



**Dedicated Freight Corridor Corporation of India Limited**  
**A Government of India (Ministry of Railways) Enterprises**  
**18/N (Ground Floor), Block A, New Alipore, Kolkata-700053, West Bengal**  
**Telefax: 91-33-23973937**

**Name of Work:** Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

**REQUEST FOR PROPOSAL (RFP)**

**TENDER**

**Tender No.:KKK/EN/Tender/SIA/DKAE-GMO/2015-16/05**

**BID DOCUMENT**

**[NOT TRANSFERABLE]**

**[NOT REFUNDABLE]**

**PRICE: RS 3000/-**  
(of bid document)

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**DISCLAIMER**

1. Though adequate care has been taken in the preparation of this Bid Document, the Consultancy Company (bidder) submitting proposal in response to this Bid document should satisfy itself that the Document is complete in all respects.
2. Neither DFCC nor their employees will have any liability to any prospective Consultancy Company or any other person under the law of contract expense or damage which may arise from or incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the Assignment, the information and any other information supplied by or on behalf of DFCC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
3. DFCC reserves the right to reject any or all the Proposals submitted in response to this Bid Document at any stage without assigning any reasons whatsoever. DFCC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Proposal.
4. DFCC reserves the right to change/modify/amend any or all of the provisions of this Bid Document. Bidders will be informed about such changes through email/fax/post.

**For CPM/KKK  
on behalf of DFCCIL**

**ABBREVIATIONS**

CV	Curriculum Vitae
DFC	Dedicated Freight Corridor
DFCC	Dedicated Freight Corridor Corporation of India Limited (A Government of India Enterprises)
GCC	General Conditions of Contract for Consultancy Contract
INR, Indian Rs.	Indian Rupees (Indian Currency ‘‘’)
IR	Indian Railways
JV	Joint Venture
LS	Lump Sum
MOR	Ministry of Railways
PLR	Prime Lending Rate
SCC	Special Conditions of Contract
TOR	Terms of Reference

**For CPM/KKK  
on behalf of DFCCIL**

## SECTION 1

### LETTER OF INVITATION FOR BIDS (IFB)

**Dedicated Freight Corridor Corporation of India Limited**  
**A Government of India (Ministry of Railways) Enterprises**  
**18/N (Ground Floor), Block A, New Alipore, Kolkata-700053, West Bengal**  
**Telefax: 91-33-23973937**

**Section 1**

**Letter Invitation for Bids (IFB)**

To,

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**Sub:** Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

CPM/KKK/DFCCIL, for and on behalf of DFCCIL invites, bids in single envelope system, from the tendering firms / JVs for undertaking the "Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor".

- 2.0 Project Information and Brief Scope of work has been given in the 'TERMS OF REFERENCE' (Section 4) of the 'REQUEST FOR PROPOSAL' (RFP) document.
- 3.0 General information about the Tender has been given in the 'NOTICE FOR INVITING TENDER/BIDS'.
- 4.0 "Single Stage" one packet has been adopted for submission, evaluation and selection of Consultant. The proposal should be submitted in single envelope super scribed as under-
  - (i) TENDER No.
  - (ii) Name of work
  - (iii) Name & Address of bidder
- 5.0 Envelope should contain following documents-
  - (i) Forwarding Letter given in the Bid document.
  - (ii) Power of Attorney of authorized person who signed the Tender
  - (iii) A certified copy of partnership deed or article of memorandum or any other legal document about status of the bidder if the firm is a partnership or JV firm.
  - (iv) This document duly signed on all pages
  - (v) BIDDER'S GENERAL INFORMATION as per Annexure-1 of the document
- 6.0 The contractor / bidder must quote a single percentage above / below or at par of the total amount as given in the Tender schedule.

**6.1 Minimum Eligibility Criteria**

- a) Must have been a registered and reputed professional agency/company with adequate experience in Social Assessment, Resettlement and land acquisition, GIS and computerization. The consultant team should have specialists leading the team with appropriate local support staff for socio-economic survey and community consultations.
  - b) It must have personals as specified in TOR of these documents excellent skills in writing and speaking English and must be conversant in Hindi and Bengali.
  - c) It must have experience of having implemented projects directly funded by reputed agencies and completed at least one work of similar nature.
  - d) It must have operating field office in the state of West Bengal and Jharkhand.
  - e) Bidders should submit requisite paper from agency which had deployed the consultant and certificate of satisfactory completion of work, failing to produce such paper will summarily call for disqualification of the bidder.
- 7.0 Bidders are required to give unconditional offers. Conditional offers, having financial implication, are liable to be rejected.

