following additional requirements to be eligible:

- (i) Number of Members in a Consortium shall not exceed 3 (three);
- (ii) Subject to the provisions of sub-clause (i) above, the Bid should contain the information required for Member of the Consortium;
- (iii) Each Member , irrespective of role in the consortium or its participation percentage , of the Bidding consortium, shall , at all times, be jointly and severally liable to the Employer for the performance of the General Consultancy Contract.
- (iv) Members of the Consortium shall nominate, by way of Power of Attorney (Form-9.1 of Appendix-I), one Member as the lead member (the "Lead Member"), who shall have **minimum 51% share** in the Consortium. The Other than Lead member / Partner shall have **minimum 24% share** in the JV/Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format in this RFP, signed by all the other Members of the Consortium. The duties, responsibilities and powers of such Lead Member shall be specifically included in the Joint Bidding Agreement. It is expected that the Lead Member would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. Without prejudice to the joint and several liability of all the members of the Consortium, the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the General Consultant.
- (v) The Joint Bidding Agreement should include a brief description of the roles and responsibilities of individual Members; An individual Bidder cannot at the same time be a Member of a



Consortium applying for the Project. Further, a Member of a particular Consortium cannot be Member of any other Consortium applying for the Project;

- (vi) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the 'Joint Bidding Agreement'), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:

- a) clearly outline the proposed roles and responsibilities, if any, of each Member;
- b) include a statement to the effect that Each and all Members of the Consortium, irrespective of role in the consortium or its participation percentage, shall, at all times, be jointly and severally liable to the DFCCIL/Employer for the performance of the General Consultancy Contract /for all obligations in relation to the Project until the completion of the Services in accordance with the Contract and the TOR;
- c) clearly define the proposed administrative arrangements (organization chart) for the management and execution of the Services, if awarded to the Consortium; except as provided under this RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior consent of the DFCCIL.

- (vii) No change, unless subject to prior written approval of the DFCCIL, in the composition of the Consortium will be submitted to the DFCCIL during the Selection process and during the subsistence of the Project.

2.1.3. Priority of agreements and error/discrepancies.

In case of ambiguities or discrepancies within the agreement, following shall apply:

- (i) Between two or more Clauses of this Agreement, the provisions of the specific Clause relevant to the issue under consideration shall prevail over those in other Clause.
- (ii) Between the clauses of this agreement and the schedules, the Clauses shall prevail and between Schedules and Annex, Schedule shall prevail.
- (iii) between any two Schedules, the Schedule relevant to the issue shall prevail.
- (iv) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail.
- (v) between the dimension scaled from the Drawings and its specific written dimension, the latter shall prevail and
- (vi) between any value written in numerals and that in words, the latter shall prevail.

2.1.4 Conflict of interest

- i) A Bidder shall not have a Conflict of Interest with regard to this assignment. Any Bidder found to have such a conflict of interest shall be disqualified.
- ii) DFCCIL requires that the GC provide professional, objective, and impartial advice and services and at all times hold DFCCIL's interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The GC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers or that may place it in a position of not being able to carry out the assignment in the best interest of DFCCIL.
- iii) Without limitation on the generality of the foregoing, the GC and any of its associates shall be



considered to have a conflict of interest and shall not be selected under any of the circumstances set forth below:

- (a) While providing services to the DFCCIL for this particular assignment, the GC shall not take up any assignment that by its nature will result conflict with the present assignment.
- (b) A firm which has been engaged by the DFCCIL to provide goods, or works or services for EDFC Project, and any of its affiliates; will be disqualified from providing services for the same project. Conversely, a firm hired to provide services for the preparation of implementation of a project, and any of its affiliates, will be disqualified from subsequently, providing goods or works or services related to the same project.
- (c) A Bidder eventually appointed, to provide Services for this Project, as well as any of its affiliates, shall be disqualified for subsequently providing goods or works or services related to, the construction and execution of the same Project (other than a continuation of the Firm's earlier services) till one year from the date of completion of services under this Services.

2.2 Submission of Bids

- 2.2.1.** Bids are to be submitted online only as per the instructions for online bid submission. Bidders are required to **retain the original of the submissions uploaded in the e Procurement Portal** till bid validity period, except the selected Bidder who is required to retain the original of the submissions uploaded in the e.-procurement Portal till completion of the Services. Bidders including selected Bidder may be required to submit originals of all documents together with their respective enclosures during bid evaluation/after declaration of bid evaluation result by DFCCIL. Bidders or Selected Bidder (including any of its Joint Venture/Consortium Members) failing to submit the original documents required shall be liable for rejection of Bid or withdrawal of LOA and /or debarment from bidding in DFCCIL projects for a period up to 5 years or any measures to be undertaken as the DFCCIL deems fit.

As a mandatory pre condition, the Bidders, within seven days (including holidays and weekends) from the bid submission deadline, shall be required to submit certain Documents in original such as Financial instrument in submission of Bid security (in the format given in Annexure-5), Affidavit (in the format given in Form-10 of Appendix-I) & Pre Contract Integrity Pact (in the format given in Appendix-III) to the DFCCIL.

Number of Bids- No Bidder or its Associate shall submit more than one Bid for this RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid. Either individually or as a member of any consortium, as the case may be.

2.3 Bid security for the RFP

- 2.3.1** The Bidder is required to submit an interest free Bid Security as per KIT. Please refer to instructions for online bid submission at the E-Procurement Portal.
- 2.3.1.1** The Bid Security shall be rounded off to the nearest 100. This Bid Security shall be applicable for all modes of tendering.
- 2.3.1.2** The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-5 and shall be valid for a period of 90 days beyond the bid validity period. In case, submission of Bid Security in the form of Bank Guarantee Bond following shall be ensured.



- (i) A scanned copy of the Bank Guarantee bond shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- (ii) The original Bank Guarantee bond (BG) should be delivered in person to the official nominated as indicated in the RFP document within seven days (including holidays and weekends) from the bid submission deadline.
- (iii) Non submission of scanned copy of Bank Guarantee bond with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summarily rejection of Bid.
- (iv) The Bid Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- (v) The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
- (vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- (vii) The envelope shall be addressed to the officer and address as mentioned in the RFP document.
- (viii) If the envelope is not sealed and marked as instructed above, the DFCCIL assumes no responsibility for the misplacement of BG Bond.

2.3.2 Bid security of unsuccessful Bidder(s), if any, shall be returned after issuance of LOA to the Selected Bidder. Bid Security of Selected Bidder, if any, shall be returned after submission of Performance Security as per the provision of this RFP and LOA.

2.3.3 MSEs registered with District Industries Centers/ Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'UDYAM REGISTRATION'/ Any other body specified by Ministry of MSME or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)' are exempted from the payment / submission of Bid Security subject to submission of valid registration with MSME, Govt. of India. Micro and Small Enterprises (MSE) must along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated below:

- a. District Industries Centers;
- b. Khadi and Village Industries Commission;
- c. Khadi, and Village Industries Board;
- d. Coir Board;
- e. National Small Industries Corporation;
- f. Directorate of Handicraft and Handloom; and
- e. Any other body specified by the Ministry of MSME



However, all other prescribed eligibility criteria will remain applicable on such Bidder(s) also. In case of exemption from payment of Bid Security as a matter of Govt. Policy, the scanned copy of document in support of exemption shall have to be uploaded by the Bidder during bid submission. The onus of proving that the Bidder is exempted from payment of the Bid Security will lie squarely on such Bidder(s). In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by DFCCIL as a valid bid. At a later stage, if it is discovered from the uploaded documents that such Bidder(s) is/are not entitled for the exemption from payment of Bid Security, their bid shall be treated as non-responsive and rejected outright.

2.3.4 The relaxation regarding the prior turnover and prior experience for start-ups recognized by Department of Industry & Internal Trade (DPIIT), shall be as per latest instructions of Public Procurement Policy issued by the Government of India from time to time, including but not limited to the "Manual for Procurement of Consultancy & other Services" issued by Department of Expenditure (Ministry of Finance) up to Bid Due Date. The Bidder is liable for damages in following case:

- a) If the Bidder submits a non-responsive Bid.
- b) If the Bidder withdraws bid (offer) during the Bid Validity Period.
- c) If the successful bidder fails to accept the Letter of award in writing within the time specified in this document or any extension granted thereof by the DFCCIL.
- d) If the Selected Bidder fails to sign the agreement within the time specified in this document or any extension thereof granted by DFCCIL.
- e) If the Bidder imposes any condition after the Bid Due Date affecting the original bid.
- f) If the selected bidder fails to submit the performance security within stipulated time.

2.3.5 Under such cases, as mentioned under Clause 2.3.4, the Bid Security or the Performance Security if submitted, shall be forfeited and the Bidder shall be banned from submission of bids in any works/services tender issued by Ministry of Railways for a period up to 5 (five) years from the date of such banning date.

2.3.6 Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including Consultancy services and non-Consultancy Services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this clause Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred as Appendix -IV.

2.3.7 Procurement Preference

Preference to Make in India: The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16-09-2020 (Appendix-V), as amended from time to time up to Bid Due Date, shall be applicable to the bidding process and award of the contract shall be done accordingly.

Purchase Preference to MSE's: For purchase preference to Micro and Small Enterprises (MSE's) defined in 2.3.3 above, latest directives/instructions of Public Procurement Policy issued by the Government of India from time to time, including but not limited to the "Manual for Procurement of Consultancy & other Services" issued by Department of Expenditure (Ministry of Finance) up to Bid Due Date shall be applicable to the bidding process and award of the contract shall be done accordingly.

2.4 Validity of the Bid

- (i) The Bid shall be kept valid for a period as mentioned in the KIT.



- (ii) The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- (iii) If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
- (iv) The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

2.5 Preparation of Bids

- i) The Bid as well as all related correspondence exchanged by the Bidder(s) and the DFCCIL shall be written in English language, unless specified otherwise.
- ii) In preparing their Bid, Bidder(s) are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid.
- iii) An authorized representative of the Bidder(s) shall sign the Technical and Financial Bid. The authorization shall be in the form of a written Power of Attorney, as per the format provided in **Form-9 of Appendix-I**, accompanying the Bid and also Power of Attorney for Lead Member in case of Consortium as per the format provided in **Form-9.1 of Appendix-I**.

2.5.1 Acknowledgement by Bidder

2.5.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from DFCCIL;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of DFCCIL or relating to any of the matters and gathered all relevant information and Data about the Project (Ref- ITB 2.1.1);
- d) satisfied itself about all matters, things, and information, including matters referred herein above, necessary and required for submitting an informed Bid and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest and agreed to be bound by the undertaking provided by it under and in terms hereof;
- f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matter referred hereinabove shall not a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from DFCCIL, or a ground for termination of the Agreement;
- g) The DFCCIL shall not be liable for any omission, mistake, or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by DFCCIL.

2.6 Technical bid



- 2.6.1 a) While preparing the Technical Bid, Bidder(s), in addition to ITB Sub Para 2.1.1 above, must give particular attention to and to the following:
- a. Consultant shall carefully study the RFP and familiarise themselves with all the Provisions. After factoring in all the relevant information, Bid influencers, shall prepare a comprehensive all-inclusive bid for the General Consultancy contract
 - b. Technical bid – Bidder shall gather all details, information and faithfully reflect the same along with documentations in substantiation /supplementation in their Technical Bid -Form 'Letter of Bid' (Form-7 of Appendix-I) , in Form-12, 13 & 14 of Appendix-I in detail with directional and explanatory graphics.
- b) The GC shall engage all Professional/Experts, support staff, as necessary for providing the General Consultancy Services, as envisaged and mentioned in this RFP, within stipulated time of completion, to the entire satisfaction of the DFCCIL. The Key Experts, provided in Para-3.5 of EEC, are minimum evaluated positions for the purpose of evaluation and assessment purpose, only. DFCCIL shall not make any additional payment for additional Experts over and above such Key Experts (for evaluation purpose).
- a. In their Technical Bid, under **Organization & Staffing**, for the General Consultancy Contract, the bidder shall, also, submit a complete list of professionals/Experts, support staff, administrative staff engaged to be deployed in carrying out the General Consultancy Services.
- c) While submitting the Technical Bid, the Bidder shall in particular, ensure that:
- i) The Bid Security is submitted as per Clause 2.3;
 - ii) All forms are submitted in the prescribed formats and all the RFP, Corrigendum, Addendum and Reply to Queries, submitted by bidder shall be signed by the bidder or his Authorised representative holding the Power of Attorney;
 - iii) Power of Attorney for Authorized Representative, (in case of Consortium by Authorized Representative of Lead Member of Consortium) if applicable is submitted in the given format (Form-9 or 9.1 of Appendix-I, as applicable) provided and is executed as per Applicable Laws;
 - iv) The Joint Bidding Agreement is executed and submitted as specified in Form-11 of Appendix-I in case of Consortium;
 - v) The bid is substantially responsive to the requirements of this RFP;
 - vi) Failure to comply with the-requirements spelt out in this Clause shall make the Bid liable to be rejected.
- d) DFCCIL reserves the right to verify all statements, information, and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by DFCCIL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DFCCIL thereunder.
- e) In case, it is found during the evaluation or at any stage before signing of the Agreement or after, its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information the Bidder shall be disqualified forthwith, if the Bidder is the lead Member of a consortium then the entire consortium may be disqualified / rejected if, not yet appointed as General Consultant either by issue of the LOA or entering into of the Agreement, as the case may be and if the Selection Bidder has already been issued the LOA or has entered into the Agreement as the case may be the same shall notwithstanding anything to the contrary Contained therein or in this RFP, shall terminated, by a communication in writing by DFCCIL without , the DFCCIL being liable in any manner-whatsoever to the Bidder or Consultant as the case may be. The award of this



Project to the Bidder at Bid stage may also be liable to, cancellation in such an event. In such an event the DFCCIL shall forfeit and, appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to DFCCIL for inter alia, time, cost and effort of DFCCIL and the Bidder shall be banned from submission of bids in any works/services tender issued by Ministry of Railways for a period of up to 5 years from the date of such banning done.

- f) Notwithstanding anything contained in this RFP, the DFCCIL reserves the right to accept or reject any Bid and to annul the Selection Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons, therefore.

2.6.2 The Technical Bid shall not include any financial information. A Technical Bid containing financial information shall be declared as non-responsive.

2.6.3 DFCCIL shall be at liberty to keep the credentials submitted by the Bidders at bidding stage, in public domain and the same may be uploaded by the DFCCIL on DFCCIL's website. Bidders should have no objection if DFCCIL uploads the information pertaining to their credentials as well as of their Key Personnel.

2.6.3 By submitting the Bid, it is also understood that the individual Key Personnel proposed in the bid by the Bidder, or any replacement thereof shall have no objection in uploading/hoisting of their credentials by the DFCCIL in public domain.

2.6.4 It is a mandatory precondition that each and all the pages of the Bid shall be uniquely numbered and self explanatorily, cross-referenced. The cross Referencing of all the pages shall be visibly reflected (the specific Page number, at which 'a clearly described Document' is placed in the Bid, shall be required to be mentioned, clearly, in "Check List" (Annexure to Form-7)", appended just after the aforesaid Letter of Bid (Form-7) , to facilitate the DFCCIL in ready referral.

2.6.5 In addition, all the Pages i.e., each Page of the Bid shall be initialed, on the round stamp of the Bidder/Consultant, by the same authorized representative of the Consultant who signs the Bid. Letter of Bid (Form-7 of Appendix-I) and Financial Submission (Form-1 of Appendix-II) shall require to be signed by all the Constituent members of the JV/Consortium, in case the bidder is a JV or consortium. At the required places, the Bidder/Consultant shall fill the required details in the Signature block(s), appended thereunder.

2.6.6 As per the schedule appended in the KIT, the consultant shall submit on <http://www.ireps.gov.in>;

(a) Technical Proposal:

(b) Financial Proposal

2.6.6 Evaluation of Bids

- a) As per the schedule appended in the KIT, Consultant's Proposals shall be opened on <http://www.ireps.gov.in>. DFCCIL shall open the Bids at date and time as provided in Key Information Table.

A Bid shall be considered responsive only if:

- i) the Technical Bid is received in the form as specified;
- ii) It is received by the Bid Due Date including any extension thereof pursuant to KIT;
- iii) it is accompanied by the Bid Security as specified in Introduction Clause 1.2.4;



- iv) it is signed and marked as stipulated in this RFP;
- v) it is accompanied by the Power of Attorney as specified;
- vi) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Form-9 or Form 9.1 of Appendix-I;
- vii) The Joint Bidding Agreement Agreement, in case of a Consortium, substantially in the format at Form-11 of Appendix-I;
- viii) it contains all the information (complete in all respects) as requested in the RFP;
- ix) it does not contain any condition or qualification; and
- x) it is not non-responsive in terms hereof.

2.6.7.1 DFCCIL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal, after Bid submission deadline, shall be entertained by DFCCIL in respect of such Bids.

2.6.7.2 DFCCIL shall subsequently examine and evaluate Bids in accordance with the Selection Process and the criteria set out in this RFP.

2.6.8 Post Bid Submission, Clarification

To assist in the examination, evaluation, and comparison of the Technical and Financial Proposals, and qualification of the Bidders, the Client may, at its discretion, ask any Consultant for a clarification of its Proposal. Any clarification submitted by a Consultant that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the Consultant's response shall be in writing. No change in the substance of the Technical Proposal or prices in the Financial Proposal shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Client in the evaluation of the Financial Proposal.

2.6.8.1 Evaluation of technical Bid –

- (i) The selection of the consultants shall be through **Quality cum cost Based System (QCBS)** with distribution of Scores accorded to Technical & Financial proposals bearing a ratio of **70:30**.
- (ii) On the Date corresponding to bid submission deadline, as conveyed in this RFP, last Date of bid submission, the Technical Bids shall be opened, by DFCCIL Evaluation Committee, as per the stipulated procedure of E Procurement Portal.
- (iii) The Technical Bid shall be evaluated in terms of EEC. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, and marking system specified in this RFP. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Introduction.
- (iv) Those bids, which pass the threshold marking criteria, shall be adjudged suitable for opening of their Price bid. The Consultants whose Technical Bids are not found suitable as result of technical bid evaluation shall be conveyed accordingly and their Price bid shall not be opened.

2.7 Financial Bid



- (i) The Client shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. On the designated date conveyed therein, the Price bids shall be opened as per the stipulated procedure of E Procurement Portal.
- (ii) The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. Consultants presence, during Price bid opening, is not mandatory. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud.
- (iii) Bidders shall submit the financial bid online in the formats indicated in Form-1 of Appendix-II.
- (iv) Consultants are required to submit a Lump-Sum Bid amount , the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes, specified in the Financial Proposal shall be considered as the offered price.
- (v) The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country.

2.7.1 While submitting the Financial Bid, the Bidder shall ensure the following:

- i) Financial Bid must be filled in IREPS using the format attached **Form-1 of Appendix-II**. No Details of Financial bid should be entered in Technical Bid.
- ii) No additional personnel /items/quantities other than that specified in the formats should be proposed by the Bidder.
- iii) GC shall be paid as per the Payment schedule, Annexure-III, for service and in terms of the provision of this RFP.
- iv) The Cost entered in the Financial/Price bid shall be all inclusive. All the costs associated with the Project shall be included in the Financial Bid. These shall normally cover remuneration for all the personnel [Professional, Experts, Support Staff & Administrative Staff & relevant overheads (if any)], accommodation, air fare, travel, Transportation (Local or Other places) equipment, Consumables, cost of office accommodation, including overheads and back-stop support, communications costs, Office maintenance, printing of documents (cost of reports production and delivering to the Client), stationary, all Plant & equipment Fuel and consumables etc. The Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Bid, it shall be considered non-responsive and liable to be rejected.
- v) DFCCIL shall not provide any facility of any sort to the Consultant.
- vii) The Financial Bid shall take into account all expenses and all tax liabilities except for GST. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- viii) There is no provision of Mobilization advance in this contract.

2.7.2 The rates quoted shall be firm throughout the period of performance of the Project up to and including discharge of all obligations of the GC under the Agreement. No escalation shall be admissible.

2.8 Negotiation



- 2.8.1 After successful Evaluation of Technical & Financial Proposals & based upon the combined scores, in terms stipulated under EEC, ranking of consultants shall be finalized to assess the highest ranked Consultant. Client shall invite the highest ranked consultant for Financial Negotiation. An Agenda, containing items for discussion, shall be conveyed to such highest ranked bidder.

Negotiation Minutes shall be drawn and be incorporated in the contract Agreement for the general Consultancy Contract.

2.9 Letter of Award (LOA) and Signing of Agreement

- 2.9.1 After successful Negotiation with highest ranked Consultant, Client shall issue "Letter of Acceptance" (LOA), clearly conveying Client's acceptance of, revised Terms & conditions of this Consultancy Contract and Consultant's revised offer [if applicable]. The LOA shall be a binding contract between the Client and Consultant till a formal Contract is signed by the Parties. Consultant shall, promptly, acknowledge the receipt of LOA, in writing.
- 2.9.2 If the Bidder fails to comply with any of the conditions indicated in RFP (unless any period is relaxed by DFCCIL for compelling and genuine reasons and the decision of DFCCIL in such case would be absolute and final), the LOA can be withdrawn duly forfeiting the Bid Security of the Bidder.

2.10 Performance Security

- 2.10.1 In order to ensure the due performance of the contract, the Selected Bidder shall submit a Performance Security to DFCCIL for a sum equivalent to amount as mentioned in the KIT. The Selected Bidder shall have to submit Performance Security within the days mentioned in the KIT. Extension of time for submission of Performance Security beyond such days and up to 60 (Sixty) days from the date of issue of LOA may be given by DFCCIL on written request of the Selected Bidder. However, a penal interest @15% per annum on the amount of Performance Security, shall be payable, by the Selected Bidder for the period of extension beyond the days mentioned in the KIT. In case Selected Bidder fails to submit the Performance Security even up to 60 (Sixty) days from the date of issue of LOA, the Contract shall be terminated by cancellation of LOA and amount of Bid Security shall be forfeited.
- 2.10.2 The Performance Security shall be payable through RTGS/NEFT in the bank account as mentioned in the KIT, or in the form of Bank Guarantee/TDR/Demand Draft/ Bankers' Cheque or Pay Order in favour of as mentioned in the KIT, drawn on any Indian nationalized or Indian scheduled commercial bank. The said Performance Security will be kept valid for duration as mentioned in the KIT. Thereafter as required by the DFCCIL, the same shall be extended further for the required period as may be decided by the DFCCIL. The Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.
- 2.10.3 The Performance Security shall be released two months after the payment of the final bill and submission of NOC.
- 2.10.4 **Forfeiture of Performance Security**

The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the DFCCIL's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the DFCCIL as the mutually agreed pre-estimated compensation and damages payable to the DFCCIL for, inter alia, the time, cost and effort of the DFCCIL in regard to the RFP, including the consideration and evaluation of the Bid, under the following conditions:

- i) If a Bidder engages in any of the Prohibited Practices specified in this RFP;
- ii) if the Bidder is found to have a Conflict of Interest as specified in this RFP; and



- iii if the Selected Bidder commit a breach of the Agreement
- iv) In Case, Consultant does not extend the validity of the Performance security BG, it shall form a ground for Client opting to encash the Bank Guarantee.

2.11 Contract Agreement

The Selected Bidder shall be required to sign a **Contract Agreement** within the days as specified in the Key Information Table after submission of Performance Guarantee or within the time as extended by DFCCIL due to administrative reasons for submission of Performance Guarantee as per sub-Clause 2.10.

After signing of Contract by the Parties, Bid security of successful and non-successful Consultant shall be returned.

2.12 Fraud and Corrupt Practices

2.12.1 DFCCIL requires that the Bidder(s) participating in selection process adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, DFCCIL

- i) Defines, for the purpose of this paragraph, the terms set forth below:
 - (a) "Corrupt practice" means the offering, promising, giving, receiving, or soliciting, directly or indirectly, of anything of value which he is not legally entitled to, to influence the action of a public official in the selection process or in contract execution.
 - (b) "Fraudulent practice" means a wilful misrepresentation or omission of facts or submission of fake/forged Documents in order to influence a selection process or the execution of a contract.
 - (c) "Collusive practices" means a scheme or arrangement whether formal or informal, between two or more /Bidder(s) with or without the knowledge of DFCCIL, designed to establish prices at artificial, non-competitive levels, submission or non-submission of Bids.
 - (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- ii) Will reject a bid for award if it determines that the Bidder(s) recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; and
- iii) Will sanction the Bidder(s), including declaring the Bidder(s) ineligible, either indefinitely or for a stated period of time, for award of a contract if at any time determines that the Bidder(s) has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract.

2.12.2 The Bidder(s) should be aware of the provisions on fraud and corruption stated in the specific clauses in the Conditions of Contract.

2.13 Intellectual Property

2.13.1 The Bidder warrants that in providing the Services it shall not infringe copyright, patent, confidential information, or any other intellectual property right of any third party and indemnifies the DFCCIL against any claim made against it arising from any infringement of any intellectual property right belonging to any third party. In the event, the GC relies on or make use of any intellectual property right belonging to a third party, the GC would be solely responsible to negotiate and pay the royalty to the third party and no such expenditure would be payable by the DFCCIL. [Development plans,



building plans and drawings] prepared/reviewed by the Bidder shall be property of DFCCIL and DFCCIL shall be at liberty to use it freely at any place without paying any royalty.

- 2.13.2 The copyright including the database rights in all the works produced during the course of or in consequence of providing the Services shall belong to the DFCCIL, absolutely. DFCCIL will be the owner of the copyright in the works produced during the course of providing service. DFCCIL has the right to use the same anywhere else, without paying extra compensation to the GC.

2.14 Confidentiality

- 2.14.1 Information relating to evaluation of bids and recommendations concerning awards shall not be disclosed to the Bidder(s) who submitted the bid or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its bid and may be debarred from participating in future tenders for the period of two year.

2.15 Foreign Companies

Global tender enquiry shall not be invited for Tenders value up to Rs 200 Crore as per Letter No. F .12/17/2019-PPD dated 28.05.2020 issued by Ministry of Finance, Govt of India including Letter No. F. 04.1.202 I-PPD Government of India, Ministry of Finance, Department of Expenditure, Letter Dated the 03rd August 2021.2 Foreign companies registered in India under Companies Act and having offices in India shall be allowed to bid.



ELIGIBILITY & EVALUATION CRITERIA (EEC)



Eligibility & Evaluation Criteria (EEC)

3. Criteria for Eligibility & Evaluation

3.1 Conditions of Eligibility of Bidders

3.1.1. Bidders must carefully read the minimum conditions of eligibility (the "Conditions of eligibility") provided herein.

3.1.2. Minimum Eligibility Criteria-To be eligible for evaluation of its Bid, the Bidder shall fulfil the following:

Factor	Minimum Eligibility Criteria		
Sub Section with Sub- Factor	Criteria		Documentation Required
	Requirement	Compliance Requirements	
3.2- Conflict of Interest	No- conflicts of interests as described below	Must meet requirement by the single entity/ By each partner of the JV/Consortium	'Form of Covering letter to be submitted by the Consultant'- Form-7 of Appendix-I
3.2.1-Conflict of interest	Conflict of interest A Bidder /Consultant submitting proposal for the General Consultancy Services shall not have conflict of interest. The Bid of the Consultant found to have a conflict of interest shall be rejected. A Bidder shall be considered to be in a conflict of interest with one or more parties in this Bid process, if, including but not limited to: Refer Para ITB Para 2.1.4 (Conflict of interest)		
3.2.2-compliance of Requirement regarding (non) Banning and (no) Corrupt practices	Compliant or non compliant with the following Conditions	Must meet requirement by the single entity/ By each partner of the JV/Consortium	Form of Covering letter to be submitted by the Consultant'-Form-7 of Appendix-I
3.2.3- Requirement of compliance regarding (non) Banning for Business/Bankruptcy/Insolvency/Poor Performance	The Bid Application of Consultant seeking empanelment shall be rejected if ; i) The Consultant or any of its constituents have been blacklisted/banned for business dealings with Indian Railways along with any of its attached and subordinate offices, with the banning being valid as on the last date of Bid Application , except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the aforesaid deadline, for which satisfactory evidence is to be produced. ii) Any previous contract of the Consultant or of any of its constituents had been terminated for Consultant's failure by at any time starting from 02 years before the deadline for Bid Application submission. iii) The Consultant or any of its constituents has suffered bankruptcy/insolvency or it is in the process of winding-up or there is a case of insolvency pending before any Court on the before the deadline for Bid submission or thereafter till finalization of Bid Process. iv) The Consultant or any of its constituent(s) has been declared by Indian Railways along with any of its attached and subordinate offices to be a poor performer and the period of poor performance is still in force on the deadline for Bid Application submission.		



3.2.4-Corrupt Practices	<p>Consultants or any of its constituents shall observe the highest standard of ethics during the Bid process and during subsequent implementation of Contracts awarded by Indian Railways/ its attached and subordinate offices. In pursuance of this policy:</p> <p>Regarding Fraud and Corrupt Practices-Refer Para ITB Para 2.12 (Fraud and Corrupt Practices)</p> <p>DFCCIL has the right to reject the Bid Application(s) if it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the empanelment.</p>		
3.2.5-Establishment and Certification of Firm	<p>The Consultant's Firm shall have been established (registered in India) for a minimum period of 8 Years from the Bid Notification date i.e. the period from Consultant's Year of establishment to Bid Notification date shall be minimum Eight years.</p>	<p>Must meet requirement by the single entity/ By each partner of the JV</p>	<p>Form-1 & 1A of Appendix-I</p> <p>In Case of Consultant being a JV, the Year of establishment shall require to be mentioned, separately, by each constituent member / Partner wise, in the Form-1 & 1A of Appendix-I</p>
<p>3.3-Financial Capacity-</p> <p>3.3.1-Net worth</p>	<p>Consultant's Firm shall furnish data regarding 'Net worth', calculated as the difference of Total assets and total liability for the Last five Years, average of such Net worth values (for the last five FYs) shall be assessed which is required to be positive. The FYs, during which Consultant registered negative Net worth, shall not exceed two.</p>	<p>Must meet requirement by the single entity/ By each partner of the JV/Consortium</p>	<p>Form-2 of Appendix-I</p> <p>In Case of Consultant being a JV, the Net worth shall require to be mentioned, separately, by each constituent member / Partner wise, in the Form-2 of Appendix-I</p>



<p>3.3.2-Average Annual Turnover</p>	<p>The Average Annual Turnover for the last 3 (three) financial years should be a minimum of Rs. 20 Crores.</p> <p>Average Annual Turnover shall be from professional (consultancy) fees in the 3 (three) financial years preceding the Bid Due Date. For the avoidance of doubt, professional fees refer to fees received by the Bidder for providing any consultancy services to its clients.</p> <p>In Case of Consultant being JV, each Constituent Member (Lead Partner and each of respective Partners) shall be required to, separately, furnish data regarding 'Average Annual Turnover' in the Format appended as Form-3 of Appendix-I.</p>	<p>Must meet requirement by the single entity/ By partners of the JV/Consortium jointly.</p> <p>In Case of JV/Consortium, the Lead Partner to meet minimum 50% of the Eligibility requirements and Constituent Partner / Member to meet minimum 25% of the Eligibility requirements.</p>	<p>Form -3 of Appendix-I</p> <p>In Case of Consultant being a JV, the Average Annual turnover shall require to be mentioned, separately, by each constituent member / Partner wise, in the Form-3 of Appendix-I</p>
<p>3.4-Technical Capacity</p>	<p>A Consultant must have successfully completed/substantially completed one "Eligible Work", during last 05 (five) years including the current Financial Year preceding the Bid Due Date.</p>	<p>Must meet requirement by the single entity/ By partners of the JV/Consortium jointly.</p> <p>It is clarified that at least one of the works for this purpose should be in excess of Rs. 4 Crs.</p>	<p>Form-4 of Appendix-I</p>



<p>3.4.1- Eligible Consultancy Work-</p> <p>Note: The works eligible of "similar nature" will be considered as fulfilling the bid requirements dependent on the classification of the works in the jurisdiction in which the same was carried. For eg. if a jurisdiction treats a speed of 160 KMPH as 'High Speed' the same will be considered as eligible for this bid purpose also.</p>	<p>General Consultancy Services, Preparation of Detailed project Report (DPR) or Detailed Design Works for Railway/ metro /Any SPV with Ministry of Railways/ DFCCIL / Multi Modal Transport hub/ Regional Rapid Transit System (RRTS)/ High Speed Rail (HSR)/ monorail Projects ;</p> <p>General Consultancy Work shall involve providing complete downstream tendering support, including (but not limited to) Preparation of PQ, Bid Document, Evaluation and award of work.</p> <p>Work of Detailed Design shall involve complete Railway Infrastructure design involving, Civil, Electric, Signalling and telecommunication.</p> <p>The Value/awarded cost of aforesaid Work of general Consultancy Services shall be equal to or more than INR 4.0 crores.</p>	<p>Must meet requirement by the single entity/ By partners of the JV/Consortium jointly.</p> <p>In case of a JV/ Consortium, experience of the Consortium as a whole or any of its constituent Members shall be considered.</p>	<p>Form-4 of Appendix-I</p> <p>and</p> <p>Note no-B (as appended below) regarding Documentation required sub-Para 3.4</p>
<p>3.4.2 Minimum Key personnel (Refer Para-3.5 below)</p>	<p>The Consultant seeking empanelment shall show that they have Minimum Key personnel.</p>	<p>Must meet requirement by the single entity/ By partners of the JV/Consortium jointly.</p>	<p>Form-5 of Appendix-I</p> <p>And,</p> <p>Duly signed CV of each of the Minimum Key personnel on the Permanent payroll of the Consultant shall be submitted in Form-8 of Appendix-I</p>



3.5-Minimum Key Expert -Evaluated positions.

S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
1	Team Leader	01	Graduate in Civil Engineering	01	01 mark for Post Graduate in Civil Engineering	Minimum 10 years professional experience in the field of Railway / Regional Railway Project/High Speed Railway / LRT/ Metro Railway Projects involving General Consultancy Works, DPR / Feasibility Studies Works or Detailed Design Works out of which at least 05 years' experience, as Team Leader/Project Director/ Project Manager/ Chief Resident Engineer. Team Leader must be on Permanent roll of The Consultant/respective Constituent Member (proposing the Team Leader) for the Last Two Years from the Bid submission deadline.	Releva nt Experie nce up to and includi ng 10 Year - 0 marks. 0.25 marks for every 1 year of additio nal experie nce beyond 10 years, subject to maxim um 01 mark for additio nal experie nce	03



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Marking Criteria	Max. Marks Allocation
		Minimum number of Expert	Minimum Qualification Requirement	Marks for min. qualification	Addition al Marks in case of more qualification than minimum requirement	Relevant Experience (Minimum)		
2	Alignment Expert	01	Graduate in Civil Engineering	01	-	05 years professional experience in the field of Topographical survey / Final Location Survey & Finalization of Alignment of Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRTC/ Metro Railway Projects, out of which minimum two Years' Experience in the above stated Topographical survey / Final Location Survey & Finalization of Alignment using Aerial LiDAR Studies/Technology and related Software.	Relevant Experience up to and including 5 Year - 0 marks. 0.25 mark for every 01 additional year of experience subject to maximum 01 marks for relevant experience	02
3	LIDAR Expert	01	Graduate in Civil Engineering/ Geo-informatics /MSc in Geology/ Surveying & Mapping.	0.5	-	05 years' experience in LiDAR involving Data Collection, Interpretation and analysis of Data, Digital Terrain Modelling (DTM) derived from Aerial LiDAR Data for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRTC/ Metro Railway	Relevant Experience : <5 Year - 0 marks 5 years - 0.5 Mark	01



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
						Projects/Highwa y/Other Infrastructure projects		
4	Cost Estimator	01	Graduate in Civil Engg.	01	0.5 mark for Post Graduate in Engineer ing	05 years' experience in Construction Quantification, Cost estimation & Costing , for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRTC/ / Metro Railway Projects/Highwa y/Other Infrastructure projects	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks 0.25 mark for every 01 additio nal year of experie nce subject to maxim um 0.5 marks for relevant experie nce	02



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Marking Criteria	Max. Marks Allocation
		Minimum number of Expert	Minimum Qualification Requirement	Marks for min. qualification	Addition al Marks in case of more qualification than minimum requirement	Relevant Experience (Minimum)		
5	Bridge design Expert	02	B Tech in civil engineering	01	0.5 mark for PG in Structural Engineering or similar	05 years professional experience in the field of design of bridges involving design of Bridge Foundation, Sub Structure and Superstructure of the Bridge for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRTC/ Metro Railway Projects	Relevant Experience : up to and including 5 Year - 0 marks. 0.25 mark for every 01 additional year of experience subject to maximum 0.5 marks for relevant experience	@02 Marks per Expert , Total 04 Marks
6	Geo-Tech Expert.	02	Graduate in Civil Engineering/ Geo Tech Engineering/MSc. In Engineering Geology/Masters in Geotechnical Engineering	01	-	05 years professional experience in the field of Geotechnical Investigations for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRTC/ Metro Railway/Highway infrastructure projects.	Relevant Experience : up to and including 5 Year - 0 marks. 0.25 mark for	@ 1.5 Marks per Expert , Total 03 Marks



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
							every 01 additio nal year of experie nce subject to maxim um 0.5 marks for relevant experie nce	
7	Tunnel Expert		Graduate in Civil Engineering/M. Sc. in Engineering Geology	01	-	05 years professional experience in the field of design of Tunnel for Railway / Regional Railway Project/High Speed Railway/ DFCCIL/NCRT C/ Metro Railway/Highwa y infrastructure projects.	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks. 0.5 mark for every 01 additio nal year of experie nce subject to maxim um 01 marks for relevant experie nce	02



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
8	Hydrology Expert		Master of Technology (M. Tech) in Hydrology	01	-	05 years professional experience in the field of hydrological studies for Railway Regional Railway Project/High Speed Railway/DFCCI L/ Metro Railway infrastructure projects	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks. 0.25 mark for every 01 additio nal year of experie nce subject to maxim um 01 marks for relevant experie nce	02
9	Railway Track Design Expert		Graduate in Civil Engineering	01	-	05 years professional experience in the field of Planning, design, Installation of long welded Railway Track involving; Experience/Qualif ication in Design of Railway Track Alignment using Alignment Design Software ;	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks 0.25 mark for every	02



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
						for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRT C/ /Metro Railway infrastructure projects	01 additio nal year of experie nce subject to maxim um 1.0 marks for relevant experie nce	
1 0	Railway Electrificatio n Design Expert	02	Graduate in Electrical Engineering	01	-	05 Years Professional experience as Electric design expert Involving; i).Traction Sub Stations (TSS) Design ii).Over Head Equipment (OHE) System Design iii).Supervisor Control and Data Acquisition (SCADA) System iv).Traction Power Supply System (TPSS) Design v).Provision for Permanent Markers vi).Contractor's Quality Assurance Plan vii).Development and Monitoring	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks. 0.25 mark for every 01 additio nal year of experie nce subject to maxim um 0.5 marks for relevant experie nce	@ 1.5 Marks per Expert , Total 03 Marks



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
						Project Construction Sequence and Schedule viii).Utility Shifting Activities and Liaison of DB Contractor with Various Government Department; for Railway /Metro Electrification Projects		
1 1	Railway Signaling & Telecommuni cation design Expert		Graduate in Electronics and Communication Engineering from recognized University/Instituti on Institution	01		05 Years Professional experience as Signalling and / or Telecommunicati on design expert for Railway /Metro Projects.	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks 0.25 mark for every 01 additio nal year of experie nce subject to maxim um 1.0 marks for relevant	02



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
							experie nce	
1 2	SCADA (supervisory Control and Data Acquisition)Expert		Bachelors Degree in Instrumentation/Electronics & Communication/Electrical Engineering Conversant with SCADA software packages, display building, database creation, testing and report generation	01	-	05 Years Professional experience as SCADA Expert for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRTC/ /Metro Railway infrastructure projects	Relevant Experience : up to and including 5 Year - 0 marks. 0.25 mark for every 01 additional year of experience subject to maximum 1.0 marks for relevant experience	02



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
1 3	Safety , Health & Environment expert		Masters in Environment Sciences	01	-	05 Years Professional experience as Safety, Health & Environment (SHE) Expert for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRT C/ /Metro Railway infrastructure projects	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks. 0.25 mark for every 01 additio nal year of experie nce subject to maxim um 1.0 marks for relevant experie nce	02
1 4	Project Scheduling expert		Graduate in Engineering with PG Diploma in Project Management and conversant with Preparation Primavera based Coordinated Construction programme, Forensic delay analysis	01	-	05 Years professional experience in the field of Primavera based Project scheduling, programming, Progress monitoring, Forensic delay analysis for Railway / Regional Railway Project/High Speed Railway /	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks 0.5 mark for every	02



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
						DFCCIL/NCRT C/ /Metro Railway/Highwa y infrastructure projects	01 additio nal year of experie nce subject to maxim um 01 marks for relevant experie nce	
1 5	Legal expert		Graduate degree in Law	01	0.5 Marks for Postgrad uate Degree in Law	05 Years professional experience in the field of Contract Law, Arbitration for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRT C/ /Metro Railway/Highwa y infrastructure projects	Releva nt Experie nce : up to and includi ng 5 Year - 0 marks. 0.25 mark for every 01 additio nal year of experie nce subject to maxim um 0.5 marks for relevant experie nce	02
1 6	Taxation Matters		Chartered Accountant (CA)	01	-	05 Years professional	Releva nt	02



S n	Key Expert Position	Minimum Requirement for Proposal of Position					Markin g Criteria	Max. Marks Allocat ion
		Minim um numbe r of Expert	Minimum Qualification Requirement	Marks for min. qualifica tion	Addition al Marks in case of more qualificat ion than minimu m requirem ent	Relevant Experience (Minimum)		
			With conversant with GST Law & GST related matters			experience in the field of Taxation, dispute related with Taxation, GST Management & GST related Dispute & Its adjudication for Railway / Regional Railway Project/High Speed Railway / DFCCIL/NCRT C/ /Metro Railway/Highwa y infrastructure projects	Experie nce : up to and includi ng 5 Year - 0 marks. 0.25 mark for every 01 additio nal year of experie nce subject to maxim um 01 marks for relevant experie nce	
								36

Notes:**A) Financial Capacity**

- (i) The Bidder shall enclose with its Bid, certificate(s) from its Statutory Auditors stating its Net Worth (Sub Para-3.3.1, above) for the last five years. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder. All forms verified/certified by Statutory Auditor or CA should have clear mention of UDIN number.
- (ii) The Bidder shall enclose with its Bid, certificate(s) from its Statutory Auditors stating its total revenues from professional fees (Sub Para-3.3.2, above) during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Bid. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder. All forms verified/certified by Statutory Auditor or CA should have clear mention of UDIN number.



B) Technical Capacity:

- i) For completed or substantially completed eligible Consultancy Works, value of work done shall be updated to last day of the previous month of Bid submission price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year.
- ii) The value of eligible Projects completed /substantially completed abroad, in Currency other than INR, shall be first converted into INR based on the Reference rates, as published by **Financial Bench Marks India Pvt. Ltd (FBIL)**, corresponding to the date expressed as the 'date of successful completion or the 'date of experience certificate'.
- iii) In case the value of the completed works is in a currency other than Indian Rupees, the value of work in foreign currency shall be converted into equivalent Indian Rupees by adopting Exchange rates, as given by **Financial Benchmark India Pvt Ltd (FBIL)**, rates as prevailing on 28 days before the latest date of submission of Bid.
- iv) The value of Eligible Project executed in a developed country which is a member of OECD shall be further multiplied by a factor of 0.5 (zero point five) and the product thereof shall be the value of such Eligible Project.
- v) The assignment is directly awarded to the Bidder by a Govt. Department / PSUs; or by a Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of Bid by the Bidder to the Authority. In case of foreign assignment, work experience for only Government bodies shall be considered.
- vi) For evaluation, substantially completed means that the Bidder has received at least 90% of the professional fees against original agreement value towards undertaking such Eligible Assignment.
- vii) Only work executed as **main consultant** to the employer shall be considered/evaluated. Works executed as sub-consultant to a main consultant shall not be considered.
- viii) For claiming the desired experience, Bidder shall have to submit a valid proof acceptable to the DFCCIL.
- ix) In case the work experience is for the work executed outside India, the Bidder(s) have to submit the completion/ experience certificate issued by the owner/ director of the company/ government Authority of availing services duly signed & stamped, and affidavit to the correctness of the completion/ experience certificates. The Bidder shall also get the completion/experience certificate attested by the Indian Embassy / Consulate / High Commission in the respective country. In the event of submission of completion I experience certificate by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by Chamber of Commerce of the respective country and attested by the Indian Embassy/ Consulate/ High Commission in the respective country.
- x) In case, the Work experience, claimed by the individual constituent Members of the JV (participating in the Bidding process), pertained to the Works, in which it [that individual Constituent member] participated as JV/Consortium Member, the accreditation of such Work experience shall, only, be to the extent of that individual constituent's participation (expressed, clearly in percentage terms) in that respective JV/Consortium.