**8.0 GENERAL**

- 8.1 Bid document is non-transferable. Bids received from bidders in whose name Bidding Document has been issued shall only be considered.
- 8.2 No extension in the Bid Due Date shall be considered on account of delay in receipt of Bid Document by post.
- 8.3 The bidders shall keep their offer open for a minimum period of 90 days from the date of opening of the bid, being extended further if required by mutual agreement from time to time.
- 8.4 Envelopes of all offers will be opened on the date/time specified in the document in the presence of bidders/ their representatives who choose to attend the same to verify its contents as per requirements. The rates shall then be read out.
- 8.5 If the date of opening is declared as holiday then the offer shall be accepted upto 14.30 hrs of the next working day and the same will be opened at 15.00 hrs on the same day i.e. next working.
- 8.6 Proposals received after due date/time of opening will not be opened and will be returned to the bidder.
- 9.0 DFCC will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, DFCC shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.

**For CPM/KKK  
on behalf of DFCCIL**





Dedicated Freight Corridor Corporation of India Limited  
A Government of India( Ministry of Railways) Enterprises  
18/N(Ground Floor), Block A, New Alipore,Kolkata-700053, West Bengal  
Telefax: 91-33-23973937

**Forwarding letter by the Bidder**

To,  
Chief Project Manager,  
DFCCIL, Kolkata

**Tender No.: KKK/EN/Tender/SIA/DKAE-GMO/2015-16/05**

**Name of Work:** Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

1. I/We..... have read the various conditions of tender attached hereto and hereby agree to abide by the said conditions. I also agree to keep this Tender open for acceptance for a period of 90 days from the date fixed for opening the same. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to the special conditions as laid down by the DFCCIL Administration for the execution of present contract.
2. A sum of Rs. **56,750/-** is being submitted as Earnest Money Deposit in the form of Demand Draft/Bankers Cheque No..... dated..... issued by..... (Name & Branch of Bank). The value of the Bid Security(Earnest Money) shall stand forfeited without prejudice to any other rights or remedies if:
  - i) I/We do not execute the contract agreement within 15 (fifteen) days of receipt of notice by the DFCC administration that such documents are ready:
  - ii) I /We do not submit a Performance Security in the form of Bank Guarantee equal to 5 (Five)% of contract value as per the Performa prescribed by DFCC, within 15 days of issue of Letter of Acceptance.  
And
  - iii) I/We do not commence the work within 07 days after receipt of letter to proceed.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to the modifications, as may be mutually agreed to, between us and indicated in the letter of acceptance or my/our offer for the work.

**Bidder's Address**

.....  
.....  
.....  
.....  
.....

Signature of BIDDER(S)

Signature of Witness



## SECTION 2

### INSTRUCTIONS TO BIDDER

**SECTION 2: INSTRUCTIONS TO BIDDER(S)**

**Tender No.** KKK/EN/Tender/SIA/DKAE-GMO/2015-16/05

**Name of Work:** Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

**Introduction:**

**Definitions**

- (a) "Client" means Dedicated Freight Corridor Corporation of India Limited.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the Government of India.
- (g) "Instructions to Consultants/Bidders" (Section 2 of the RFP) means the document which provides the interested Consultants/Bidders with all information needed to prepare their Proposals.
- (h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- (i) "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request For Proposal prepared by the Client for the selection of Consultants,
- (l) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (n) "Terms of Reference" (TOR) means the document included in the RFP as Section-4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

- 1.1 The Client named in the “Bid Data Sheet” will select a firm/company from those firms/companies who submitted proposals in accordance with the method of selection indicated in the Bid Data Sheet.
- 1.2 The consulting firms are hereby invited to submit proposal for consulting services required for the assignment in the attached Letter of Invitation (LOI). The Proposal could form the basis for future contract negotiations and ultimately a contract with the selected firm and DFCCIL.
- 1.3 The Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the project site before submitting the Proposal.
- 1.4 The Client will provide the inputs specified in the Datasheet and make available relevant project and data reports at no cost to Consultant.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals including negotiations if required. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.6 The Client requires that Consultants provide professional, objective and impartial advice and at all times hold the Client’s interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.7 A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- 1.8 It is the DFCC’s policy that the Consultants under contracts observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the DFCC:
  - (a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
    - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
    - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
- 1.9 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.10 The Bid Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiation within this period. Should the need arise; however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**1.11 Removal and / or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action,

Or

- (c) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

**2 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS**

- 2.1 Consultants/Bidders may request a clarification of any of the RFP documents. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Client's address. The Client will respond by mail, facsimile, or electronic mail to such requests and will send copies of the response to all the Consultants/Bidders.
- 2.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, facsimile or electronic mail to all the Consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

### **3 PREPARATION OF PROPOSAL**

- 3.1 A firm shall submit only one offer against the bid. In case, a firm submits more than one bid, such a firm will be disqualified.
- 3.2 The proposal should include the complete RFP document dully signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the firm.
- 3.3 Consultants/Bidders are expected to examine all terms and conditions included in the document. Failure to provide all requested information will be at own risk of the Consultant/Bidder and may result in rejection of the proposal submitted by the Consultant.