To cite an example- if two Consultancy Firms, 'X' & 'Y', both registered in India, respectively claiming experience, in a Consultancy Work of Value- 'E', executed earlier by a JV A-X [with 60:40 percentage Participation] and in another Consultancy Work of value- 'F', executed earlier by a JV B-Y [with 70:30 percentage Participation], the respective/individual Experience of Consultancy Firms 'X' & 'Y' shall be treated, as under, for subsequent weighted accreditation;

- (a) Experience of X= 0.4 x E
- (b) Experience of Y=0.3 x F;

Or

In case the Bidder claims its relevant experience from an assignment undertaken in a JV/Consortium, receipts from its share of the fee from such assignment, as certified by statutory Auditor or /Independent CA as the case may be, shall be reckoned to be considered as an Eligible Assignment.

xi) Note regarding Documentation required sub-Para 3.4

In substantiation of claimed Experience, the Consultant/Bidder shall be required to submit the following Documentation, as applicable:

(i) In Case of "successfully completed Works"

- a) Self-Attested Copies of completion certificates of eligible Works, mentioning;

- (i) Name of Work
- (ii) Type of Consultancy Work- Whether General Consultancy/DPR or Detailed design Work
- (iii) Contract Agreement number
- (iv) Name of Contractor
- (v) in case of executing Agency being JV/Consortium, the Consultant Participation, in % terms
- (vi) Accepted Bid Amount
- (vii) Percentage and Value of Completed Work
- (viii) In case of DBLS work, the General Consultancy/DPR and or detailed design portion of the Value of completed work
- (ix) Payment towards Consultancy Work received by the Consultant.

and;

Certifying successful completion of the (eligible) Work and certifying;

- i) In case of Successful completion of General Consultancy Work- Certificate shall mention that General Consultancy Work involving complete support in tendering for Civil, Elect and S&T Contract Packages.
- ii) In case of Successful completion of DPR Work- Certificate shall mention successfully completed DPR Work and mention the DPR work to include Civil, Track, OHE & Signaling and telecommunication Works.



- iii) In case of Successful completion of Detailed design Work- Certificate shall mention of successfully completed detailed design Consultancy Work and mention to include detailed design of the concerned Railway Infrastructure project invariably involving Civil, Track, OHE & Signaling & Telecommunication;
 - b) Certificate must have been issued, by the original Contract Awarding Authorities like Railway / Regional Railway Authorities/High Speed Railway Authority/ Metro Railway Authority/DFCCIL or the Main contractor to the Employer for a design & build contract (DBLS Contract).
 - c) In case of eligible work done in the aforesaid DBLS contract, in addition to the above stated satisfactory completion certificate issued by the main Contractor, Bidder has to submit documentary evidence signed by Director of the main Contractor that the aforesaid main contractor was engaged by the concerned Employer for execution of construction activities for the same work and work is completed successfully.
- (ii) In Case of "Substantially Completed Works"

Completion Certificate, showing, in addition to the details as mentioned above, also the details of 'Value of Substantially completed Work' and Certifying successful substantial completion of the (eligible) Work(s), as mentioned above and issued by relevant Authorities, as mentioned above.

C) Key Personnel :

- (i) The Bidder shall offer and make available all Key Personnel meeting the requirements specified in Bid (Organisation & Staffing) related to Manpower Deployment under the Terms of Reference of this RFP.
- (ii) An expert wise deployment Schedule shall be formulated and incorporated in the technical bid.
- (iii) At the stage of Interaction with Team and Skill Test of Key Personnel, it has to be certified by the bidder that there is no conflict regarding availability of the proposed key personnel with respect to other projects on Ministry of Railways and if such a conflict comes to its notice any time before issue of letter of acceptance in the present tender, it shall be brought to the notice of the DFCCIL immediately.
- (iv) If more than 25% of the Key Personnel proposed by the bidder fail to meet the eligibility criteria, the bidder shall be considered to have failed to meet the eligibility criteria with regard to Key Personnel. However, in case of failure up to 25% of Key Personnel to meet eligibility criteria, zero marks will be awarded to such Key Personnel during evaluation of technical score and the bidder will have to replace such Key Personnel with eligible Key Personnel within a period of [seven] days from communication made by DFCCIL in this regard. If the bidder fails to replace such Key Personnel within the aforesaid time, DFCCIL shall summarily reject the offer of such Bidder(s).
- (v) The GC shall engage all Professional/Experts, support staff, as necessary, for providing the General Consultancy Services, as envisaged and mentioned in this RFP, within stipulated time of completion, to the entire satisfaction of the DFCCIL. The Key Experts, provided in Para-3.5 of EEC, are minimum evaluated positions for the purpose of evaluation and assessment purpose, only. DFCCIL shall not make any additional payment for additional Experts over and above such Key Experts (for evaluation purpose).



- (vi) Team Leader must be on Permanent roll of the Consultant/respective Constituent Member (proposing the Team Leader) for the Last Two Years from the Bid submission deadline.
- (vii) Each Constituent Member of JV/Consultant shall contribute by Proposing at least 03 Key Experts out of 16 Key Experts (for evaluation purpose only) , above.

D) General Notes

- i. Bidder shall be required to submit **Letter of Bid**, in terms of **Form-7 of Appendix-I**, along with their Bid and other relevant documentation, as necessitated and required to be submitted in this Bid Document.
- ii. It is a mandatory precondition that each and all the pages of the Bid shall be uniquely numbered and self explanatorily, cross-referenced. The cross Referencing of all the pages shall be visibly reflected (the specific Page number, at which 'a clearly described Document' is placed in the Bid, shall be required to be mentioned, clearly, in "**Check List**" (**Annexure to Form-7 of Appendix-I**)", appended just after the aforesaid Letter of Bid (Form-7 of Appendix-I) , to facilitate the DFCCIL in ready referral.
- iii. In addition, all the Pages i.e., each Page of the Bid shall be initialed, on the round stamp of the Bidder/Consultant, by the same authorized representative of the Consultant who signs the Bid .Letter of Bid (**Form-7 of Appendix-I**) and Financial Submission (**Form-1 of Appendix-II**) shall require to be signed by all the Constituent members of the JV/Consortium, in case the bidder is a JV or consortium. At the required places, the Bidder/Consultant shall fill the required details in the Signature block(s), appended thereunder.
- iv. During the period from issuance of this Bid Notification and till declaration of award of the Consultancy Services', the DFCCIL's '**Key person/Nodal officer for Communication**' shall be;

'Key person/Nodal officer for Communication'	E Mail ID for communication and submittal of Bid
Sh Pawan Kumar- Position : GM/PPP Room No.301,3 rd Floor, Supreme Court Metro Station Building, New Delhi – 110001, INDIA All Communications, required to be made through E Mail only, shall be made to the above E Mail address;	All Communications, required to be made through E Mail only, shall be made to the following E Mail address; E Mail: gm_ppp@dfcc.co.in Tel-011-23454970



E) Important Note-

Any communication with any Officer /Authority, other than the above mentioned specific 'Key Person / Nodal Officer for Communication with DFCCIL' shall attract the provisions, as under;

Any attempt by a Prospective Bidder/Consultant to influence the DFCCIL, in the evaluation of the Bid and resultant decision there from, may result in the rejection of its Bid. In this direction, any attempt by the Bidder, to contact (through any means) any Officer other than **Key person/Nodal officer for Communication'** (as mentioned in Para, below), or any attempt at the submission of any written correspondence regarding this Bid Notification, to any authority/Official other than aforesaid **Key person/Nodal officer for Communication'**, if discovered, would constitute an attempt to influence the Client and may result in rejection of that Bidder's bid for this consultancy Work.

3.6 Evaluation of Technical Bid

In the first stage, the Technical Bid will be evaluated as per clause marking criteria given hereunder. Based on the technical evaluation, only those Bidders whose Technical Bid score (ST) is 49 or more out of 70 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST). They will be designated as T1, T2, T3, T4 and so on based on their Technical Score (ST) from highest to lowest respectively.

3.7 Distribution of Maximum marks

S.N	Parameters of technical Evaluation	Criteria	Max Marks
1	Establishment	Must meet	No Marks
2	Net worth	Must meet	No Marks
3	Financial Capacity-Average Annual Turnover	Must Meet	17
4	Technical Capacity	Must Meet	17
5	Key Personnel on the Permanent payroll of the Consultant	Must Meet	36
Total Max Marks			70
-x-			
Minimum Marks required for Passing the technical Evaluation stage			49

3.7.1 Marking criteria**3.7.2 Financial Capacity****3.7.2.1 Average Annual Turnover**

S.no	Average Annual Turnover (Ref-3.3.2)	Marking criteria	Maximum Marks
1.	=Rs.20 crores	10	17
2.	> Rs 20 crores <=30 crores	12	
3.	>Rs.31 crore and <= Rs.40 crores	15	
4.	>Rs.40 crores	17	

3.7.3 Technical Capacity

S.N	Eligible Consultancy Works (Ref-3.4.1)	Marking criteria	Maximum Marks
1.	01 Work of Rs. 4.0 crores	10	17
2.	02 Works of Rs. 4.0 Crores Or 01 Work of 08 crores	12	
3.	04 Works of Rs. 4.0 Crores Or 02 Work of 08 crores Or 01 Work of 10 crores	15	
4.	06 Works of Rs. 4.0 Crores Or 04 Work of 08 crores Or 02 Work of 10 crores Or 01 Work of 20 crores	17	

3.7.4 Key Personnel-Refer 3.5 above

After technical Evaluation of bids, the Consultants, adjudged, as technically suitable (after obtaining minimum 49 marks out of Max 70) and designated as T1, T2, T3, T4 and so on based on their Technical Score (ST), shall be informed regarding their eligibility regarding their Price bid to be opened. The Date and time of price bid opening shall be conveyed to them.

3.8 Evaluation of Financial Bid

- i) After the technical evaluation as above, the Financial Bids of top 6 (six) Bidders only with highest technical scores (i.e., T1, T2, T3, T4, T5 and T6 only) shall be opened.
- ii) After the Financial Bids are opened as above, the Financial Bids will be ranked from lowest to highest and designated as L1, L2, L3, L4, L5 and L6 respectively.
- iii) For financial evaluation the total cost indicated in the Financial Bid will be considered.
- iv) Each of the above six Financial Bids (i.e., L1, L2, L3, L4, L5 and L6) will be assigned a Financial score (SF). The lowest Financial Bid (L1) will be given a financial score (SF) of 30 points. The financial scores of other Bids will be computed as follows:

SF of L1 = 30

SF of L2 = $30 \times L1/L2$

SF of L3 = $30 \times L1/L3$

SF of L4 = $30 \times L1/L4$

SF of L5 = $30 \times L1/L5$

SF of L6 = $30 \times L1/L6$

3.9 Combined Techno-Financial Evaluation (QCBS)

3.9.1 The Combined technical (ST) and financial (SF) scores will be computed as follows:

$$S = ST + SF$$

Where S is the Combined Score. The Bidder scoring the highest Combined Score shall be designated as H 1.



3.10 Selection of GC

- (i) The Selected Bidder shall be the first ranked Bidder H1.
- (ii) The DFCCIL shall annul the Bidding Process in case the first ranked Bidder withdraws or fails to comply the requirements specified in this RFP.
- (iii) In the event that two or more Bidder(s) obtained equal marks in overall marks obtained (S), the Bidder(s) have higher technical score will be finally awarded the contract. However, in case technical score is also equal then the Bidder(s) having higher financial capacity in terms of Clause 3.3 of RPP shall be awarded the contract.

3.11 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the days as mentioned in the KIT. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

3.12 Commencement of the Project

The GC shall commence the services from the date as mentioned in the LOA. The DFCCIL at its discretion may issue instruction to commence the services from a date later than the one mentioned in the LOA. However, the DFCCIL shall provide at-least [15 days] period for deployment and commencement of services in terms of any revision of the date mentioned in the LOA. The actual date of commencement of Services by the General Consultant in terms of this clause 3.12, shall be the effective date (the "Effective Date") for commencement of Services under this Agreement.

4.0 Miscellaneous

- 4.1** The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

DFCCIL in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process;
- b) or modify the dates or other terms and conditions relating thereto;
- c) consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/or evidence submitted to DFCCIL by, on behalf of and/or in relation to any Bidder; and/or
- e) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

- 4.2** It shall be deemed that by submitting the Bid, the Bidder agrees and releases DFCCIL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.



- 4.3 All documents and other information supplied by DFCCIL or submitted by a Bidder shall remain or become, as the case may be, the property of DFCCIL. DFCCIL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 4.4 DFCCIL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

-X-



Schedule-1: Form of the GC Agreement



FORM OF GC AGREEMENT

DATED _____

BETWEEN

[DFCCIL]

AND

M/s _____

FOR

[General Consultancy Services]



GENERAL CONSULTANCY SERVICES AGREEMENT

This AGREEMENT (hereinafter called the "Agreement") is made on the day of the month of 20 at (Place of Execution of Agreement), between, on the one hand, Dedicated Freight Corridor Corporation of India Limited (hereafter referred to as 'DFCCIL or Client') having its office at its Corporate office at Supreme Court Metro Station Building Complex, New Delhi – 110001, India (hereinafter called the "DFCCIL/Employer or Client" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, M/s ***** having their office at (hereinafter called the "General Consultant" or "GC" which expression shall include their respective successors and permitted assigns).

WHEREAS

- 1) The DFCCIL, a Public Sector Enterprise set up as a wholly owned Government Company under Companies Act, is currently engaged in Construction of Eastern Dedicated Freight Corridor and Western Dedicated Freight Corridor projects and [has been given the responsibility to*****]
- 2) The DFCCIL is desirous for engagement of GC for providing General Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx 375 RKM) of EDFC.
- 3) The DFCCIL has issued Request for Proposal for the Project mentioned at S.No. (2) above (hereinafter referred to as 'RFP'), vide Tender No. 2023/HQ/EN/GC/EC/Sonnagar-Andal. Both 'Terms of Reference and 'Instructions to Bidder(s)' form an integral part of this contract.
- 4) The GC is a firm having particular skill and expertise in the field which the DFCCIL wishes to use and hence DFCCIL has selected the GC pursuant to this RFP for the purposes of the Project and he has agreed to provide services to the DFCCIL as per Terms of Reference (TOR) (hereinafter referred to as "the General Consultancy Services" or "the Services").
- 5) The RFP along with Annexure to this Agreement form an integral part of the contract.

NOW THE PARTIES HEREBY AGREE: -

1. Interpretation

- 1.1 In this Agreement the following expressions shall have the following meanings: -

"Contract Agreement (CA)" shall mean this Agreement, LOA, RFP provisions including 'Terms of Reference' and 'Instructions to Bidders' of the Request for Proposal (RFP) for providing General Consultancy Services & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC and all Forms, Appendices, all amendments and modifications thereto, Consultant's Offer for the Consultancy Services as incorporated in



the Contract Agreement and any document incorporated or incorporated by reference in the CA.

"Applicable Law" The Contract shall be construed in accordance with the laws of India.

"Jurisdiction of The Court"

Notwithstanding, anything to the contrary in this RFP and in matter of all disputes, in connection with /arising out of the contract or the execution of the Consultancy Assignment, Parties agree to the exclusive jurisdiction of adequately competent [as per Applicable Law] Court of Delhi.

"Confidential Information" includes all information supplied by the DFCCIL to the GC about the Project or the DFCCIL's affairs or finances or which comes into the possession of the GC during the course, or as a consequence, of it providing the Services to the DFCCIL.

"GC's personnel" shall include the GC's employees; any person engaged to provide services by the GC and any other person acting on behalf of the GC.

"Member", in case the GC consists of a joint venture or consortium of more than one entity, means any of these entities, and **"Members"** means all of these entities;

"Party" means the DFCCIL, or the GC referred to individually; **"Parties"** means DFCCIL and the GC collectively.

"Effective Date" This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

"Commencement Date" Shall after 10 Days from the effective date

1.2. In this Agreement: -

1.2.1. A reference to any Act of Parliament or to any other legislative instrument shall also include a reference to any consolidation, amendment, or re-enactment of the Act.

1.2.2. The various headings appearing in this Agreement are only for the sake of convenience and shall not affect the interpretation of the subject matter of various clauses of this Agreement.

2. GC

2.1. The DFCCIL hereby engages the GC to provide Services for[providing general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC on the terms and conditions set out in this Agreement.



- 2.2. The Services shall commence on Effective Date as per the Clause 3.12 of the RFP and shall be completed as per the detailed timeframe indicated in the Terms of Reference (TOR) of the 'RFP'.

- 2.3. DFCCIL of Member-in-charge

In case the GC consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the GC's rights and obligations towards the DFCCIL under this Agreement, including without limitation the receiving of instructions and payments from the DFCCIL.

3. GC's Services

- 3.1 The GC shall provide the Services with due diligence, to the best of its ability and making full use of its skill, knowledge, experience, expertise and in a workmanlike manner according to the highest standards acceptable in the industry and to the reasonable satisfaction of DFCCIL.

- 3.2. In providing the Services, the GC shall devote such time and effort as may be required to ensure proper performance of Key Personnel & Other Support Personnel deployed as per DFCCIL's requirements.

- 3.3. Deleted

- 3.4. In providing the Services the GC shall comply with all the prevailing laws and legislation in force, both local and Central.

- 3.5. Deleted

- 3.6. The GC shall ensure that the DFCCIL, and officials of the DFCCIL having authorization from the DFCCIL, are provided unrestricted access to the office of the GC and to all personnel during office hours. The DFCCIL's official, who has been authorized by the DFCCIL in this behalf, shall have the right to inspect the Services in progress, interact with personnel of the GC and verify the records relating to the Services for his satisfaction.

- 3.7. **Accounting, inspection, and auditing:** The GC shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the GC's costs and charges); and
- b) permit the DFCCIL or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the DFCCIL.

- 3.8. The GC shall engage all Professional/Experts, support staff, as necessary, for the implementation of the General Consultancy Contract. The Key Experts, provided in Para-3.5 of EEC, are minimum evaluated positions for the purpose of evaluation and assessment purpose, only. DFCCIL shall not make any additional payment for additional Experts over and above such Key Experts (for evaluation purpose).



3.8.1 GC's actions requiring the Authority's prior approval: The GC shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) appointing such members of the Key Personnel as are not listed in the Key Personnel, Form-5 of Appendix-I.
- b) any other action that is specified in this Agreement

3.9. Accuracy of Documents and/or Services

The GC shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, quality control, estimates and all other details prepared and/or undertaken by it as part of General Consultancy Services. Subject to the provisions of Clause 8.1, it shall indemnify the DFCCIL against any inaccuracy or deficiency in its work which might surface during implementation of the Construction Project. The GC shall always be watchful and in constant review mode. The GC shall, thus, be responsible for promptly correcting, any error or inadequacy, in time to avoid causing any irreversible error. GC is cognizant of the fact that any error in Bid Documents, prepared by GC, If allowed to remain without correction (in time), may cause additional Financial liability to the DFCCIL as regards addressing the Construction Contractor's Claims and raising of dispute.

Deficiency of Services

3.9.1. If the DFCCIL is satisfied about non-performance of any obligation/provision as stipulated in the Terms of Reference OR non-compliance of any of the provisions of the Agreement, It shall amount to deficiency of Services. The following, inter alia, shall constitute "Deficiency of services"

- (i) Non-Deployment or delayed deployment of required Material inputs e.g. Equipment, Machinery (if any), Infrastructure & logistics (including all types of Transportation, as required) necessary for successful & complete implementation of this project.
- (ii) Non deployment or delayed deployment of adequately qualified and experienced Experts with respect to/commensurate with Stages as defined in Consultancy Work plan in terms of Consultancy Programme, as defined in TOR.
- (iii) Consultant's non adherence with Consultancy Programme i.e. delayed Contract execution /implementation of the Works due to reasons attributable to the Consultant.
- (iv) Not keeping proper record during the Consultancy Contract.
- (v) Refusing to give detailed reasons for actions taken / recommended by the consultants during the Consultancy Contract
- (vi) Sub Standard Consultancy Works by the Consultant.
- (vii) Frequent replacement of consultant professionals.

The above list is not exhaustive and subject to further revision, triggered by Consultant, Consultant's voluntary actions or omissions, fairly adjudged to be detrimental for the successful and complete Project Implementation within stipulated time.

Subject to above, Client shall have the right to serve upon the Consultant, a notice of 'Deficiency of Services' and shall, subsequently, be entitled to Damages being paid by the Consultant, as defined in the succeeding Para.

In the each case / each instance of Deficiency of Services, Parties agree that the Consultant shall pay an amount equivalent to 0.01% of the Bid amount. The aforesaid Damages shall not exceed the maximum amount of 2.5% of Contract Price. The intent to levy Damages shall be conveyed by the Client by way of Notice. Imposition of penalty will not restrict the other rights of client as



provided in the contract for termination, arbitration etc. These Damages shall not relieve the Consultant from his / their Obligation to complete the Services or from any other duties/Obligation or responsibilities which the Consultant may have under this Consultancy Contract."

- 3.9.2. Notwithstanding anything contained above, the GC must ensure to perform/take corrective action on the particular non-performance/non-compliance in a reasonable time frame. Failure to take corrective action within a reasonable time frame, depending upon the importance of the activity, may lead to termination of Agreement as decided by the DFCCIL.
- 3.9.3. If more than 5 incidents occur requiring deductions as mentioned in 3.9.1 above, the DFCCIL may initiate action to terminate the Agreement due to unsatisfactory performance, on the recommendations of the authorized representatives of the DFCCIL.
- 3.9.4. Deleted
- 3.9.5. Deleted
- 3.9.6. Deleted
- 3.9.7. Notwithstanding anything contained above, the DFCCIL may initiate proceedings for declaring the GC as "Poor Performer/Banning of Business Dealings" for the default(s)/failure(s) noted of the GC in performance of their assignment depending upon the gravity/frequency of the default/failure.
- 3.10. **GC's personnel:**
- a) General: The GC shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.
- b) **Deployment of Personnel:** The designations, names, Educational Qualification, experience, Brief description of Tasks (to be performed by the said professional) and remunerations (to be paid to the said Professional/Experts) and the estimated period of engagement of all the experts, support staff, Administrative staff engaged to be deployed in carrying out the General Consultancy Services shall be declared by the GC, in advance in Inception Report.
- c) **Approval of Personnel:** The Key Personnel listed in the Agreement are hereby approved by the DFCCIL. The GC shall submit the CVs of the experts for the Experts positions which are not evaluated expert position for specific approval of the DFCCIL prior to their respective deployment for the General Consultancy. The DFCCIL may approve or reject such proposal within 14 (fourteen) days of receipt thereof in terms of the provisions of the RFP. In case the proposal is rejected, the GC may propose an alternative person for the DFCCIL's consideration. In the event the DFCCIL does not reject a proposal within 14 (fourteen) days of the date of receipt thereof, it shall be deemed to have been approved by the DFCCIL.

The GC shall submit a complete list of professionals/Experts.

- 3.11. **Substitution of Key Personnel:**



- 3.11.1. The DFCCIL expects all the Key Personnel specified in the Bid to be available during implementation of the Agreement. In case of non-commencement of services up to 180 (one hundred and eighty) days from the Bid Due Date due to reasons attributable to DFCCIL, the Selected Bidder shall be permitted for replacement up to a maximum of 50% Key Personnel with Key Personnel of equivalent or better qualifications without considering the same as replacement/substitution and without any deduction. Apart from the above, the DFCCIL will consider any substitution of Key Personnel due to reasons of any incapacity, death, incompetency, poor ethics, persistent unprofessional performance or any reasons beyond the reasonable control of the GC, on a case to case basis. Such substitution shall be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DFCCIL.
- 3.11.2. As a condition to such substitution, replacement of up to 40% of Key Personnel shall be permitted subject to reduction of remuneration [man-month rate as declared by Consultant Expert wise, Ref-3.10.(b) above] equal to 5% (five per cent) specified for that Key Personnel from the date of replacement. In case of total replacement above 40% and up to 65%, such reduction in remuneration shall be equal to 10% (ten per cent) and for subsequent replacement such reduction shall be equal to 15% (fifteen per cent).
- 3.11.3. If the DFCCIL finds that any of the GC's personnel has committed serious misconduct or has been charged with having committed a criminal action, or shall the DFCCIL determine that such personnel have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice while performing the Services, the GC shall, at the DFCCIL's written request, provide a replacement. In the event that any of personnel is found by the DFCCIL to be incompetent or incapable in discharging assigned duties, as per the direction of the DFCCIL the GC shall provide equal or better replacement. The GC hours of work normally shall match with that of DFCCIL.

Working hours, overtime, leave, etc. The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the GC's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is excluded from the man days of service set forth in Financial Proposal Submission Form-1 of Appendix-II or subsequently as per the approved deployment schedule of Key Personnel. Any taking of leave by any personnel for a period exceeding 3 (three) days shall be subject to the prior approval of the Authority, and the GC shall ensure that any absence on leave will not delay the progress and quality of the Services. The person designated as the Team Leader of the GC's Personnel shall be responsible for the coordinated, timely and efficient functioning of all the personnel. He shall be responsible for day-to-day performance of the Services. The GC hours of work normally shall match with that of office of Employer. No extra remuneration shall be claimed or paid for extra hours of work required in the interest of Project completion.

4. Delays in providing the Services by the GC and Extension of Time

- 4.1. The GC has submitted a Performance Security to DFCCIL for a sum equivalent to [5% (five percent)] of the Cost of the Project amounting to Rs. _____/- (Rupees _____ only) in the form of Bank Guarantee/ TOR/ Demand Draft/ Bankers' Cheque or Pay Order in favour of "*****", drawn on any nationalized or scheduled commercial bank and payable at*****.
- 4.2. The said Performance Security will be kept valid for duration as mentioned in the K1T (serial no-18). Thereafter, Two months beyond the period as required by the DFCCIL. The



- Performance Security would however be forfeited in case of any event of Default leading to termination of contract as described in the Agreement.

4.3. **Delays:** Parties agree that in Case of Delays, attributable to Consultant, in achievement of any of the Key deliverables (KDs) beyond stipulated completion period as per Key Dates , as stated therein the 'Payment Schedule' in Appendix-2, Consultant shall pay to the Client an amount equivalent to 0.1% of the accepted Bid Amount (as stated in the LOA) per week or part thereof of the aforesaid delay, as Liquidated Damages, subject to Maximum payable (by the Consultant) to the maximum of 2.5% of the accepted Bid amount which shall be in addition to the Maximum amount of damages as stipulated for Deficiency of Services under 3.9.1.

In Case, the Consultant completes the entire Consultancy assignment within the stipulated time frame, the aforesaid amount of Liquidated Damages paid by the Consultant shall be refunded to the Consultant.

In Case, the Consultant Completes the entire assignment/Works/Consultancy services, as described in TOR as an objective of the Project, earlier than the stipulated Total completion period of 251 Days (Commencement Date), Consultant shall be entitled to an incentive equivalent to 0.1% of the accepted Bid Amount, per week or part thereof, period adjudged earlier than the Total Completion period.

4.4. **Extension of Time:** Any delay/ non-performance arising out of/ caused by reasons not attributable to and not under control of the GC, shall not attract the sanctions mentioned in Clause 4.3 above. If at any time during performance of the Contract, the GC encounters such conditions impeding timely completion of the work under the Contract and performance of services, it shall immediately notify DFCCIL in writing of the fact of the delay, its likely duration, and its causes. As soon as practicable, after receipt of the GC's notice, DFCCIL shall evaluate the situation and may at its discretion (which shall not be unjust/unreasonable) extend the GC's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

4.5. **Bid Amount:**

4.5.1. **The Bid Amount (the "Agreement Value").** The Parties agree that the Agreement Value is Rs(Rupees.....).The Agreement Value shall be exclusive of Taxes such as GST, which shall be reimbursed by DFCCIL on actual basis on production of documentary evidence of deposition of GST by the consultant.

4.6. **Variation:** Any extra work carried out or deployment by the GC on the instructions of DFCCIL which is not included in the scope or deployment of GC shall be executed as per rates agreed upon between DFCCIL and the GC, before execution of such services. For avoidance of doubt, it is clarified that for any extra work or deployment (including additional services due to extension of time), the payments shall be made as per the rates or provisions available in this Agreement, however, wherever such rates or provisions are not available the same shall be mutually agreed before execution of such services.

4.7. **Payment to the GC**

4.7.1 The Payment instalments to the Consultant shall be based upon successful achievement (subject to Client's approval) of Key deliverables by the Consultant in terms of 'Payment



Schedule' attached as Annexure-3 (Time Schedule of Key Deliverable & Payment Schedule).

- 4.7.2 The Payment currency shall be INR.
- 4.7.3 Subject to Total Payments under the contract not exceeding the Contract Price set forth 4.5.1 above, except as subsequently revised subject to any Modifications or Variations made under written Agreement between the Parties, the Payment to Consultant shall be released, in Instalments, by the Client, upon the Consultant submitting a written Statement in triplicate, during the first week of the each ensuing month after the first Month of the commencement of Services, duly certifying in full detail, the Key deliverables, achieved during the preceding month along with cover invoice for the related lump sum Instalment payment.
- 4.7.4 The Payment instalments shall be based upon above Payment Schedule attached as Annexure-3 (Time Schedule of Key Deliverable & Payment Schedule) and subject to successful achievement of all the concerned Key deliverables specified therein the Payment schedule.
- 4.7.5 The Client shall make Payment to the Consultant, within a period not exceeding 30 days after the Consultant's certification regarding successful achievement of the Key deliverables (KDs) and cover invoice for the related lump sum Instalment payment to the Consultant, after due Client's scrutiny of the Consultant claim for Payment & verification of the Key deliverables stated to be achieved.
- 4.7.6 As mentioned above, Consultant, during the first week of each ensuing month after the first Month after the commencement of services, shall submit a monthly statement. Consultant shall submit such statement even in case the payable , in terms of this contract, to the Consultant comes to Nil entitlement in which Case, the Consultant shall submit a " Nil" statement.

There shall be no escalation based adjustment to Contract Price.

4.8. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification made by the other Party.

5. Force Majeure

- 5.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, Epidemic, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or



employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

The GC shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default, to the extent that, delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

5.2. If a Force Majeure situation arises, either party shall promptly notify the other party in writing of such conditions and the cause thereof. Unless otherwise directed by the DFCCIL in writing, the GC shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.3. However, DFCCIL may terminate this Agreement by giving a written notice of minimum 7 days to the GC, if as a result of Force Majeure, the GC is unable to perform a material portion of the services for a period of **more than 90 days**. Termination pursuant to this Clause will not prejudice any pre-existing claims which either party may have against the other party.

6. Termination

6.1. Without prejudice to the succeeding provision of this clause, the Agreement shall stand terminated after the GC has rendered all the services to the satisfaction of the DFCCIL and the same are accepted by DFCCIL.

6.2. The DFCCIL may, by giving notice in writing, immediately terminate this Agreement if the GC or any of the GC's personnel:

6.2.1. Breaches any of the terms of this Agreement which, in case of a breach capable of being remedied, is not remedied by the GC within ten days of receipt of a notice from DFCCIL specifying the breach and requiring its remedy.

6.2.2. Having remedied the breach referred to in sub-paragraph 6.2.1 further breaches the terms of the Agreement on two or more occasions.

6.2.3. Is incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorized by DFCCIL of any Confidential Information.

6.2.4. Commits any offence under the Prevention of Corruption Act 1988.

6.2.5. Fails or refuses to provide the Services required pursuant to the provision of this Agreement after written warning.

6.2.6. Is guilty of delay in commencement of services or delay in performance of its contractual obligations.

6.3. DFCCIL may also terminate this Agreement in terms of Clause 5.3.

6.4. If in the opinion of the DFCCIL, GC becomes or is in jeopardy of becoming insolvent or bankrupt, or has a receiving order made against it, or compounds with its creditors, or any



of them DFCCIL shall be entitled to terminate this Agreement by notice to the GC. The GC shall immediately notify DFCCIL should it be in-jeopardy of becoming insolvent, bankrupt or has a receiving order made against it or enters into a composition with its creditors or any third party.

- 6.5. Any act on the part of the parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension or revival of validity of this Agreement. In the event of early termination of this Agreement for any reason, the liability of the Parties shall be restricted to the amounts that have become payable to the Parties till the date of termination of the Agreement.
- 6.6. DFCCIL also reserves the right to short close the Agreement any time. No compensation shall be payable beyond the services payable as per Payment Schedule.
- 6.7. **By the General Consultant**
- 6.7.1. The GC may, by not less than 30 (thirty) days' written notice to the DFCCIL, such notice to be given after the occurrence of any of the events specified in this clause, terminate this Agreement if:
- a) the DFCCIL fails to pay any money due to the GC pursuant to this Agreement and not subject to dispute within 60 (sixty) days after receiving written notice from the GC that such payment is overdue; or
 - b) as the result of Force Majeure, the GC is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days;

7. Amendment/Waiver

No amendment, modification, or waiver of any provision of this Agreement shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer of each of the parties and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.

8. Liability of Bidder to the DFCCIL and Insurance

- 8.1. The GC's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof. The GC shall, subject to the limitation specified in this Clause 8.1, be liable to the DFCCIL for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. Except in case of negligence or willful misconduct on the part of the GC or on the part of any person acting on behalf of the GC in carrying out the Services, the GC, with respect to damage caused by the GC to the DFCCIL's property, shall not be liable to the DFCCIL: For any indirect or consequential loss or damage; and for any direct loss or damage that exceeds
- (A) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the GC hereunder, or (B) the proceeds the GC may be entitled to receive from any insurance maintained by the GC to cover such a liability, whichever of (A) or (B) is higher.



This limitation of liability specified in this Clause 8.1 shall not affect the GC's liability, if any, for damage to Third Parties caused by the GC or any person or firm acting on behalf of the GC in carrying out the Services subject, however, to a limit equal to 3 (three) times the Agreement Value.

8.2. Insurance to be taken out by the GC

- a) The GC shall, for the duration of this Agreement, take out and maintain, at its own cost, but on terms and conditions approved by the DFCCIL, insurance against the risks, and for the coverages, as shall be specified in the Agreement and in accordance with good industry practice.
- b) Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the GC shall furnish to DFCCIL, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified, or allowed to expire or lapse during the term of this Agreement.
- c) If the GC fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, DFCCIL shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the GC, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the GC, and the GC shall be liable to pay such amounts on demand by the DFCCIL.
- d) Except in case of Third-Party liabilities, the insurance policies so procured shall mention the DFCCIL as the beneficiary of the GC and the GC shall procure an undertaking from the insurance company in this regard.

8.3. The Parties agree that the risks and coverages shall include but not be limited to the following:

- i) The insurance coverage against the risks shall be as follows:
 - (a) Professional liability insurance, with a minimum coverage of Accepted Bid Amount.
 - (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, for the Period of Consultancy Contract' in accordance with the applicable law in the Client's country- Indian Motor Vehicle Act.
 - (c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];
 - (d) Client's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and



Consultant shall submit relevant insurance Policies with the Client, along with a statement mentioning, the details of all the relevant Insurance policies e.g. Policy Number, Insurance provider, Risk covered, Beneficiary (DFCCIL/Client shall be a beneficiary), Date of Premium Paid and the Date of Next Premium due, at a glance, within 90 Days of Commencement of Services.

Consultant shall be under obligation to pay the requisite Premiums of all the aforesaid relevant Insurance policies well in advance of the Next Premium submission deadline and Consultant after thus, renewing the policies shall submit the Policy renewals/Premium receipts along with the Statement.

- e) The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount of INR 50 Lacs. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium. The GC may submit the copy of the Global Indemnity Insurance with endorsement copy which certifies that this consultancy work has been included in the Global Indemnity Insurance.

9. Confidential Information

- 9.1. The GC agrees to treat all confidential information of DFCCIL as secret and confidential at all times.
- 9.2. The GC shall not, save for in situations falling under Clause 9.3 below, at any time, for any reason, disclose or permit to be disclosed to any person any Confidential information and the GC shall not otherwise make use of or permit any use to be made of any Confidential information by any person. The GC agrees that the confidential information will not be disclosed by it or its personnel to third parties either during or after the termination of this Agreement. The provisions of this Clause shall survive the termination of this Agreement.
- 9.3. Without prejudice to Clauses 9.1 and 9.2 the GC may disclose confidential information to only those of its personnel who need to know it in order to provide the Service. However, in doing so the GC shall at all times ensure that its personnel involved in providing the Service, or who otherwise come across Confidential information in the course of their duties are made aware of the confidential nature of information and do not disclose it or otherwise breach the provisions of this section.
- 9.4. In the event any confidential information is disclosed by the GC or any of its personnel, DFCCIL will have the right to take action against the GC under the law as it may be advised for unauthorized disclosure of confidential information, notwithstanding any Agreement between the GC and its personnel.
- 9.5. On termination of this Agreement (however such termination may arise) the GC shall deliver to the DFCCIL all working papers, computer disks and tapes or other material and copies provided to the GC by DFCCIL pursuant either to this Agreement or to any previous obligation owed to the DFCCIL regarding the Project.

10. Disputes

- 10.1. Any disputes which may arise as to the terms of this contract will be dealt with in accordance with the provision of Clause 10.



- 10.2. If any dispute arises between the parties in relation to this contract, then either party may request the other to participate in a meeting of their respective senior officials or any other authorized officer/representative, in order to discuss the dispute and to agree to a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute. .

10.3. Conciliation

If notwithstanding any steps taken by the parties pursuant to paragraph 10.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter shall be resolved through conciliation process as per the **Part-III of Arbitration and Conciliation Act 1996 (as amended up to date)**

- 10.4. **Arbitration:** If notwithstanding any steps taken by the parties pursuant to Clause 10.3 the dispute remains unresolved within the time period, then the dispute shall be subject to arbitration process as per **Arbitration and Conciliation Act 1996 (as amended up to date)**.

- 10.4.1. The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration.

Seat of Arbitration: The Seat of arbitration shall be **Delhi**.

Place of Arbitration- Delhi

- 10.4.2. **Obligation During Pendency of Arbitration:** Work under the contract shall, unless otherwise directed by the DFCCIL, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

10.4.3. Appointment of Arbitrator:

- (i) In cases where the total value of all claims in question added together does not exceed ₹1,50,00,000/- (Rupees One Crore Fifty Lakh), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be 'Out of the approved panel of arbitrators in DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Managing Director.
- (ii) In cases not covered by the preceding clause, the Arbitral Tribunal shall consist of a Panel of three officials, as the Arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL empanelled Arbitrators officers to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for Arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor' nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the second Arbitrator.



- (iii) Third member, who will also act as the presiding member, will be appointed by mutual consent of the first two members from the list of empanelled Arbitrators. If these two members fail to reach an agreement on the third member then, on request by either or both parties, appointment will be made by the Managing Director/DFCCIL.
- (iv) The tribunal shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the conciliator/s, relevant to the dispute.
- (v) Neither party shall be limited in the proceedings before the tribunal to the evidence or arguments previously put before the conciliator/s to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction,
- (vi) Arbitration may be commenced prior to or after completion of the works. The obligations of the Parties, the Engineer and the conciliator/s shall not be altered by reason of any arbitration being conducted during the progress of the Works.

The claimant shall submit his claim stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

Claim & Counter Claim

The DFCCIL shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it. If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.



Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

Award

The arbitral award shall state item wise, the Claim wise sum to be paid by the decision debtor and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom.

A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

Interest

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

Cost of Arbitration

The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

11. Status

Throughout the operation of this Agreement and upon termination the GC shall at all times have the status of a self-employed person and for the avoidance of doubt neither the GC nor the employees, agents or servants shall acquire the status of employee of the DFCCIL and shall not be entitled to any pension, bonus, or other benefit (other than the fee payable under this Agreement) from the DFCCIL. The GC shall be and hereby undertake responsibility for all income tax liabilities or similar taxes and levies in respect of its fees and the GC hereby indemnifies the DFCCIL in respect of any claims that may be made by the relevant authorities against the DFCCIL in respect of income tax or similar contributions, taxes or levies relating to the GC's services pursuant to this Agreement.



12. Setoff

Whenever under this contract any sum of money shall be either overpaid to the GC by DFCCIL and therefore recoverable or is otherwise payable by the GC to DFCCIL, then the amount due may be deducted by DFCCIL from any sum then due or which at any time thereafter becomes due to the GC under this contract. The exercise by DFCCIL of its rights under this provision shall be without prejudice to any other rights or remedies which are available to DFCCIL at any time under the contract or otherwise in law or in equity.

13. Notices

13.1. Any notices to be served by the parties under this contract shall (subject to any contrary provision of this contract) are served by speed post or facsimile transmission and any notice:

13.1.1. To the DFCCIL shall be sent to [*****] or to such other person/address as may from time to time be notified to the GC by the DFCCIL for the purposes of this paragraph. To the General Consultant, shall be addressed to the GC at the premises, or to such other person/address as may from time to time be notified to the DFCCIL by the GC for the purposes of this paragraph.

13.1.2. If a notice is served by:

(i) Speed post, it shall be deemed served on the third working day after posting.

(ii) Facsimile transmission (FAX), it shall be deemed served on the day of its transmission if transmitted prior to 6.00pm, or if it is transmitted after this time on the day in question then it shall be deemed served on the next working day.

13.1.3. Either party may give notice to the other of change of address/ telefax nos. for Service of Notices in accordance with the provisions of this Clause 13 and which shall come into effect within seven days of receipt of such notice.

14. Governing Law

Applicable Law-The Contract shall be construed in accordance with the laws of India. Applicable Law shall mean, all Laws, Bye Laws, Statutes, Rules, regulations, Orders, ordinances, guidelines, Codes, Notices, directions, Judgments, decrees or other Requirements or Official directives and /or any Statutory Authority, in the Republic of India.

15. Assignment

This Agreement is personal to GC and any right or obligation arising under it may only be sub-contracted, assigned or otherwise transferred with the prior consent. in writing of the DFCCIL, except to the extent mentioned elsewhere in this Agreement, more specifically in the 'Instructions to Bidders' of the 'RFP'.

16. Entire Agreement



This Agreement together with the Schedules and Annexures attached thereto, as mentioned, constitutes the entire agreement of the parties in relation to its subject matter and supersedes any other agreement understanding or representation whether written or oral between the parties regarding it.

17. Severability

If any provision of this Agreement is held illegal or unenforceable by any court or other DFCCIL of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

18. GC's work on the Services to be property of DFCCIL:

- 18.1. All deliverables shall become the property of DFCCIL and shall be used by DFCCIL as deemed fit. Soft copies of deliverables shall also be furnished as required by DFCCIL. All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the GC 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 GC may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the DFCCIL but shall not use the same for any purpose unrelated to the Services without the prior written approval of the DFCCIL.
- 18.2. All reports and other documents (collectively referred to as "GC Documents") prepared by the GC in performing the Services shall become and remain the property of the DFCCIL, and all intellectual property rights in such GC Documents shall vest with the DFCCIL. Any GC Document, of which the ownership or the intellectual property rights do not vest with the DFCCIL under law, shall automatically stand assigned to the DFCCIL as and when such GC Document is created, and the GC agrees to execute all papers and to perform such other acts as the DFCCIL may deem necessary to secure its rights herein assigned by the GC.
- 18.3. The GC shall, not later than termination or expiration of this Agreement, deliver all GC Documents to the DFCCIL, together with a detailed inventory thereof. The GC may retain a copy of such GC Documents. The GC or its personnel or a Third Party shall not use these GC Documents for purposes unrelated to this Agreement without the prior written approval of the DFCCIL.
- 18.4. The GC shall hold the DFCCIL harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties, or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorized use of such Services Documents, or due to any breach or failure on part of the GC or its personnel or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the DFCCIL.

19. Defect Liability Period

The defect liability period (the "Defect Liability Period") for the Consultancy shall be 06 (Six) months from the date of final payment made to the Consultant on completion of



Services. The Consultant shall continue to be liable during the Defect Liability Period for any deficiency in Services rendered by it, any defect noticed in the works which is attributable to such deficiency in Services, or any excess payment made to the Contractor(s) due to improper check by the Consultant's Personnel. The Consultant shall continue to assist the Authority during the Defect Liability Period, as and when need arises, on any matter related to the Project (s) that is incidental to the Services rendered by the Consultant. Such assistance shall be including but not limited to as follows:

"Identification of defect, rectification plan and getting it rectified"

Performance Guarantee shall continue to remain with the Authority and the Professional insurance taken by the Consultant for this Contract shall continue to remain applicable during the Defect Liability Period. The Security Deposit and Performance Guarantee shall be returned to the Consultant after expiry of the Defect Liability Period provided the Authority has no claim against the Consultant.

In Witness whereof, the parties have signed this Agreement on the date and year first mentioned above

For and on behalf of

The President of India (DFCCIL)

Name and Designation of the Officer

Address

(Authorised Signatory)

For and on behalf of M/s. (General Consultant)

Name and Designation of the Officer/ Person

Address

(Authorised Signatory)

In the presence of Witnesses:

1.

Witness

Name:

Address:

Signature:

2.