#### **3.4 Consultants must give particular attention to the following:**

- (i) The majority of the key professional staff proposed must be permanent staff of the firm. "Permanent Staff means the candidate had been employed with the Firm for a minimum period of 1 (One) year.
- (ii) No alternative to key professional staff shall be proposed and only one Curriculum Vitae (CV) shall be submitted for each position.
- (iii) A good working knowledge of the English & Hindi is essential for key professional staff in this agreement. Reports must be in English or as specified in the document.
- (iv) Joint ventures are allowed as detailed in the RFP document. However, lead partner of the JV must be the recipient of RFP.

#### **3.5 Consultants must give particular attention to the following:**

- (i) Earnest Money deposit: (EMD)  
Bids must be accompanied by a Earnest Money Deposit of Rs. 56,750 (Rupees Fifty Six thousand Seven hundred and Fifty only) by a crossed Demand Draft drawn on State Bank of India or any other nationalized bank or scheduled bank of India drawn in favour of DFCCIL, payable at Meerut. Bids received without Earnest Money shall be summarily rejected.
- (ii) The professional staffs proposed shall remain employed with the Firm for a minimum period of 4 (Four) Months.
- (iii) No alternative to professional staffs shall be proposed and only one Curriculum Vitae (CV) shall be submitted for each position. Normally professional staffs will not be changed unless;
- a) If the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- b) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds therefore, forthwith provides as a replacement a person with qualification and experience acceptable to the clients.

- (iv) A good working knowledge of the language specified in the Bid Data Sheet is essential for all professional in staffs proposed for the subject work. Reports must be written / prepared in English only.
- (v) Joint ventures are allowed as detailed in the Data Sheet. However, lead partner of the JV must be the recipient of Bid.

**3.6 The Consultant should provide the following information using but not limited to the formats attached in Section 5:**

- i) A description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar chart of activities. (Tech-2)  
The composition of the proposed staff team, the tasks which shall be assigned to each and their timing (Tech-3)
- iii) CVs originally signed in blue ink on each page by the proposed professional staff and the authorized representative submitting the proposal. The key information should include the information as requested in form Tech 4. Photocopy and unsigned CV shall not be considered. Following document shall also be attached along with respective CVs
  - (a) Self-Attested copies of the educational/ professional qualifications including certificate of 10th standard indicating date of birth.
  - (b) Self-attested copy of PAN Card
- iv) Estimates of the total staff effort (professional and support staff, staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Tech-2).
- v) Any additional information requested in the Data Sheet.

**3.7 The packet should essentially contain**

- a) Forwarding Letter given in the Bid document.
- b) Demand Draft towards EMD & Tender Fees.
- c) Power of Attorney of authorized person who signed the tender document.
- d) CVs originally signed in blue ink on each page by the proposed professional staff.
- e) JV document as proof of Joint ventures as detailed in the Bid Data Sheet.
- f) Technical Proposal (section -5).
- g) A certified copy of partnership deed or article of memorandum in case of Pvt. Ltd. Company.
- h) Commercial conditions, if any.
- i) Employer's requirements, if any (refer Section -6).
- j) Consultants shall express the price of their services in the Local currency (Indian Rupees) only.

**3.8** Consultant should quote his rates in the schedule enclosed with the RFP document as a flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule. This percentage shall be applicable on total amount. Total cost of offer is inclusive of all taxes and levies except service tax which will be reimbursed separately on production of proof of the payment thereof. It is

responsibility of consultant to ascertain whether service tax is payable and if payable then up to what extent. Consultant has to assess all other Taxes and should inbuilt them in their proposal. These taxes (other than service tax) would not be paid separately.

- 3.9 While quoting their rates based on flat single percentage above or below or at par of the total amount for the tender as given in the tender schedule, consultants are expected to take into account the requirements and conditions of the RFP documents.
- 3.10 Bidders shall express their offer in the Local currency (Indian Rupees) only.

#### **4 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

- 4.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the firm shall initial all pages of the Proposal. The representative's authorization in original/notarized is confirmed by a written Power of Attorney accompanying the Proposal.
- 4.3 Consultants shall submit one "Original" proposal only. The envelope must be clearly marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCC'S REPRESENTATIVES."
- 4.4 Completed proposal must be delivered at the clients address on or before the date and time stated in the Data Sheet. The Bidder must check if all required document are enclosed as required before submission. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

#### **5 PROPOSAL EVALUATION**

- 5.1 On the date specified in the tender notice, single packet containing Technical & Financial proposal of all Bidders will be opened in the presence of bidders/ their representative(s).  
Proposal shall be opened and evaluated based on the eligibility criteria and financial offer given in NIT document. The final selection of the Consultant will be based on lowest financial offer subject to fulfilling the minimum eligibility criteria and other terms and condition of NIT document.

#### **6 AWARD OF CONTRACT**

- 6.1 The DFCC will issue a letter of award to the successful Consultant.
- 6.2 