Witness

Name:

Address:

Signature:



ANNEXURES FOR AGREEMENT

Annexure- 1	Terms of Reference
Annexure- 2	Financial Bid
Annexure – 3	Payment Schedule
Annexure – 4	Performance Security
Annexure – 5	Bank Guarantee of Bid
	Bid Security
	Bid Forms
	Letter of Award



Annexure- 1: Terms of Reference (TOR)

Of

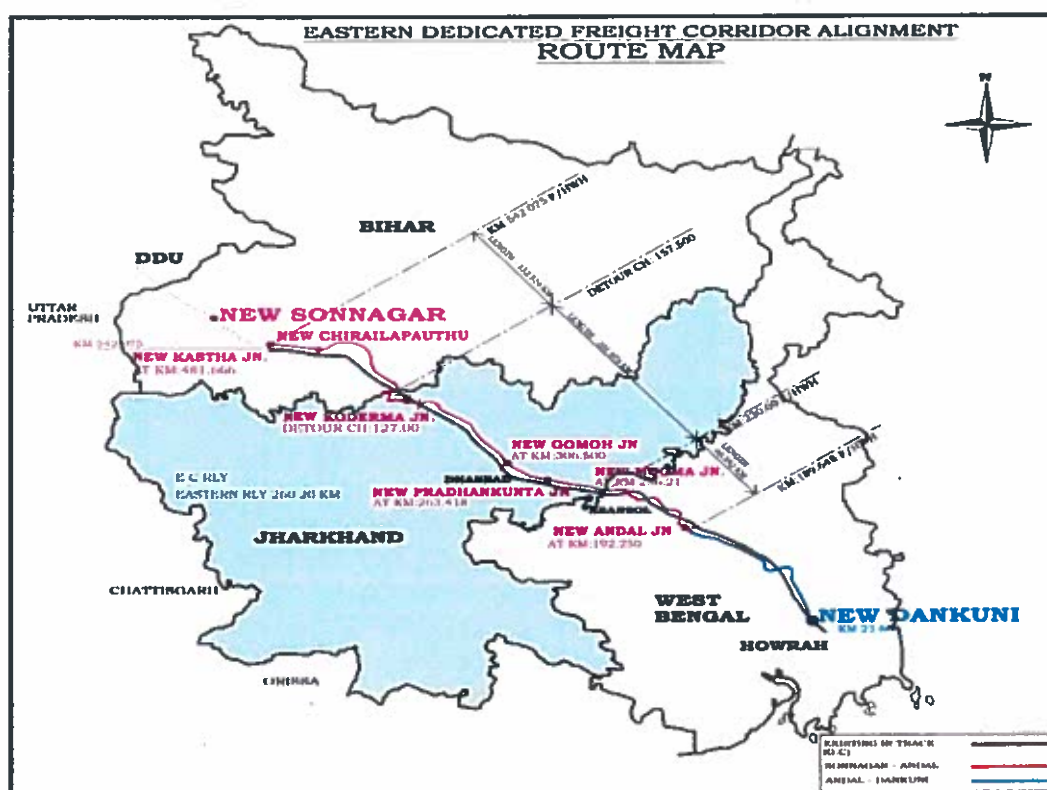
GENERAL CONSULTANCY SERVICES



Terms of reference (TOR)

1. Introduction & Background

- i) The Eastern Corridor spans from Ludhiana to Dankuni. The Eastern Corridor has a route length of 1875 km. On Eastern Corridor, DDU – Khurja – Ludhiana section is funded through World Bank loan and equity from MoR, whereas Sonnagar – DDU is funded by equity from MoR.
- ii) The proposed alignment of Sonnagar (New Chiraila Pauthu)-New Andal section is a part of Eastern Dedicated Freight Corridor and passes through Aurangabad and Gaya District of Bihar; Koderma, Hazaribagh, Giridih and Dhanbad district of Jharkhand and Paschim Bardhaman district of West Bengal.
- iii) Pursuant to requisite Cabinet approval, DFCCIL has decided to implement the project Sonnagar to Andal (a section of approx. 375 RKM) through Engineering, Procurement, Construction ("EPC") mode. The Project shall be funded through equity provided Indian Railway.



- iv) Sonnagar (New Chiraila Pauthu)-New Andal stretch of DFC starts from New Chiraila Pauthu station of EDFC and passes through New Koderma Junction, New Gomoh, New Pradhankanta of East Central Railway and meets at New Andal Junction on the Eastern Railway. The route length of this section is approx. 375 kms. Total 10 Stations including 6 Junction Stations and 4 Crossing stations have been planned. In addition to this, one cabin at New Kalipahari is also planned in this section.
- v) The project shall be undertaken under the jurisdiction of CGM/Kolkata .
- vi) PETS survey has been carried out. Detailed project report (DPR) for the Sonnagar-Andal Section (374.534 Km) Jan 2023 has been prepared and accepted by the competent Authority.

1.1 In terms of DPR, It is stated that;



(i) Alignment

Most of the proposed alignment of Sonnagar (New Chiraila Pauthu)-New Andal section is parallel to existing Indian Railways lines wherever feasible to utilize available Railway lands to the extent possible. Wherever alignment parallel to IR is not possible, detours are proposed. Two detours are planned in the proposed section, the first detour is taken in Gaya to avoid heavily built- up and densely populated Gaya town. Another detour is planned after Paharpur station. Paharpur- Koderma- Gurpa section traverses the hilly and forest terrain of Chota Nagpur Plateau range and having gradient of 1 in 100. To maintain the DFC's standard ruling gradient of 1 in 200, second detour is planned.

(ii) Packaging

1	Package-1- Integrated Contract Package of Civil, Building and Track Works, Electrical and Signalling & Telecommunication Works from Sonnagar- Koderma (including Koderma detour)	Sonnagar	Koderma	169.49 RKM (including Koderma detour of length 63 KM)
2	Package-2- Integrated Contract Package of Civil, Building and Track Works, Electrical and Signalling & Telecommunication Works from Koderma (excluding Koderma detour) – Andal	Koderma	Andal	205.044 RKM

It is envisaged to adopt following Contract packages includes 2x25 KV Traction Power Supply System, Traction Sub-Stations, Auxiliary Stations, Switching Stations, Auto Transformer Stations and Scada System and non traction Power supply and distribution (as required) System.

Consultant is required to verify the details and viability of Contract Packaging and incorporate the result of their deliberations in their inception report.

(iii) Survey

Topographical survey and soil investigation, for the entire route from Sonnagar-Andal has been carried out taking out of alignment- Horizontal controls were established using Total Station by running traverse line along the proposed line. A number of Traverse Stations are there on the nearby permanent structures to facilitate the staking out operation. Pillars will be fixed at land boundary location at 150 m interval as well as change point of land boundary.

While preparing the Bid Documents (for the selection of the Contractor for the Contract Packages), stipulated under the scope of Consultancy services, as contained in this document, the Consultant shall make sure that the Bid Document provisions are in conformity with the relevant Provisions of all the applicable codal & Manual provisions.

2. Objective of General Consultancy Services

The objective of engaging the 'General Consultant' is to provide complete 'start to end' support to DFCCIL in all the stages, as necessary, of the successful tendering process, for the selection of contractors for the construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC', till award of the Contracts and signing of the Contract Agreements by the parties.

2.1. Consultancy Services to DFCC

2.1.1. Preliminary Investigations



GC shall collect the Detailed Project Report (DPR), any amendments to DPR, and any other relevant material/reports/etc. The GC shall study in detail the project holistically as well as each of the project components with respect to the following aspects but not be limited to:

- a) Project Design and Optimization, Design criteria, System Integration
- b) Standards and Specifications
- c) Technology and Best Practices
- d) Layouts/Drawings
- e) Reports
- f) Constructability
- g) Interoperability and Scalability
- h) interface Management and Project timelines
- i) Cost Estimate and Controls
- j) Maintenance planning.
- k) Overall project integrity, durability and adequacy

2.1.1.1. The GC shall review and wherever necessary supplement the details, design criteria, specifications, drawings, reports etc., with the object of deciding on the parameters/details to be included in the tender documents.

- (i) Review Previous feasibility studies.
- (ii) Review Previous Topographic survey and mapping.
- (iii) Review Previous Geo-technical survey.
- (iv) Review Previous Utility investigation.
- (v) Review Previous Investigation of the existing and future buildings, structures, land use.
- (vi) Review Previous Investigation of records and documents on the buildings and the constructions along the routes.
- (vii) Review of Alignment design drawing, vertical and horizontal alignment. Alignment design optimization which shall included limitation of Bank Height and depth of cutting, easing out of curves, & gradient to the extent possible.
- (viii) Review & validate Physical Locations of all Structures, stations and detailing of route alignment.
- (viii) Review and validate Track Detailing
- (ix) Review and validate Power supply scheme of traction and non-traction system.
- (x) Review and validate SCADA system.



- (xi) Review and validate 2 x 25 KV OHE system with conventional height.
 - (xii) Review and validate Signaling & telecommunication with particular emphasis on interoperability/ interface with rest of DFCCIL
 - (xiii) Review, validate the functional requirements, Architectural and Engineering design of all the Buildings -Residential and Non Residential, Station buildings & Service buildings- optimize design based on Functional requirements-
 - (xiv) review the requirements of Land and make plans for Land acquisitions, if any additional land is required.
 - (xv) Prepare Right of way plans on topographical and cadastral maps.
 - (xvi) Assessment of Safety, health and environment (SHE) requirements in accordance with all relevant Indian environmental and social laws, standards, codes and regulations
 - (xvii) Preparation of a detailed Maintenance plan for three years period beyond 02 Years of defect notification period (total five Years after taking over).
 - (xviii) Review/Validation of Cost estimate with a view to optimize.
 - (xix) Selection of method of implementation/construction and proposing construction methodology for Project implementation outline functional requirements for the structures.
- 2.1.2 In view of the above, the GC, within 28 Days of Consultancy Commencement date, shall prepare & submit a **study Report** which shall contain assessment of various sub-components presented in the DPR and its related amendments and reports. In this Study, the GC shall produce a comprehensive report on assessment of each sub-component, gap analysis, risk identification and areas for improvement in consultation with DFCCIL taking into consideration approved Design Basis report (DBR), Schedule of Dimensions (SOD), and any other document/design parameters and systems.
- 2.1.3 The GC shall identify necessary approvals and clearances from relevant/statutory authorities for the supplemented/modified parameters or deviations (if any) and assist DFCCIL in obtaining the same. The assistance expected from the GC shall include but not be limited to preparation of draft document with justification, presentations, etc.
- 2.1.4 The GC shall identify key risks, propose risk mitigation measures and prepare and/or update detailed risk management plan, including disaster management plan, in consultation with DFCCIL.
- 2.1.5 Consultant would be required to maintain close coordination/interface with the Railway (Zone or division as applicable) to ensure that Final alignment is not in infringement with any of the Railway's current or future Projects of route expansion.

3 Design & Specification

GC shall recommend the designs for adoption as tender designs covering all aspects relevant to the implementation of project and in the degree of detail as required in tender documents for such projects. Tender Design review/preparation/validation will include but not limited to:

- (i) The recommended design criteria, specifications, standards and codes of practice will be in accordance with the **relevant Indian codes of practice/ specifications**. Where the standards and specifications are not available in the Indian Codes of practice/specifications, International codes of practice/ specifications will be adopted with the approval/consultation with the client. The



recommended criteria, specifications, etc. will become part of tender design, on acceptance by the DFCCIL.

- (ii) The Consultant shall conduct design study on electrical works consisting of Over Head Line Equipment, Traction Power Supply Arrangement including transmission and distribution lines as per requirement, SCADA and General Power Supply Arrangement including electrification and air-conditioning of service / office buildings. Based on the study results of traction power load flow simulation study undertaken earlier, the Consultant shall prepare drawings and configurations of basic design and tender documents on the basis of Design-Build Contract, and submit to DFCC for approval.
- (iii) The Consultant shall conduct Basic Signalling Design which will include but not be limited to Architecture/configuration of the signalling arrangements, based upon the latest technology in tandem with signalling system of rest of EDFC, for block working, LC Gates and stations, schematic line scheme at the stations and in sections, Schematic layout of the power supply, Train Management System, optimum layouts of operations and signalling equipment rooms. The basic telecommunication design, based upon the latest technology in tandem with telecommunication system of rest of EDFC, will include but not be limited to system design and schematic plan of Equipment, System requirements for safety related communication for signalling, Configuration/Architecture of NMS, Operational and other Requirements for communication systems.

In addition to other standard provisions, the employer's requirement in the bid document will include detailed functional and performance specifications for systems/sub-systems/equipments, detailed standards for hardware/software checks/certification/validation, RAMS based performance parameters, spares and special tools & test equipment requirement, maintenance guarantees and training for operational/technical staff.

- (iv) The recommended specifications, and design criteria will also cover the methods of construction, design of temporary works and disposal of excavated materials, as also the external environment under which the work would be required to be executed. The specifications will also prescribe the tests and acceptance standards for various components of works.
- (v) It is to be ensured that the designs and specifications will meet the project requirement at reasonable cost, without imposing any limitations regarding competitive bidding. The DFCCIL intends to go green and would be harnessing solar energy at station, Depot, viaduct etc. Design approach should take into account of this.

4. Estimation

Based upon the review and exercise in validation & required optimisation of project estimate, as incorporated in the DPR and developed further based upon the finalised Design, Employer requirement, specification, as incorporated in the Bid Document,

- a) the GC shall prepare the detailed estimate of Civil works,
- b) The Consultant shall also prepare the estimated cost of Electrical works, and
- c) The consultant will prepare the detailed estimated cost for signalling and telecommunication work based on the basic design, technical /performance specifications and scope of work in the bid document

5 Procurement Strategy

5.1 Preparation of Procurement Strategy

The governance structure to be followed for approval at different stages of bid process management for various types of bids. At a minimum, the stages shall contain:



- (i) Review of Procurement strategy as proposed and further detailing of the same including time schedule taking into consideration the commissioning of the project.
- (ii) Tender documents
- (iii) Pre-bid replies and addendum/corrigendum
- (iv) Final evaluation report - technical and financial (as required)
- (v) Award of Work-Letter of Award (LOA)
- (vi) Preparation of Contract Agreement & Signing by the Parties

5.2 The GC shall prepare and recommend a detailed procurement strategy for the consideration of DFCCIL. This shall include but not be limited to;

- a) Compliance with guidelines/policies/regulations of government(s)
- b) Review Structuring of bid packages for selection of contractors—number of bid packages, bundling/unbundling of various project components, cost analysis and estimates, scope of work and boundary conditions.
- c) Type of contracts (lump-sum, item rate, etc.)
- d) Mode of procurement (Design-Build-Maintain)
- e) Type of selection process (Single stage two packet system without prequalification)
- f) Interface requirement and planning among various project components, bid packages and contracts
- g) Risk assessment and mitigations measures
- h) Procurement schedule

6. Preparation of Bid Document

- i) The GC shall prepare bid documentation as per approved procurement plan. These shall include but not be limited to preparation of tender documents, draft contract agreements, etc. Tender documents shall be prepared in line with the guidelines/policies of the government(s).
- ii) The tender and contract documents for the agreed tender packages may include:
 - a. Invitation For Bid (IFB)
 - b. Instructions to Bidders (ITB)
 - c. Tender evaluation criteria with Pre-qualification criteria (PQC)
 - d. General Conditions of Contract (GCC)
 - e. Particular Conditions of Contract (PCC) including DAB & Arbitration Agreements
 - f. Bid/Contract Forms
 - g. Employer's requirement which may include Detailed Terms of reference including;
 - h. Scope of Work
 - i. Functional Requirements
 - j. Design Criteria
 - k. Construction
 - l. Specification (General Specification)
 - m. Safety, Health and Environment (SHE) manual
 - n. Safety Assurance, Quality Assurance Plan & Interface management.



- o. Form of Contract Agreement,
 - p. Any other requisite documents as applicable.
 - q. design and drawings including design basis report
 - r. Safety, Health and Environment (SHE) manual
- iii) The GC shall prepare employer's requirement for EPC tender packages covering all aspects relevant to the implementation of the corridor and in the degree of detail as required in tender documents for such project so as to enable the bidders to make competitive bids
- iv) The GC shall Prepare a detailed (Scheduled, non-scheduled and emergent) Maintenance [Track in Straight & Curves & Track in Yards (including Track Sub Structure and track Superstructure e.g. Track Formation, Slope protection and erosion control, Drainage, replacement of deficient & non-functional Track components), Structures (Substructures and superstructures including Bridge Approaches) , Tunnels (including approaches), buildings (residential & Non-residential) , OHE, S&T Equipment and systems] plan for three years period beyond 02 Years of defect notification period (total five Years after taking over) for incorporation in Bid documents so that the Contractors of various Contract Packages ensure that after taking over of the Works, the various aforesaid Project Components / assets are maintained to their full service potential without any interruptions and without any cost (of any sort whatsoever) to the DFCCIL.
- v) The GC shall recommend and finalize design criteria, specifications, standards and codes of practice to be followed.
- vi) The recommended specifications and design criteria shall cover aspects related to the methods of construction, design of temporary works, and disposal plan for excavated materials, as also the external environment under which the work would be required to be executed. The specifications will also prescribe the tests and acceptance standards for various components of works.
- vii) It is to be ensured that the designs and specifications will meet the project requirement at reasonable cost, without imposing any limitations in regard to competitive bidding. DFCCIL intends to adopt green Construction and adopt international best practices in relation to Environment e.g. rain water harvesting, other initiatives (as required under law/statutory obligations) in line with government policies/programs and initiatives, etc. at stations, depots, viaducts, and relevant Project components.
- viii) The Consultants shall prepare updated Environmental Management Plan (EMP) and its mitigation measures. Particularly, the Consultants shall consider necessary and feasible noise mitigation measures, especially at the site along Sensitive Receptors (SR) such as schools, hospitals, and religious facilities and congested area. The Consultants shall propose additional measures necessary, and incorporate effective mitigation measures into detail design and EMP. The Consultants shall confirm updated EMP are included in the bid documents.
- ix) The Consultants shall prepare implementation guidelines on environmental monitoring based on the updated EMP, especially for Contractors, to conduct environmental monitoring during construction and operation stage. The Consultant shall assist DFCC in establishment of effective supervision system.
- xii) The Consultants shall prepare an updated the Rehabilitation and Resettlement Plan (RRP). The Consultants shall support and facilitate implementation of land acquisition and resettlement and its monitoring both at the headquarter level and CGM level.



The Consultants shall support CGM to report its progress, grievances and their status (solved/not solved), and other relevant issues to DFCC headquarter. The Consultants shall support DFCC to supervise the implementation of RRP at CGM office.

7. Preparation of PMC/Engineer RFP Document

Assessing the Project requirement regarding Supervision, Control, monitoring, Testing & Commissioning, certification of works and payment to Contractor, Support during Dispute adjudication such as DAB & Arbitration, The GC shall prepare a comprehensive EOI Document for shortlisting of Consultants and subsequent to such shortlisting, prepare a comprehensive RFP document for selection of consultant.

The DFCCIL shall conduct the tendering process for Engineer by themselves.

(a) Bid Process Management

- (i) The GC shall conduct entire bid process management till signing of contract for selection of Contractors/Suppliers/DDCs/ Others on behalf of DFCCIL. However, the public face for Bid process management will remain with DFCCIL. The activities to be rendered by the GC in this regard shall include, but not be limited to the following:
- (ii) The GC shall prepare the complete Bid document to invite the bids through the designated procurement portal which will be uploaded by the designated official (s) of DFCCIL. GC shall follow the rules and regulations of the designated procurement portal in their bid process management.
- (iii) There shall be no prequalification. The GC shall ensure that the Bid Documents, incorporate provisions in eligibility criteria Chapter so that Bidder's compliance with PQ Criteria is assessed.
- (iv) GC shall organize pre-bid conferences/meetings, prepare responses to the queries of the bidders and prepare the associated addendum/corrigendum to tender document(s) which will be issued by DFCCIL. The GC shall make presentation(s), if required.
- (v) GC shall assist DFCCIL in making appropriate arrangements for receiving bids and opening of the same at the scheduled dates. GC shall prepare issues seeking clarification from the bidders after bid submission.
- (vi) GC shall evaluate the tender proposals and furnish recommendations for the selection of the contractors etc. for all bid packages including ranking of the bidders. For this, GC shall prepare a confidential evaluation report with detailed analysis and justification and prepare presentation materials as per the requirement of DFCCIL. This report/presentation should contain a concise set of basis and justification for ranking of the bids. GC shall be required to make a presentation pertaining to the recommendations to a committee constituted by DFCCIL.
- (vii) The GC shall Assist in negotiations with Bidders (i) Prepare information and data to be used in the negotiations/clarifications (ii) Co-ordinate and assist DFCCIL in negotiations/clarifications with the selected bidder(s) and record minutes of all meetings.



- (viii) The GC shall prepare any other relevant details, as deemed necessary. GC shall prepare and submit draft Letter of acceptance for acceptance by the client. he GC shall assist DFCCIL in preparing and finalization of Contract agreements
- (ix) The GC shall recommend and assist DFCCIL in implementing appropriate strategy/mechanism to deal with bid disqualifications, negotiation and fall back options.
- (x) The GC shall ensure proactive monitoring and management of approved procurement schedule, highlight triggers for ongoing/next set of activities to be initiated on rolling basis. The GC shall highlight any nonconformity or deviations from the approved procurement schedule and need for amendments, if any.
- (b) Approval of the DFCCIL**
- (i) Each Document submitted by GC shall be subject to specific DFCCIL approval in writing. DFCCIL shall make attempt to convey approval or otherwise convey item wise objections within 21 days of each submittal.
- (ii) At each stage, the approval of DFCCIL shall be sought and obtained which shall pave the way for the tendering process to move to next stage
- (c) Certain Technical Details (For guidance only)**

Following are listed the certain 'for guidance only' technical details which , in view of the DFCCIL, may be appropriate. But with a sole overriding objective that DFCCIL Project from Sonnanagar –Andal is constructed using state of Art Technology and latest updated methods, using latest best serving Materials, Plant & Equipment (P&Es) i.e. construction of Project which, when satisfactorily completed by the Construction Contractor, uninterruptedly, serves the full envisaged functional purpose over the envisaged life of assets thus created i.e. Completed Project is 'Fit for purpose'; construction of Project which is also entirely compatible with / with full interoperability with the previously constructed DFCCIL Project, GC is required to gather all latest information, latest technology related information and parameters, information regarding the latest in Materials, Plant & Equipment, latest project related software techniques i.e. do a thorough research, prior to incorporating any details in the Bid Document;

Table-1-Civil

1	Alignment length	374.534 Km
2	States/Districts covered	Bihar - Gaya and Aurangabad District; Jharkhand - Dhanbad, Giridih, Hazaribagh and Koderma district ; West Bengal - Paschim Bardhaman district.
3	Stations	10 nos.
4	Tunnels	05 Nos.
5	Major Rivers/Canals/ Nalas	2Nos./8 Nos./44 Nos.
6	Important/ Major bridges	2 Nos./58 Nos.
7	Crossing of NH/SH/ Major District Roads	8 Nos. / 11 Nos. / 12 Nos.
8	Towns & Villages	06 Nos & 286 Nos
9	ROBs in lieu of LC	31 Nos.
10	Power Crossings	Above 33 KV- 12 Nos. / 33KV and Below- 387 Nos.
11	Maximum Speed of Goods traffic operation	130 kmph



		<p>Track alignment (Horizontal & Vertical both), Track In Straight, Track in Curve with design of Super elevation/ Cant including rate of change of Cant/Cant Gradient in Transition and Transition Length In Curves, Track Structure- Rail Sleeper & elastic Fastening & Ballast Cushion, Bridge Superstructure, Bridge Approach, Track inside Tunnels, Tunnel Approach shall be designed for 130 Kmph maximum Speed.</p> <p>Wherever constraints of ROW appear, the Consultant shall advise accordingly to ensure the aforesaid Speed potential.</p>
12	Formation Slope	Side slope in cutting has been considered 1H: 1V and in embankments 2H: 1V
13	Standard of Construction	<p>Track substructure, Formation, Bridge Sub Structure to be designed for 32.5 MT Axle load.</p> <p>Track super structure to be planned for 25 MT Axle load</p> <p>Consultant should incorporate clear specifications for Heavy Haul infrastructure like Track structure, OHE Structure & Signaling System</p>
14	Track structure	60 Kg / 1175 HT Grade Rails in mainline and 60 Kg/90 UTS rails in loop lines and sidings..
15	Sleeper	Wider PSC Sleeper RT 8746 (revised design) with 10 mm thick CGRSP Pads (RT-8747), Liners (GFN liners-RT 8751, Metal liners RT 8748)
16	Sleeper density	1660 sleepers per km for both main line and loop line.
17	Welding of rails	<p>CWR to be provided.</p> <p>Welding – Flash Butt Welding with isolated preapproved AT Welding using 3-piece mould, single shot crucible with auto tapping thimble</p>
18	Points and crossing	Canted turnouts with Thick web Curved switches and weldable CMS crossing, capable of carrying over CWR
19	Degree / Radius of Horizontal Curves	<p>Normally not to be sharper than 2.5 degree (700m radius) (DFCCIL SSOD-1.2)</p> <p>In isolated & exceptional cases, subject to prior approval of DFCCIL (Client) – Not exceed 6 Degree (292 Meter radius)</p>
20	Ballast cushion	Mainline and loop line – 350mm. In terms of ACS 155 to IRPWM, Ballast side slope shall be 1.5:1
21	Width of formation	<p>Single Track (DFCCIL SSOD) Jan 2013-1.11.1</p> <p>Minimum Top width of embankment 8.1</p> <p>Minimum Width in cutting (excluding side drains)-7.5 m</p> <p>Formation top cross slope shall be 1:30</p> <p>Double track-(DFCCIL SSOD)-1.11.2</p> <p>Minimum Top width of embankment 13.50 m</p> <p>Minimum Width in cutting (excluding side drains)-13.50 M</p> <p>Formation top cross slope shall be 1:30</p> <p>[DFCCIL SSOD Jan 2013 –Para-1.11.Note-(a)- The minimum formation width is based on: (i) Ballast section having 1.5H:1V side slope. (ii) Cross slope on top of formation of 1 in 30 (iii) Track center in case of double line section is 6000 mm (iv) Cess width -1.2 m, (v) Ballast Cushion-350 mm]</p> <p>Note-</p> <p>(i) In the Alignment Plan, provision shall be kept for service Road for easy access.</p>



		<p>(ii) Consultant shall, while preparing Employer Requirement for the Bid documents, shall ensure that binding provisions are kept for the contractor to adopt adequate erosion control Method/slope protection method e.g. using Geo-textile, geo-synthetics In all Bank / Cutting equal to or more than 6.0 m high / deep.</p> <p>(iii) In Case Embankment height is 10 m or more, Consultant shall propose Track on Via duct.</p>
22	Ruling gradient	1 in 200 compensated.
23	Gradient in yard	Consistent with the prevailing gradient in existing yards, however, gradient shall be not steeper than 1 in 600
24	Length of loop	Minimum 1500 meter CSR.
25	Track centers	<p>Between DFC Tracks-6.0 M (Minimum)</p> <p>Between IR Track and DFC Track-6.0 (Minimum); Recommended- 7.925 M</p> <p>Note-In Alignment Plan, provision shall be kept for 3.5 M wide Service Roads on both Sides of Alignment in detour and one side in parallel to IR alignment.</p>
26	Tunnel cross section	131.522 Sqmt (approx.)
27	Bridge loading standard	<p>32.5T axle load</p> <p>The PSC Girder span shall be restricted to 80' and use of Steel Girder shall be proposed in case of span more than 80'.</p> <p>In Bridge Design RDSO Standard Span or DFCCIL approved Standard Span for the envisaged Loading shall, mainly, be used for uniformity in Bridge design.</p>
28	Interlocking Standards	Standard-III Interlocking

Table-2-Electric-OHE

SN	Descriptions	Provisions
1.	System of electrification	2x25 KV, 50 Hz AC, AT feeding system
2.	Type of OHE	2x25 KV OHE with Conventional height suitable for running 5100 mm high stock.
a	Main Line	2x25 kV 50 Hz AC, Regulated Polygonal OHE
b	Loop Line/yards	25 kV, Single Phase 50 Hz AC, Regulated Polygonal OHE
3	Maximum Design Speed	120 kmph
4.	Maximum Service Speed	100 kmph
5.	Gauge	1676 mm BG
6.	Contact Wire height	5.500 m at support
7.	Encumbrance	1400 mm
8.	Pantograph	2032 mm collector width
9.	Wind zone as per IS 875 (Part-3)-1987	150-200 kgf/m ²
10.	Maximum half tension length	750 mtr
11.	Tension in Contact Wire	1200kgf
12.	Tension on Catenary	1200kgf
13.	Size of Contact Wire	150 sqmm cuAg/cu-sn
14.	Type of Contact Wire	Grooved Contact wire
15.	Type of catenary	125/120 Sqmm Cu-mg
16.	Type of masts	Galvanized Rolled / Fabricated
17.	Type of portal	Galvanized Fabricated
18.	Type of DA	Galvanized Rolled



SN	Descriptions	Provisions
19.	Normal setting distance	3.0 mtr on tangent track for individual and 3.5 mtr for portals, structures with multiple cantilevers
20.	Normal setting distance in front of signals	Offset
21.	Electrical clearance	
A	Normal long time	250 mm
B	Normal short time	200 mm
C	Reduced on long time	250 mm
D	Reduced short time	200 mm
22.	Type of OHE over ML turn outs	Overlap type
23.	Type of OHE over yard turn outs	Overlap type
24.	Maximum fault current on 25 kV side	12kA for 3 sec
25.	3 phase fault level	10000 MVA for 1 sec at 132kV, 20000MVA for 1 sec at 220kV
26.	BIL	95 KVp / 250 KVp for 25kV 230-275KVp/ 550-650 KVp for 132kV 395-460 KVp/950-1050 KVp for 220kV
27.	Nominal voltage	25 KV
28.	Permissible variation	19KV -27.5 KV
29.	Type of Locomotive	Conventional/ regenerative
30.	Inter spacing of TSS	60-70km
31.	Size of TSS plot	Usable area of 140x85 m at formation level.
32.	Plot size SP	Usable area of 55 m x 30 m at formation level.
33.	Plot size SSP	Usable area of 55 mx 25 m at formation level.

(d) Signalling

- (i) 4-aspect Automatic Block Signalling system using Multi-Section Digital Axle Counter (MSDAC) with dual detection arrangement for Track vacancy detection.
- (ii) Electronic Interlocking
- (iii) Multi-Section Digital Axle Counter (MSDAC) for track vacancy detection in Station section with provision of dual detection arrangement on main lines of the Station section.
- (iv) Colour light LED Signals
- (v) Single Section Digital Axle Counter (SSDAC) using Universal Fail-Safe Block Interface (UFSBI)/slot working on lines connecting IR Stations
- (vi) Non-Trailable Electric Point Machine (220 mm).
- (vii) IPS/UPS based Power supply system (230V AC Mains supply through ATs to be provided by Electrical Dept)
- (viii) Train Management System (TMS) with inbuilt capability to configure later stage for use as Centralised Traffic Control (CTC) system with Operation & Control Centre(s) at (OCC).
- (ix) Remote Condition Monitoring, Data logging & diagnostics with built-in capability of Predictive maintenance of all Signalling equipment both indoor & outdoor and its networking and Centralised monitoring at OCC.
- (x) LC Gate Interlocking.
- (xi) Protection Systems against EMI/EMC, Lighting & Surge Protection including Maintenance free Earthing for all Signalling and Telecom System.
- (xii) Air-Conditioning of all Signal Equipment Room (SER).
- (xiii) Fire Detection and Suppression system for all SER.
- (xiv) All Equipments to have redundancy so that failure of one sub-system/module should not lead to shutdown of Signalling system as a whole.
- (xv) Line wise Signalling Cables.
- (xvi) Telecom Cable.



(e) Telecommunication

- (i) The OFC System for communication between OCC, Stations, Auto Location Huts, Interfacing IR Stations, TSS, SSPs, Integrated Maintenance Depot (IMD), Integrated Maintenance Sub-Depot (IMSD), Staff Quarters etc.
- (ii) Mobile Train Radio Communication for voice and data communication.
- (iii) Administrative Telephone Network and Direct Line Telephone Network.
- (iv) Control Communication System to meet Omnibus voice communication requirement of Traffic Control between OCC and Stations.
- (v) Suitable Emergency Communication System to provide an Omnibus communication channel between OCC and all Automatic Signals.
- (vi) Data Networking system to support IP based Communication Network suitable for Voice, Data & Video.
- (vii) Voice & Video Mail and Recording System.
- (viii) GPS based Master Clock System.
- (ix) VHF Communication system.
- (x) Wi-Fi system.
- (xi) Video surveillance & recording system.
- (xii) Air-Conditioning of all Telecom Equipment Room (TER).
- (xiii) Fire Detection and Suppression system for all TER.

(f) Integration with IR System and other DFC section –

- (i) Integration with IR/FOIS, IR/Crew Management System (CMS) and any other CRIS Managed Systems (COA, RBS etc.) as required.
- (ii) Integration with TMS of other sections of DFC.
- (iii) Integration with S&T system of other sections of DFC.

(g) General requirements from S&T-

- (i) Review and validation of Location survey for installation of Signalling and Telecom gears for working in all terrains including tunnels.
- (ii) For Cable route diversity, sufficient space should be made available for laying cable on both sides of DFCC tracks considering Water drains etc.
- (iii) Provision of RCC structures with fencing arrangement for all Signal & Telecom huts (ALH, TH etc.) at Rail Formation level for Security of safety critical S&T equipments.
- (iv) Cable laying through Culverts/Bridges should be through concrete ducts/channels provided by Civil Dept.
- (v) No Level Crossings is envisaged. However, if LC is planned, then Operation of LC gates along with provision of Gate lodge and AT supply to be catered for.
- (vi) Latest guidelines for S&T cable laying in ducts shall be followed.

8. Reports and Deliverables

The General Consultant shall prepare and issue to the DFCCIL the following reports (in Hard and soft copy) , the format and content of which are to be acceptable to the DFCCIL.

8.1 Inception Report

- i) Within 21 days of the commencement of the Consultancy Contract, the Consultant shall prepare and deliver an Inception Report (the "Inception Report"). The Inception Report shall be a further



elaboration of the Consultant's submissions towards understanding the Tender, the methodology to be followed and work plan. It shall also include quality assurance plan conforming ISO 9001 system of the Consultant's own working and including but not limited to quality policy, organizational structure, organizational chart, roles and responsibility of various positions, names of personnel proposed to man these positions, list of management procedures and element comparison schedule to establish compliance with ISO 9001 system. Roles and responsibilities of Key Personnel and Other Professional Personnel specified in this RFP shall be expanded and detailed by the Consultant so as to make each Professional Personnel responsible for specific items in a manner that all items of the Terms of Reference are distinctively covered.

- ii) In addition, in the aforesaid Inception Report, the GC, for the Client's appreciation of the Consultant's Inputs to the Consultancy Contract, shall, also, submit a complete list of professionals/Experts , support staff, Administrative staff engaged to be deployed in carrying out the General Consultancy Services, mentioning the following

s.n	Expert position	Brief description of duties	Name of Expert	Educational Qualification	Experience	Remuneration to be paid to the Consultant	Period of engagement Man month

- iii) The Deployment schedule for each Key/Support Personnel should be formulated and incorporated in the Inception Report.

8.2. Consultant Study Report (Ref-2.1.2) after Preliminary Investigation

Within 28 Days of the commencement of the Consultancy Services, Consultant shall prepare and submit , after carrying out the Preliminary investigation as stipulated in this section, a Study Report, as referred in this section.

8.3. Consultancy Management Plan

The General Consultant shall deliver a detailed Consultancy management plan within 30 days of the commencement of the Consultancy Services. These procedures will delineate the Consultancy Services program in details [Work Breakdown Structure (WBS) in Primavera P6] & describe how the Consultant will carry out the scope of Services and discharge its responsibility contained in the TOR.

8.4. A detailed Presentation covering all aspects of Consultancy Services from start to Completion

Pursuant to Inspection Report, Study Report & Consultancy Management Plan, Consultant shall prepare a detailed Presentation to the DFCCIL management on a mutually agreed date, time and in Venue, in no Case, the Presentation shall be later than 35 Days after commencement date of Consultancy Services, as notified by Client (DFCCIL).

8.5. Monthly Progress Report

Monthly Progress Report constituting all tasks/activities performed by Key Personnel's/Other Support Personnel shall be submitted that should indicate the tangible progress made by GC during the month.

8.6. All the Submittals & Key Deliverables required for successful implementation of the Consultancy Contract

Within due time, as stipulated in this RFP, the Consultants shall successfully make submittals towards all the Key deliverables, as referred in the Annexure-3 – 'Time Schedule of Key



Deliverable & Payment Schedule', Consultant shall make all the Submittals required for successful implementation of the Consultancy Service Contract, as mentioned or implied therein this document or even if not mentioned in this document, required for successful implementation of this Consultancy Service Contract. The acceptability of all the Key Deliverables and all the Submittals made by the Consultant shall be subject to specific approval, in writing, by the DFCCIL/Client who shall not unreasonably, withhold approval to such Consultant's submittals.

DFCCIL will interact with Indian Railways, Other Agencies and Public Authorities, for approval at different stages wherever required, the Consultant shall attend the meetings, held in this regards and provide requisite assistance to provide clarifications/ presentations, as required to Indian Railways & Other Agencies and Public Authorities.



Annexure- 2 : Financial Bid (Cost of Services)

(Refer Clause 2.7 of RFP)

Reproduce as per Financial Bid Form-1 of Appendix-II



Annexure- 3 : Time Schedule of Key Deliverable & Payment Schedule

KD-	Key Deliverable	Time Schedule (in Months=30 days); For the 'Key Dates'	Cumulative Time in months from Commencement date	Payment in % of accepted Bid amount
1	Commencement of services, in terms of Clause 3.12 of EEC of RFP – (D) [List specific Date]	Commencement Date	0	0
2	On submission of Inception Report (D ₁)	D + 21 days	21 days	5 %
3	After Preliminary Investigation [TOR-Annexure-1 Para 2.1.1), preparation, Submission & approval of Study Report [TOR- Annexure-1 Para 2.1.2]	D + 28 days	28 days	2 %
4	On submission and approval of Consultancy Management Plan	D+30 days	30 Days	2%
5	On Preparation, Submission & approval of Project Estimate-Package wise [TOR sub Para-4]	D + 50 days	50 days	2 %
6	On Preparation, Submission & approval of Bid Document for Package-1- Integrated Contract Package of Civil, Building and Track Works, Electrical and Signalling & Telecommunication Works from Sonnagar-Koderma (incl Koderma detour-169.49 RKM) & Issue of Bid Notification, [D ₁]	D ₁ +60 Days	81 Days	12%
7	On Preparation, Submission & approval of Bid Document for Package-2- Integrated Contract Package of Civil, Building and Track Works, Electrical and Signalling & Telecommunication Works from Koderma (excluding Koderma detour) – Andar – 205.044 RKM & Issue of Bid Notification, [D ₃]	D ₁ +60 Days	81 Days	12%
8	Assistance during Pre-Bid Conference, Preparation, submission & approval of Bidders' queries and Addendum to Bid Document for Package-1 [D ₄]	D ₂ +30	111 Days	5%
9	Assistance during Pre-Bid Conference, Preparation, submission & approval of Bidders' queries and Addendum to Bid Document for Package-2 [D ₅]	D ₃ +30	111 Days	5%
10	Preparation, submittal and approval of RFP for the selection of Project Management Consultant (PMC) for the Construction of Package-1 & 2 [P ₁]	D ₁ +90	111	5%
11	Assistance during opening of Technical Bids, Submission of a fair, reasoned and self-explanatory Technical Bid Evaluation Report Package-1, Its acceptance by Client and issue of Notification regarding Bidders	D ₄ +90	201 Days	12%

KD-	Key Deliverable	Time Schedule (in Months=30 days); For the 'Key Dates'	Cumulative Time in months from Commencement date	Payment in % of accepted Bid amount
	adjudged Technically suitable Package-1[D ₆]			
12	Assistance during opening of Technical Bids, Submission of a fair, reasoned and self-explanatory Technical Bid Evaluation Report Package-1, Its acceptance by Client and issue of Notification regarding Bidders adjudged Technically suitable Package-2[D ₇]	D ₅ +90	201 Days	12%
13	Assistance during opening of Price Bids, Submission of a fair, reasoned and self-explanatory Price Bid Evaluation Report Package-1, Its acceptance by Client and Draft, approval & issue of Letter of Award (LOA) Package-1[D ₈]	D ₆ +25	226 Days	8%
14	Assistance during opening of Price Bids, Submission of a fair, reasoned and self-explanatory Price Bid Evaluation Report Package-1, Its acceptance by Client and Draft, approval & issue of Letter of Award (LOA) Package-2[D ₉]	D ₇ +25	226 Days	8%
15	Assistance during Submission of performance security by the selected Bidder, Preparation, joint agreement of Draft CA between the Parties, signing of the Contract Agreement (CA) Package-1[D ₁₀]	D ₈ +25	251 Days	5%
16	Assistance during Submission of performance security by the selected Bidder, Preparation, joint agreement of Draft CA between the Parties, signing of the Contract Agreement (CA) Package-2[D ₁₁]	D ₉ +25	251 Days	5%
				100%

'A'-Key Deliverable [KD-2 to KD-16] shall be accepted as complete only when, the required submission is specifically approved by the Client.

Note

- 1) Commencement of service – Notified by DFCCIL Client
- 2) Total Completion period, after Commencement of Services-251days,
- 3) Period expressed in Calendar days from the commencement date.



Annexure- 4 : Bank Guarantee for Performance Security

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

Beneficiary:

**Dedicated Freight Corridor Corporation of India Limited,
3rd Floor, Supreme Court, Metro Station Building Complex,
New Delhi, India-110001**

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that *[insert name of Consultant]* (hereinafter called "the Consultant") has entered into Contract awarded vide Letter of Acceptance No. *[insert reference number of the LOA]* dated *[insert date of the LOA]* with you, for the execution of;

[Request for proposal (RFP) for the engagement of Consultant to provide] general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC'- Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023;

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

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

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

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

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

² Insert the date twenty-eight days after the expected date of Project Completion. The Client should note that in the event of an extension of the Time for Completion, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.



This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

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



Annexure- 5 : Bank Guarantee for Bid Security

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: _____

DFCCIL
Corporate office
Supreme Court Metro Station building
New delhi-110001

Beneficiary: DFCCIL

Date

Bank Guarantee Bond No.: Date

Annexures

In consideration of the Dedicated Freight Corridor Corporation of India Ltd (DFCCIL) (hereinafter called "DFCCIL") having invited the bid for

'[Request for proposal (RFP) for the engagement of Consultant] to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx 375 RKM) of EDFC'

through Request for Proposal (RFP) / Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023], We have been informed that [Insert name of the Bidder] (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of /Insert required Value of Bid Security/, in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, /Insert Name of the Bank/, with its Branch : {insert Address} having its Headquarters office at..... /Insert Address/, hereinafter called the Bank, acting through /Insert Name and Designation of the authorized persons of the Bank/, have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favor of the DFCCIL:

1. KNOW ALL MEN that by these present that I/We the undersigned /Insert name(s) of authorized representatives of the Bank/, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally, and irrevocably guarantee to pay to the DFCCIL full amount in the sum of /Insert required Value of Bid Security/ as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the DFCCIL any amount up to and including aforementioned full amount without any demur, reservation, or recourse. Any such demand made by the DFCCIL on the Bank shall be final, conclusive, and binding, absolute, and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by DFCCIL without any reference to the Bidder and without the DFCCIL being required to show grounds or give



reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. **The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the DFCCIL and the Bidder, will in anyway absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by DFCCIL at any time.**

6. This guarantee will remain valid and effective from [insert date of issue] till [insert date, which should be minimum 90 days beyond the expiry of validity of Bid]

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and DFCCIL herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the DFCCIL. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details (*details shown as example only*)

IFSC CODE	SBIN000RA IL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITYNAME	NAVIMUMBAI
ADDRESS	SECTOR-I I, CBD BELAPUR, NA VI MUMBAI
DISTRICT	NAVIMUMBAI
STATE	MAHARASHTRA
BG	ENABLED YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the DFCCIL. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the DFCCIL.

Date:

Place: Bank's Seal and authorized signature(s)

{Name in Block Letters}:

[Designation with Code No.]:

[Pl Attorney No.]: :

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name & Address & Seal Bank's Seal

[Pl Attorney No.]

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from final document



APPENDICES



APPENDIX- I

Form -1 : Bidder Partner Information Form

(Ref-EEC Para-3.2.5)

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023

Bidder's legal name- JV /Consortium Name:
Bidder-JV /Consortium Member legal name with status as to whether Lead Partner or Partner: If the Bidder is Lead Member of a consortium, state the following foreach of the other Member Firms: i Name of Firm: ii Legal Status and country of incorporation iii Registered address and principal place of business.
Bidder-JV /Consortium Member registration Details:
Bidder-JV /Consortium Member's legal address :
Bidder-JV /Consortium Member's Participation Percentage ¹ :-
Legal status (e.g., incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business
Bidder-JV /Consortium Member's Authorized Representative information Name: <i>[insert full legal name]</i> Designation- Address- Cell Phone number - E-mail address-
Bidder-JV /Consortium's Authorized Representative [AR] information Name: <i>[insert full legal name]</i> Designation- Address- Cell Phone number - E-mail address-
For the Bidder, (in case of a consortium, for each Member) state the following information: i) In case of non-Indian company, does the company have business presence in India? Yes/No ii) If so, provide the office address(es) in India. iii) Has the Bidder or any of the Members in case of a consortium been penalized by any organization for the poor quality of work or breach of contract in the last five years? Yes/No iv) Has the Bidder/Member ever failed, in last five years, to complete any work awarded to it by any public authority/ entity in last five years? Yes/No

RFP /Bid Document in c/w Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

- v) Has the Bidder or any member of the consortium been blacklisted by any Govt. department/Public Sector Undertaking in the last five years and such blacklisting exist as on Bid Due Date? Yes/No
- vi) Has the Bidder, or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years? Yes/No

Note: If answer to any of the questions at ii) to v) is yes, the Bidder is not eligible/or this GC

- i) Does the Bidder's firm/company (or any member of the consortium) combine functions as a consultant or designer along with the functions as a contractor and/or a manufacturer? Yes/No
- ii) If yes, does the Bidder (and other Member of the Bidder's consortium) agree to limit the Bidder's role only to that of a consultant/ adviser to DFCCIL and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No
- i) Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers, or suppliers for performance of the Consulting Services? Yes/No
- ii) If yes, does the Bidder agree that it will only be acceptable as GC, if those contractors, manufacturers, and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the GC? Yes/No
- iii) If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ designer for DFCCIL only? Yes/No

- 1- In case of the Bidder / Consortium being a JV / Consortium, this form is required to be submitted, separately, by each constituent member of the JV / consortium.
- 2- Bidder shall submit duly signed/executed (on each Page by each Constituent member of JV/Consortium), on Non Judicial Stam Paper and duly notarized Joint Bidding Agreement with clear incorporation of Each Constituent member's Name, Complete Address (for communication), its respective Authorized representative Name, Address, cell phone number & E Mail ID, Its GSTIN (Goods and Services Tax Identification Number), Its Bank Account number with IFSC (Indian Financial System Code) , Its PAN (Permanent Account Number), its Participation percentage, Its role in JV/Consortium .
- 3- The Bidder shall upload color scan copy of the original Joint Bidding Agreement along with their proposal on IREPS. Within seven Days (inclusive of holidays and Weekends) from Bid submission deadline, Bidder shall submit the aforesaid JV/ Consortium Agreement to the DFCCIL.

Full Signature on Claiming Consultant's round Stamp	
AR's Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

**Form 1A : Year of Establishment with other details
(Ref -EEC Para -3.2.5)**

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023

1. Consultant Name-

1.1 Single Entity, Lead Partner or Partner (strike whichever is not applicable)-

1.2 In Case of Lead Partner , the Name of Consultant Entity- JV/Consortium Participation (%) -

1.3 In Case of First Partner, the Name of Consultant Entity - JV/Consortium Participation (%) -

1.4 In Case of Second Partner, the Name of Consultant Entity - JV/Consortium Participation (%) -

(In Case of 1.2,1.3 & 1.4 above, strike whichever is not applicable)

S. No.	Parameter	Marking criteria	Document required in support	Description of document attached	Attached Documents placed at Page no — Of Bid
1	Year of Establishment-....	Submission mandatory	Self-attested copy of the Firm Registration		
2	GSTIN No.-.....	Submission mandatory	Self-attested copy of GST Registration Certificate		
3	PAN Card no.-.....	Submission mandatory	Self-attested copy of PAN Card		

In case of the bidder / consortium being a JV / Consortium, this form is required to be submitted, separately, by each constituent member of the JV / consortium.

AR-Authorized Representative of the consultant

Full Signature on Claiming Consultant's round Stamp	
AR's Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

Form-2 : Financial Capacity-Network

[Ref -EEC Para-3.3.1]

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023

1. Consultant Name-

1.1 Single Entity, Lead Partner or Partner (strike whichever is not applicable)-

1.2 In Case of Lead Partner, the Name of Consultant Entity-

JV Participation (%)

1.3 In Case of First Partner, the Name of Consultant Entity-

JV Participation (%)

1.4 In Case of Second Partner, the Name of Consultant Entity-

JV Participation (%)

(In Case of 1.2, 1.3 & 1.4 above, strike whichever is not applicable)

Financial Data	FY-1 (2021-22)	FY-2 (2020-21)	FY-3 (2019-20)	FY-4 (2018-19)	FY-5 (2017-18)
Net Worth (NW)					

Note –

- FY shall mean Financial Year. The data in the above Form shall be certified by the Independent Chartered Accountant.
- In Case of Consultant being, JV/Consortium, each Constituent Member (Lead Partner and each of respective Partners) shall be required to, separately, furnish data regarding 'Net worth' in this Form-2.
- The FYs, during which Consultant [i.e. Single Entity or each Constituent Member of JV/Consortium] registered negative Net worth, shall not exceed two.
- In case, the Consultant [i.e. Single Entity or each Constituent Member of JV] fails to submit data for the FY 2021-22, the Consultant shall be awarded 'Nil' marks on this parameter during Evaluation.

Verified by Chartered Accountant

Signature on Stamp	
Date of CA's signature	
CA's Name	
CA's UDIN	
CA's firm	
CA/CA's Firm Address	
CA's contact number	
CA's E Mail	

Full Signature on Claiming Consultant's round Stamp	
AR Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	

AR-Authorized Representative of the consultant



APPENDIX- I

Form-3 : Financial Capacity-Average annual Turnover
[Ref -EEC Para-3.3.2]

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023

1. Consultant Name-

1.1 Single Entity, Lead Partner or Partner (strike whichever is not applicable)-

1.2 In Case of Lead Partner , the Name of Consultant Entity-

JV Participation (%)

1.3 In Case of First Partner, the Name of Consultant Entity-

JV Participation (%)

1.4 In Case of Second Partner, the Name of Consultant Entity-

JV Participation (%)

(In Case of 1.2,1.3 & 1.4 above, strike whichever is not applicable)

Financial Data	FY-1 (2021-22)	FY-2 (2020-21)	FY-3 (2019-20)	FY-4 (2018-19)	FY-5 (2017-18)	Average Annual Turn Over
Information from Audited Balance sheet						
Annual Turn over						

Note - The data in the above Form shall be certified by the Independent Chartered Accountant.

1. In Case of Consultant being, JV; Following shall apply in case of 'data regarding 'Average Annual Turnover'

- a. Each Constituent Member (Lead Partner and each of respective Partners) shall be required to, separately, furnish data regarding 'Annual turnover' in this Form-3;

2. In Case the Consultant fails to submit Average Annual turnover for the FY 2021-22, the Consultant shall be awarded 'Nil' marks on this parameter during Evaluation.

Verified by Chartered Accountant

Signature on Stamp	
Date of CA's signature	
CA's Name	
CA's UDIN	
CA's firm	
CA/CA's Firm Address	
CA's contact number	

Full Signature on Claiming Consultant's round Stamp	
Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

Form- 4 : Technical Capacity
[Ref- EEC Para-3.4]

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023

1. Consultant Name-

1.1 Single Entity, Lead Partner or Partner *(strike whichever is not applicable)-*

1.2 In Case of Lead Partner , the Name of Consultant Entity-

JV Participation (%)

1.3 In Case of First Partner, the Name of Consultant Entity-

JV Participation (%)

1.4 In Case of Second Partner, the Name of Consultant Entity-

JV Participation (%)

(In Case of 1.2, 1.3 & 1.4 above, strike whichever is not applicable)

Sr	Name of Consultant, in case of JV/Consortium, Name of specific Member	Description of Project General Consultancy/(DPR/Detailed Design Consultancy contracts) of Minimum Contract Value-INR 4.0 Crores	Commencement Date & Completion date	Accepted Bid Amount (in Crores of INR)	Portion of Bid Amount pertaining to General Consultancy/DPR/Detailed Design component of the Works (in Crores of INR)	Role of the Consultant on the Assignment; As Prime Contractor JV/Consortium Partner	In case of JV/Consortium, specific % Participation & Role in JV/Consortium for the claimed Consultancy Work	Whether successfully completed/ Substantially Completed	Percentage and value of completed work	Contractual Payment to Consultancy Services /Professional fee received by the Claiming Consultant till 31-03-2023(In Crores of INR)	Document submitted in substantiation	Documents placed at Page no — Of Bid Application
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]	[13]

Note-

Regarding Eligibility Criteria & Eligible Works, refer EEC Para 3.3 & 3.4: Minimum Eligibility Criteria for strict compliance.

Regarding Other Conditions and documentation required, Refer- EEC

Signature on Claiming Consultant's round Stamp	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

Form-5: Key Personnel
[Ref -EEC Para-3.5]

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023

Consultant Name-

s n	Key Personnel	Name of Key Personnel	Consultancy Firm	Description of Educational Qualification with Year of Passing	Claimed Work Experience (Period-from Year -to Year)	Documents placed at Page-No- of Bid for the General Consultancy services
						(i) CV at- (ii) Educational Certificate at- (iii) Claimed experience from Page- to Page-

Note-

- (i) Client would, normally, not be scrutinizing / verifying (from respective source) any Professional's CV for Authentication of the details, mentioned therein the said Professional's CV (submitted by the Consultant) and would be relying upon the Data furnished by the Consultant in their Bid but reserves the right to seek, at any point of time, the original certification of any Professional, for further scrutiny and if considered necessary, the verification from source.

(ii) Consultant Averment

We, the Consultant, hereby aver that all the information, provided by us in this Form-5 is, being premised upon Professional's relevant Certificates (viewed in original), correct and authentic. We, the Consultant, are fully responsible for the correctness for the information, submitted by us and we accept that any misinterpretation or misrepresentation, subsequently detected and so adjudged (by the Client), in this Form may lead to our disqualification, during DFCCIL/Client Evaluation of the Bid for general Consultancy Services and post award of the Consultancy Contract, the LOA /Contract shall be annulled/cancelled with consequent Blacklisting/Banning of Business with that Consultant for a period up to five years from the Bid submission date, as the case may be.

We, the Consultant, further, aver that the above cited Key Personnel, always, be available for execution of GC contract. Any change in such Key Personnel shall be subject to prior approval of the DFCCIL's Competent Authority.

Signature on Claiming Consultant's round Stamp	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

Form 6 : Pre bid Query Form

[Ref -ITB sub Para-2.12.1]

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023

Name of the Consultant Firm:

Name of the Authorized Representative:

Designation:

Cell phone number:

E-Mail ID:

Date of Pre-Pre bid Submission conference:

Sl. No.	Reference Section / Clause	RFP/Bid Document Page No.	Consultant Query with Justification	Existing Clause	Proposed amendment- Amended Clause

Signature on Claiming Consultant's round Stamp	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

Form-7 : Format of 'Letter of bid' to be submitted by the Bidder Consultant

To,

Mr. Pawan Kumar

GM/PPP

Room No.301, DFCCIL Corporate Office

3rd Floor, Supreme Court Metro Station Building,

New Delhi - 110001, INDIA

Sub- Our unconditional Bid for the General Consultancy Services [Name of Consultancy Work-Request for proposal (RFP) for The engagement of Consultant to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar -Andal section (approx 375 RKM) of EDFC- Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023]

Dear Sir,

We, the Consultant;

comprised by a single Entity (Mention the full Name of the Consultant with complete postal address) or by a JV/Consortium comprised by [mention the full name of the JV/Consortium with JV/Consortium's Postal address , Name of Lead Partner , Name of First Partner and Name of second Partner (as applicable) along with their respective postal Addresses with their respective JV Participation percentage] and;

being represented (for all intent & purpose, in relation with this Bid) by Mr. [insert Name of Authorised Signatory with Designation; a duly Notarised Power of Attorney (POA), in whose Favour, duly executed, in Form-9 or Form- 9.1 (as applicable), by the Consultant's Competent Authority (who has been Authorised by the Consultant's Board of Directors (BoD) to delegate the Authority and issue 'Power of Attorney'), is attached along with this Letter of bid];

Expressing no reservation with the RFP, issued under the referred bid Notification, and all its Addenda and in full cognizance of and in complete agreement with the RFP/Bid Document under the above cited Bid Notification as amended through all subsequently issued Addenda, except as reflected specifically, clause wise under a separately given Consultant's Statement titled "Statement of Deviation with the RFP/Bid Document under the Bid Notification and all subsequently issued Addenda" and after having examined all relevant documents & all subsequently gathered relevant information and having understood their contents, hereby submit our Bid for selection of General consultant (GC) for providing General Consultancy services.

In case of there being no aforesaid 'Statement of Deviation', submitted by us, our Bid shall be deemed to be in strict accordance with/in compliance with the aforesaid Bid Document notwithstanding anything mentioned to the contrary in our Bid .

We, the consultant, undertake, to aver that

- a) All information provided in this Bid is true and correct and all documents accompanying such Bid are true copies of their respective originals. We shall make available to the DFCCIL any additional information it may deem necessary or require for supplementing or authenticating the Bid.
- b) We, the Consultant shall desist from submitting, after formally submitting our Bid , any information or any document unless specifically asked by the Client.
- c) We acknowledge the right of the DFCCIL to reject om: Bid without assigning any reason or otherwise and



RFP /Bid Document in c/w Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

- a) hereby waive our right to challenge the same on any account whatsoever
- b) Our Bid has been prepared after thorough application of mind and due diligence.
- c) Our Bid is complete in all respect, in terms of Bid Notification. All the required substantiating Documents have been attached and the required averments have been appended in this Bid.
- d) We, the consultant, are, fully aware that We shall be, fully, responsible for any omission or any deficiency in information, required averments or documentation.
- e) We, the Consultant, fully meet (in letter & spirit) the eligibility criteria, as stipulated in EEC of the Bid Document , as amended vide subsequently issued Addenda.
- f) We, the consultant, undertake, to observe, at all times, the Indian laws against fraud and corruption, including bribery, in force at the time of Bid submission.
- g) We, the consultant, unequivocally, convey that We have not been Blacklisted/Debarred/sanctioned by any Union Govt. / State Govt./ Ministry of Railways/ any multi-lateral Funding Agency. Further, We, the consultant, are not ineligible for this Bid , under Indian Laws.
- h) We do not have any conflict of interest in accordance with ITB sub Clause 2.8 of the RFP.
- 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 in respect of any tender or request for proposal issued by or any agreement entered into with the DFCCIL or any other public sector enterprise or any Government, Central or State; and We, also, certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
- j) We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Bidder, without incurring any liability to the Bidder(s).
- k) We declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as an GC.
- l) We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the GC for the Project. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
- m) We hereby irrevocably waive off right which we may have at any stage at law or whatsoever otherwise arising to challenge or question any decision taken by the DFCCIL and/ or the Government of India in connection with the selection of the Bidder or in connection with the Selection process itself in respect of the above-mentioned Project. In no case, shall I/We have any claim or right to whatsoever nature if the GC for the Project is not awarded to me/us or our Bid is not opened.
- n) The Bid Security of Rs. -----/- (Rupees _____ only) [In case of BG, BG no- date, amount, BG Validity, Issuer Bank Branch] has been deposited in accordance with the RFP document.
- o) We agree to keep this offer valid for [120] days from the Bid submission date specified in the RFP. We. Also, agree to unconditionally, extend the Bid Validity, on being asked by DFCCIL.
- p) In the event of my/our being selected as the Bidder, We agree to enter into an Agreement in accordance with the format Schedule of the RFP. We agree not to seek any changes in the aforesaid Form and agree to abide by the same. We also confirm that the Team Leader is on our payroll and all other Key Personnel not on our payroll, shall be directly employed/engaged by us before the commencement of Services in terms of this Agreement.
- q) We have studied the RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right



RFP /Bid Document in c/w Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

or title arising out of any documents or information provided to us by DFCCIL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of GC.

- r) We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that We are not from such a country or, if from such a country, has been registered with the competent Authority (*strike whichever is not applicable*) . We hereby certify that I/we fulfils all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).
- s) We understand that if at the time of evaluation of the Bid or during execution of the contract, any declaration regarding local content, submitted thorough the relevant form as provided is found to be false, the Bidder shall be banned from submission of bids in any works/ services tender issued by Ministry of Railways for a period of upto5 years from the date of such banning done along with such other actions as may be permitted by law.
- t) We also undertake that the 'Local Content' added in the entire consultancy services will be submitted along with the final bill. Declaration for 'Local content' in terms of 'Public Procurement (Preference to Make in India) Order 2017', as amended, issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry. The offer submitted meets the 'Local Content' requirement as prescribed under the KIT. The percentage of local content is [—%] of the total contract Value.
- u) We, the consultant, hereby reiterate in declaring that all the information, statements, averments & Documents provided/made/attached in this Bid application is correct and authentic. We, the Consultant are fully responsible for the correctness of the information, statements, averments & Documents, submitted by us and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to rejection of the our Bid for this General Consultancy Services with consequent Blacklisting/Banning of Business with us (the Consultant) for a period up to five years from the Bid submission date, as the case may be.
- V) We the Consultant understand that if the certificates regarding empanelment criteria submitted by us are found to be forged/false or incorrect any time after our selection as GC , our selection as GC shall be annulled/cancelled with consequent Blacklisting/Banning of Business with that Consultant for a period up to five years from the Bid submission date, as the case may be.
- w) We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/We submit this Bid under and in the accordance with the terms of the RFP Document.

Full Signature Lead Partner AR & (JV/Consortium's AR) on Lead Partner 's round Stamp	
Signature in initials	
Name	
Designation	
Cell phone number	
E Mail ID	

Full Signature 1 st Partner AR on 1 st Partner 's round Stamp		Full Signature 2 nd Partner AR on 2 nd Partner 's round Stamp	
Signature in initials		Signature in initials	
Name		Name	
Designation		Designation	
Cell phone number		Cell phone number	
E Mail ID		E Mail ID	

Note- (i) AR-Authorized representative.

(ii) Letter of be to be signed By Each Constituent member of the bidding JV /Consortium



APPENDIX- I

Annexure to Form-7 : Check list

Check List for Submission of Documents for Bid Application [as an essential Annexure to the covering letter-Form-7]

While submitting the Bid for the GC, this check List shall require to be submitted along with Letter of Bid (Form-7)

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023]

Sl. No.	Requirements of Technical Bid Application	Reference Clause No. of Bid Document	Consultant's Name: _____	
			Yes / No	Ref. #
1	Letter of Bid with the Bid	Form-7		
1.1	Form-12 -Technical proposal submission form-To be submitted with Form-7, containing Deviation Statement, Comments and Suggestions on The Terms Of Reference, Counterpart Staff, and Facilities To Be Provided By The Client	Form-12		
1.2	Form-13 -Technical proposal submission form-To be submitted with Form-7, containing DESCRIPTION OF Approach, Methodology, and Work Plan in Responding to The Terms Of Reference	Form-13		
1.3	Form-14 -Technical proposal submission form-To be submitted with Form-7, containing Work Schedule and Planning for Deliverables	Form-14		
2	Form-1 (Bidder Partner Information Form)	Sub Section- 3.2.5 of EEC		
3	Form-1A (Establishment and certification of firm), GSTIN No & PAN Card Number)	Sub Section- 3.2.5 of EEC		
4	Form-2 (duly certified by Independent Chartered Accountant) related with Financial Capacity -Net Worth	Sub Section- 3.3.1 of EEC		
5	Form-3 (duly certified by Independent Chartered Accountant) related with Financial Capacity -Average Annual Turn over	Sub Section- 3.3.2 of EEC		
6	Form-4 -Technical Capacity / Work experience	Sub Section- 3.4.1 of EEC		
7	Form-5 related with Key Personnel on Permanent Roll of the Consultant	Sub Section- 3.4.2 of EEC		
7.1	Form-8 related with Curriculum Vitae (CV) for Key personnel on Permanent pay role of the Consultant - Key personnel on Permanent pay role of the Consultant. (Details of each Key expert to be given)	Sub Section- 3.4.2 of EEC		
7.2	Power of Attorney (POA)-Form-9 or Form-9.1	Form-9 (ITB sub Para 2.1.2) or Form 9.1 [ITB sub Para 2.1.2.(iv)] Letter of Bid (Form-7 of Appendix-I)		



RFP /Bid Document in c/w Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

	Form-10 Format for Affidavit to be submitted by Consultant along with the Bid (To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act and duly notarised)	Form-10 of Appendix-I		
	Unconditional Bid Security BG	Annexure-5		
7.3	Form-11-Properly executed Joint Bidding Agreement reflecting composition and percentage (Not less than 24% in any case) participation of each Constituent member	ITB sub Clause 2.1.2.(v) & (vi) & Form-11 of Appendix-I		
7.4	Pre contract Integrity Pact (To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act and duly notarised)	Appendix-III		

Mention specifically, the 'clearly & indelibly marked page number' of the Bid .

Certificate

This is to certify that our Bid is in full compliance with all the conditions, requirements and stipulations, as included in this Bid Documents including all the related Notifications and Addenda thereto.

Full Signature of Bidder/ Consultant's Authorised representative	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

Form no-8 : Form: Curriculum Vitae (CV) for Key personnel (Evaluated positions) of the Consultant

[Ref- EEC Para 3.4.2]

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023]

Name of GC Work-Request for proposal (RFP) for The engagement of Consultant to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx 375 RKM) of EDFC- Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023]

1. General

Position Title and No.	[e.g., TEAM LEADER] [Note: Only one candidate shall be nominated to each position.]
Name of Key Expert	[Insert full name]
Name of the Firm proposing the Key Expert	
Date of Birth	[day/month/year]
Nationality	
Country of Citizenship/Residence	

2. Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained]

3. Employment record relevant to the assignment: [Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references.]

Period of Employment		Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
From (Date) to (Date)	Time expressed in Y/M/D			
[e.g., May 2021-present]		[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]		

4. Membership in Professional Associations and Publications:

5. Language Skills (indicate only languages in which you can work):

6. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:



RFP /Bid Document in c/w Bld Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

- (i) This CV correctly describes my qualifications and my experience;
(ii) In the absence of medical incapacity, I will undertake the assignment, as assigned to my position, in the Contract, for the stipulated duration;

I understand and do hereby aver that any misstatement/misrepresentation, in the information described herein this CV may lead to my disqualification or dismissal, if engaged.

Full Signature of Professional	
Name	
Designation	
Cell phone number	
E Mail ID	

I certify that I have, personally, scrutinized all the details, mentioned above in this CV. I have matched the aforesaid/above mentioned details with the Original Documents, as satisfactorily submitted by the Professional and hereby, vouch for the authenticity of the details mentioned above in this CV.

I understand and do hereby aver that any misstatement/misrepresentation, in the information described herein this CV, may lead to disqualification or dismissal, of the Expert.

Full Signature of Bidder/Consultant's Authorized representative	
Name	
Designation	
Cell phone number	
E Mail ID	



APPENDIX- I

Form-9 : Power of Attorney for Authorized Signatory of Single Entity

Ref- Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated- 26-05-2023]

(Ref-ITB sub Para 2.1.2 & Letter of bid-Form-7)

(to be executed on non-judicial Stamp paper of appropriate value & Notarised)

"Know all persons by these presents, we _____ do hereby constitute, appoint and authorize Mr/Ms _____ who is presently employed with us and holding the position of _____ & who is located at Address _____, as our **Authorised Representative** (our attorney), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Application for this Bid [Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023]] for the General Consultancy Services;

'Request for proposal (RFP) for The engagement of Consultant to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (Approx 375 RKM) of EDFC';

Which shall Include signing and submission of all documents and providing information/responses to Dedicated Freight Corridor Corporation of India Limited, representing us in all matters, dealing with Dedicated Freight Corridor Corporation of India Limited in all matters in connection with our Bid for the General Consultancy Services till selection of GC is published. Further, in case of the Consultant being selected as GC & thereafter (after the selection as GC, till satisfactory completion of General Consultancy services), as the case may be.

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

We, in addition, unequivocally, certify that the Signatory of this Power of Attorney (POA) has been duly authorised by Our Board of Directors (BoD) to issue POA, such as this one.

Dated this _____ day of _____ 200_____.

(Signature of Authorized Signatory)

(Signature and Name in Block letters of Signatory, Designation, Company, Cell number & E Mail ID)
Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Cell no-

E Mail ID

Witness 2:

Name:

Address:

Occupation:

Cell no-

E Mail ID

Notary Attestation

Notary Stamp & Signature

Notes: The extract from BoD minutes, conveying authorisation of the Authorised signatory [for issuing this POA] to issue the POA, such as this one, shall be attached along with this POA.



APPENDIX- I

Form-9.1 : Power of Attorney for Authorized Signatory in case of Consultant being Joint Venture (JV)/Consortium,

Ref- Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated-26-05-2023]
(Ref-ITB sub Para 2.1.2.(iv) & Letter of bid-Form-7 of Appendix-I)

(to be executed on non-judicial Stamp paper of appropriate value & Notarised)

Whereas Dedicated Freight Corridor Corporation of India Limited has invited 'Request for proposal related with Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023 for the General Consultancy Services;

'Request for proposal (RFP) for The engagement of Consultant to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx 375 RKM) of EDFC'

and

Whereas, the members of the Joint Venture/Consortium [mention the Name of the JV/Consortium--] comprising of M/s. _____ (lead partner) _____, M/s. _____, M/s. _____, and M/s. _____ (Constituent Members or Partners) are interested in submission of Bid , in accordance with the terms and conditions, as contained in the RFP Document.

Whereas, it is necessary for the members of the Joint Venture (JV)/Consortium to designate representative of the Lead Partner (Constituent Consultant Entity, having the maximum Stake-51% in the JV), as the authorized representative of the JV/Consortium, with all necessary power and authority to do, for and on behalf of the Joint Venture/Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture/Consortium's Bid for the General Consultancy Services.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____ (Lead Partner) _____, M/s. _____, M/s. _____, [Partner] and M/s. _____ [Partner] hereby designate Mr/Ms. _____, being representative of the lead partner of the Joint Venture, as the Authorized Representative of the Joint Venture, to do on behalf of the Joint Venture;

all or any of the acts, deeds or things necessary or incidental to the Joint Venture/Consortium's Bid for the General Consultancy services, including submission of Bid , participating in conferences, responding to queries, submission of information/documents and generally to represent the Joint Venture/Consortium in all its dealings with DFCCIL, in connection with the aforesaid Bid until culmination of the Tendering process i.e. till the selection of the General Consultant is published and in case of JV/Consortium being selected as GC & thereafter (after the selection as GC, till satisfactory completion of General Consultancy services), as the case may be..

We hereby agree to ratify all acts, deeds and things lawfully done by the aforesaid Authorized Representative, [our said attorney, pursuant to this power of attorney] and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by our Joint Venture/Consortium

Signatory-1 (Lead Partner)	Signatory-2 (Partner-1)	Signatory-3 (Partner-2)
-------------------------------	----------------------------	----------------------------



RFP /Bld Document in c/w Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

Signature		Signature		
Name in full		Name in full		
Designation		Designation		
Company		Company		
Cell Phone no-		Cell Phone no-		
E Mail ID		E Mail ID		
Witness-1- Signatory-1	Witness-2- Signatory-1	Witness-1- Signatory-2	Witness-2- Signatory-2	Witness-1- Signatory-3
Signature				
Name in full				
Designation				
Company				
Cell Phone no-				
E Mail ID				

Notes: The extract from respective BoD minutes, conveying authorisations of the each Authorised signatory [issuing this POA] to issue POA, such as this one, shall be attached along with this POA.

Notary Attestation
Notary Stamp & Signature



APPENDIX- I

Form- 10: Format for Affidavit to be Submitted by Consultant along with the Bid

Ref- Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023]

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the Consultant)

I (Name and designation)..... appointed as the attorney/authorized signatory of the Consultant (including its constituents), M/s. _____ (hereinafter called the Consultant) for the purpose of the Bid for the General Consultancy work;

'[Request for proposal (RFP) for the engagement of Consultant] to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (Approx 375 RKM) of EDFC'

as per the above referred DFCCIL Bid Notification , do hereby solemnly affirm and state on behalf of the Consultant including its constituents as under:

1. We understand that Client requires that Consultants, seeking empanelment, must observe the highest standard of ethics during the procurement and execution of such contracts. We confirm and undertake that we including our constituents, directly or otherwise have not been / shall not be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract in accordance with ITB Sub Clause 2.16 to Bid Document.

We understand that at any stage, the Client-DFCCIL (during empanelment process) and Indian Railways (Post empanelment Tendering for IR Consultancy Contracts) shall have the right to reject our Bid for the General Consultancy Work, if it is adjudged / determined that we have directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract and will sanction a Consultant or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Client/Indian Railways' activities, if it at any time, it is determined that the Consultant has, directly or otherwise, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the Employer in accordance with with Section 2.2-Eligibility Criteria to Bid Document;
2. We declare that the Consultant or any of its constituents has not been Blacklisted/ banned for business dealings with DFCCIL or Indian Railways along with any of its attached and subordinate offices through an order issued by DFCCIL or By Ministry of Railways (Indian Railways) or any of the attached and subordinate offices of Indian Railways or any Metro Rail Corporation in India or by Ministry of Commerce at any time and/or no such blacklisting is in force as on the deadline for submission of Bid.
3. We declare that none of the previous contracts of the Consultant or any of its constituents had been terminated/rescinded for Consultant's failure by DFCCIL or by Indian Railways along with any of its attached and subordinate offices or by any metro rail organizations in India during the period of last 2 years before the deadline for submission of Bid.



4. We declare that the Consultant or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the Bid.
5. We declare that the name of the Consultant or any of its constituents is not on the list of "Poor Performer" of Indian Railways along with any of its attached and subordinate offices or of any metro rail organizations in India as on the deadline for submission of Bid.
6. We declare that financial data for last five financial years including that for the latest concluded financial year are being submitted duly certified by Chartered Accountant / Company Auditor.
7. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
8. We declare that the information and documents submitted, along with the Bid for General Consultancy, by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
9. We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time after submission / opening of Bid and till finalization of Bids, it will be our bounden duty to inform the DFCCIL/ Client of our changed status immediately and in case of our failure to do so, the DFCCIL / Client has right to reject our Bid. In case, If such failure comes to the notice of DFCCIL at any time after award of the General Consultancy contract , it will lead to termination of the contract and forfeiture of Performance Security and taking of any action as per the terms & Conditions of this GC Contract. We shall also be liable for Banning of Business dealings for a period of five years.
10. We understand that if the contents of the affidavit are found to be false at any stage during Bid evaluation, it will lead to rejection of our Bid. Further, we *insert name of the Consultant*** and all our constituents understand that we shall be liable for banning of business dealings with DFCCIL , for a period of five years.
11. We also understand that if, the contents of the affidavit are found to be false at any time after the Post award of GC Contract it will lead to termination of the contract, forfeiture of Performance Security and any other Security as per the terms & Conditions of that GC Consultancy Contract and Banning of Business dealings of the Consultant and all its constituents for a period of five years.
12. WE declare that We shall never outsource/ Sublet the Consultancy Works, awarded by the DFCCIL unless prior approval is sought and given by DFCCIL.

(DEPONENT)
SEAL AND SIGNATURE OF THE CONSULTANT

Verification:

Verified on _____ day of _____ at _____ that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.



(DEPONENT)
SEAL AND SIGNATURE OF THE CONSULTANT

***** The contents in Italics are only for guidance purpose and details as appropriate,
are to be filled in suitably by Consultant.***

Attestation before Magistrate/Public Notary



APPENDIX- I

Form-11 : Joint Bidding Agreement
(To be executed on stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this day of Month 20
AMONGST

1. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at] (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. [•], (a company incorporated under the Companies Act, 1956/2013 and having its registered office at] (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

[Please include all the Members of Consortium and in line with the maximum Consortium Members allowed in the RFP]

The above-mentioned parties of the [FIRST AND SECOND] PART is collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

(A) Dedicated Freight Corridor Corporation of India, (hereinafter referred to as the "DFCCIL" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors, and assigns) has invited proposals (the "Bids") by its -Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023, (the "RFP") for appointment as GC for General Consultancy Services for (the "SERVICES").

'[Request for proposal (RFP) for the engagement of Consultant] to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx 375 RKM) of EDFC'

(B) The Parties are interested in jointly bidding for the GC as members of a Consortium and in accordance with the terms and Conditions of the RFP document and other bid documents in respect of the GC, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Consortium Agreement -Form-11 of Appendix-I and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

a. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Consultancy.

b. The Parties hereby undertake to participate in the Bidding process only through this Consortium and not individually and/ or through any other consortium constituted for this GC, either directly or indirectly or



through any of their Affiliates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the GC, the Parties **shall enter into a contract for consultancy services ("Contract")** with the DFCCIL and for performing all obligations as the GC for the Project in terms of the Contract for the Services.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

<u>Party</u>	<u>Percentage Participation</u>	<u>Role</u>
--------------	---------------------------------	-------------

a. Party of the First Part shall be the Member in Charge of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the selection process for the GC and until the Effective Date under the Contract;

b. Party of the Second Part shall be[•].

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the GC and in accordance with the terms of the RFP and the Contract, for the performance of the Contract. In case of a Constituent Member leaving, for whatsoever reason, the JV/Consortium, Rest of members/ Remaining Constituent members of JV/Consortium, Irrespective of the role allocated, shall, unconditionally & seamlessly (as If the said leaving Member had not the JV/Consortium, at all) complete the Consultancy Work, as stipulated in this RFP to the entire satisfaction of DFCCIL.

7. Member in Charge or Lead Member

c. Without prejudice to the joint and several liabilities of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Member in Charge or Lead Member and the DFCCIL shall be entitled to deal with such Member in Charge as the representative of all Members. Each Party agrees and acknowledges that:

a. any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Member in Charge on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The DFCCIL shall be entitled to rely upon any such action, decision, or communication from the Member in Charge;

b. consolidated invoices for the services in relation to the Project performed by all the Members shall be prepared and submitted by the Member in Charge and the DFCCIL shall have the right to release payments solely to the Member in Charge and the DFCCIL shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;

c. any notice, communication, information, or documents to be provided to the GC shall be delivered to the authorized representative of the GC (as designated pursuant to the Contract) and any such notice, communication, information, or documents shall be deemed to have been delivered to all the Parties.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and DFCCIL to enter into this Agreement;



b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and DFCCIL to execute

c. this Agreement on behalf of the Party is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws, or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture, or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances, or mortgage in or on the property of such party except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(a) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(b) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Authorized Representation

The parties agree that, who is employed with the member in charge, or his/her nominee shall be the authorized representative of the consortium, to do on behalf of the Consortium, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of the Consortium's proposal for and the Services including but not limited to signing and submission of all applications, proposals and other documents, participating in pre-bid and other conferences and providing information/responses to the DFCCIL, representing the consortium in all matters before the DFCCIL, signing and execution of all contracts and undertakings consequent to acceptance of the Consortiums' proposal and generally dealing with the DFCCIL in all matters in connection with or relating or arising out of the Services.

9. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Contract, in case the Services are awarded to the Consortium. However, in case the Consortium is not selected for award of the Services, the Agreement will stand terminated upon intimation by the DFCCIL that it has not been selected and upon return of the Bid Security by the DFCCIL.

10. Miscellaneous

a. This Joint Bidding Agreement shall be governed by laws of India.

b. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior



written consent of the DFCCIL.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of MEMBER IN CHARGE

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution power of attorney in favour of the person executing this Agreement for the delegation of power and DFCCIL to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Appointment



APPENDIX- I

Form-12: TECHNICAL PROPOSAL SUBMISSION FORM (to be submitted along with Form-7)

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023,

Name of GC Work -'[Request for proposal (RFP) for the engagement of Consultant] to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx 375 RKM) of EDFC'

DEVIATION STATEMENT, COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Consultant's comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment

A-On the Terms of Reference

{improvements to the Terms of Reference, if any}

B-On Counterpart Staff and Facilities Provided by Client

-None- Client shall not provide any counter part staff or facilities-

C-Deviation Statement

Consultant shall specify, clause/section wise, any deviation/any disagreement from / with RFP and its (RFP's) all the subsequently issued Addenda that Consultant's entire Proposal incorporates/carries. In Case, Consultant does not mention any deviation / disagreement here, The Consultant's Proposal shall be deemed to be in absolute/strict agreement / compliance with the RFP and its (RFP's) all the subsequently issued Addenda, i.e. as if, there was no deviation or disagreement, whatsoever, from the RFP and all its subsequently issued Addenda



APPENDIX- I

Form-13 : TECHNICAL PROPOSAL SUBMISSION FORM (to be submitted along with Form-7)

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023,

Name of GC Work -"[*Request for proposal (RFP) for the engagement of Consultant*] to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx 375 RKM) of EDFC"

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing covering, following, but not exhaustive fields of interest;

- a) Technical Approach and Methodology- in detail with directional graphics
- b) Work Plan - in detail with directional graphics
- c) Organization and Staffing-- in detail with directional graphics

a) Technical Approach and Methodology.

[Please explain, in detail with graphics, your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s) within the stipulated time frame, and the degree of detail of such output. Please do not repeat/copy the TORs in here.]

b) Work Plan.

[Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.]

c) Organization and Staffing.

[Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.]



APPENDIX- I

Form-14 : TECHNICAL PROPOSAL SUBMISSION FORM (to be submitted along with Form-7)

Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023,

Name of GC Work - '[Request for proposal (RFP) for the engagement of Consultant] to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC'.

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

SN	Deliverables (Ref-Appendix-2)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
1	Commencement of services , in terms of Clause 3.12 of EEC of RFP- (D) [List specific Date]												
2	On submission of Inception Report (D ₁)												
3	After Preliminary Investigation [TOR-Annexure-1 Para 2.1.1), preparation, Submission & approval of Study Report [TOR-Annexure-1 Para 2.1.2]												
4	On submission and approval of Consultancy Management Plan												
5	On Preparation, Submission & approval of Project Estimate-Package wise [TOR sub Para-4]												
6	On Preparation, Submission & approval of Bid Document for Package-1- Integrated Contract Package of Civil, Building and Track Works, Electrical and Signalling & Telecommunication Works from Sonnagar- Koderma (incl Koderma detour-169.49 RKM) & Issue of Bid Notification, [D ₂]												



RFP /Bld Document in c/w Bld Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

[illegible]

14	Assistance during opening of Price Bids, Submission of a fair, reasoned and self-explanatory Price Bid Evaluation Report Package-1, Its acceptance by Client and Draft, approval & issue of Letter of Award (LOA) Package-2[D9]												
15	Assistance during Submission of performance security by the selected Bidder , Preparation, joint agreement of Draft CA between the Parties, signing of the Contract Agreement (CA) Package-1[D10]												
16	Assistance during Submission of performance security by the selected Bidder , Preparation, joint agreement of Draft CA between the Parties, signing of the Contract Agreement (CA) Package-2[D11]												

1. List the deliverables, in Column no-2 of the Tabular Statement appended above [Key Deliverables, as mentioned in (Annexure-3- Time Schedule of Key Deliverable & Payment Schedule)
2. As with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Authorized representative of the Consultant	
Signature on Consultant Round Stamp	
Name	
Designation & Firm	
Date	



APPENDIX- I

Form-15 : Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

Dear Sir,

Sub: -'[Request for proposal (RFP) for the engagement of Consultant] to provide general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC'.

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Bid)*, satisfy the terms and conditions laid out in the RFP process.

I/We have agreed that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Bid. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

(Signature, name, and designation of the authorised signatory)
For and on behalf of

* Please strike out whichever is not applicable



APPENDIX- II

Form-1 : FINANCIAL PROPOSAL SUBMISSION FORM

(Location, Date)

To: Dedicated Freight Corporation of India Ltd.(DFCCIL),
Room no-301, DFCCIL Corporate office
Third Floor, Supreme court Metro Station Building
New delhi-110001.

Dear Sirs:

We, the undersigned, offer to provide the ;

[Request for proposal (RFP) for the engagement of Consultant to provide] general Consultancy & related Services involving all activities, as necessary/required, for the selection of Contractors of Contract Packages, from the stage of preparation of the Bid Document to the stage of award of Contract and signing of Contract Agreement (by the Parties), for the Construction of Sonnagar –Andal section (approx. 375 RKM) of EDFC'- Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal dated 26-05-2023,

and our Technical Proposal, our attached Lump sum Financial Proposal is for the amount of;

Contract currency (INR)

s.n.	Lump Sum Financial Proposal	Amount in Figures	Amount in Words
1	Total Bid Amount (Exclusive of Tax)		

Our above quoted lump sum Price , fully, includes all costs of all types e.g. (i) Total Remuneration (ii) Total Reimbursable, is inclusive of all the incidental, Contingent, Working expenses, Training expenses, Consultant Profit & other Fees such as Inspection Fees of all kinds and risks of every kind for the successful and complete implementation of the General Consultancy Assignment' as defined in this RFP, within the 'Time for Completion' as stipulated in this RFP.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

	Authorized Representative of the Lead Member and thereby Authorized Representative of the JV/Consortium/Association i.e. Authorized Representative of the Consultant	Authorized Representative of the Constituent Member-1	Authorized Representative of the Constituent Member-2.....
Authorized Signature {In full and initials}:	(Consultant Round Stamp)	(Member's Round Stamp)	(Member's Round Stamp)



RFP /Bld Document in c/w Bid Notification no-2023/HQ/EN/GC/EC/Sonnagar-Andal

Name and Title of Authorized Signatory:			
Address			
E Mail			
Telephone number			



APPENDIX-III

PRE-CONTRACT

INTEGRITY PACT



Appendix - C



Dedicated Freight Corridor Corporation of India Ltd.

(A GOVERNMENT OF INDIA UNDERTAKING)

No. HQ/F&AC/GM-RM/INTG PACT/2011/1
2028.08.2015

Dated: 28/08/15

All GGMs/GMs in Corporate Office
All CPMs

Subject: Implementation of Integrity Pact in DFCCIL

Dear Sir,

As per office Memorandum no. F. No. DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSUs should enter into Integrity Pact in the required Performa in their procurement transactions / contracts with suitable changes specific to the situation in which the pact is to be used. The Pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors/bidders and the buyer (DFCCIL), committing the persons/officials on both sides, not to resort to any corrupt practices in any aspect/stage of the contract.

Accordingly, it has been decided to implement the Integrity Pact for contracts (excluding those being funded by World Bank and JICA) whose values are above the following threshold so as to cover up to 95% of the monetary value of contracts value in the organization:

- 1) Works Contracts – Rs.10 Crore;
- 2) Consultancy Services – Rs.1 Crore;
- 3) Hire / Lease / Repair & Maintenance Contract – Rs.1 Crore;
- 4) Purchase of Stores – Rs.1 Crore.

MD/DFCCIL has desired that the Integrity Pact may also be implemented in World Bank and JICA funded contracts. Necessary approval from funding agencies may kindly be obtained on priority by the executive signing the contract.

The Pact has to be implemented through a panel of Independent External Monitors who will review independently and objectively the compliance of the obligations by both the parties. As these IEM'S are to be appointed by the CVC in consultation with the CVO and are being processed separately, their names would be apprised to your office in due course.

A copy of the Pre-Contract Integrity Pact is enclosed herewith as *Annexure-I* along with the relevant DPE guidelines and CVC circulars in this regard as *Annexure-II*.

Since, the Integrity Pact is to be signed by the executive dealing with the procurement transaction, as such submitting of confirmation / Information solicited by MOR vide letter no. 2013/Infra/6/21 dated 13.01.2015 and

Regd. Off : 5th Floor, Pragati Maidan Metro Station Building Complex, New Delhi - 110001
CIN: U60232DL2006GOI155068, Tel.: +91-11-23454700, Fax: +91-11-23454701, Website : dfccil.gov.in





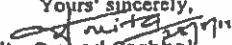
Dedicated Freight Corridor Corporation of India Ltd.

(A GOVERNMENT OF INDIA UNDERTAKING)

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compliance of CVC guidelines in this regard need to be ensured by the procurement wing (GGM (P)/EC and GGM(P)/WC) of the respective corridors. A copy of the said letter is enclosed herewith as Annexure-III.

This Issues with the approval of MD/DFCCIL.

Thanking You,

Yours' sincerely,

Amla Prasad Sarbhal
GM/Fin./RM

Copy to:

Dir (PP)
Dir (Infra)
Dir (OP & BD)
CVO
Secretary to MD



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ANNEXURE – I

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2011, 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 (hereinafter 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, THEREFOR,

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

(3)



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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. In case any such preceding misconduct on the part of such official(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.

Commitments of BIDDERS

3. 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, organisation 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

(AA)



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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 defence 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



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interest/stake in the BIDDER's firm, the same shall be disclosed by the [A] at the time of filing 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. 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. 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 of 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.



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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. 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.

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(18)

- (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 entitled 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.

6.3 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. 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 very 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. 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 (Names 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 documents relating to the project/procurement, including minutes of meetings.

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- 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 documents 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. 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 documents including the Books of Accounts of the [A] and the [A] shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. 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. 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. 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.

9



114/16

(179)

13. 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 may be.

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

(16)



178)
13/9/12

Annexure - II

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NOTE

No. HQ/Vig./CVC/RV/Circulars

Dated 11.09.12

Sub: - Adoption of Integrity Pact Standard Operating Procedure.

On the above noted subject copy of CVC Circular No. 06/07/12 dated 23.07.12 is enclosed herewith for information and necessary action.

DA/ as above

(L.D. Bhoria)
Dy. G.M. (Vigilance)

Copy to:-

1. PS to MD for information of MD
2. All GGMs, AGMs, GMs/DFCCIL
3. All CPMs/DFCCIL

*GM/RM
This can be
dealt with by you
GGM/AGM
PL discuss the status of Integrity Pact.*

11



No. 011/VGL/053 - 1447 61
Central Vigilance Commission

Satarkta Bhawan, Block-A,
GPO Complex, INA,
New Delhi-110023.
Dated: 23rd July, 2012

Circular No. 06/07/12

Subject:- Adoption of Integrity Pact-Standard Operating Procedure-reg.

In continuation of Commission's circular No 10/5/09 dated 18.5.09 laying down "Standard Operating Procedure" for adoption of Integrity Pact in major Govt. Department/organisations, the Commission has decided to lay down age criteria for appointment of IEMs. Commission has therefore resolved that at the time of appointment as IEM, the person concerned should be less than 70 years of age. On completion of tenure of initial three years if age of 70 years has been crossed, further extension of two years will not be admissible.

2. Accordingly, a new sub-para i.e. 5.10 under Para 5 of the Commission's circular No. 10/5/09 dated 18.5.09 is added which may be read as under:

5.10 At the time of appointment as IEM the person should be less than 70 years of age. On completion of tenure of initial three years if age of 70 years has been crossed, further extension of two years will not be admissible.

Other provision contained in Commission's circular No. 10/5/09 dated 18.5.09 would remain unchanged.


(Madhu Sham)
Deputy Secretary

All Chief Vigilance Officers

(12)



G100

13 Jan 15 16:26

rail bhawan

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P.1

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Annexure - II

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71

14-1-15

39
15/1/2015

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2013/Infra/6/21

Dated: 13.1.2015

Managing Director, DFCCIL,
5th Floor, Pragati Maidan
Station Building Complex
New Delhi-110001
Fax-23454605, 23454701

Sub: Use of Integrity Pact by Public Sector Undertakings.

Ref: DFCCIL letter No. HQ/F&AC/GGM-RM/INTG.PACT/2011/1 dated
21.10.2013.

if/Fin
In ref to above letter, it is requested to advise the basis for the proposed threshold value above which the Integrity Pact would be used in procurement transactions/contracts. It is prudent to mention here that as per CVC's guidelines, threshold value for the procurement transactions/contracts should be decided after conducting proper ABC analysis and should be fixed so as to cover 90-95% of the total procurement of the organisation in monetary terms. It is requested to confirm that the above guidelines have been followed. Details of works contracts, consulting services, hire/lease/repair and maintenance contracts and purchase of stores made in last three years, may also be furnished.

15/1/15
42

Please put up.
15/1/15
17/1/15

15/1/15
(Sandeep Srivastava)
Director Planning (Special)
Room # 143, Rail Bhawan
Telefax: +91-11-23383525
Email: dp1gsp1@gmail.com

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Appendix-IV
Department of Expenditure,
Ministry of Finance,
Government of India letter
F.No.6/18/2019-PPD dated
23/07/2020



Appendix-V
Ministry of Commerce and
Industry vide letter no. P-
45021/2/2017-PP (BE-II)
dated 16-09-2020

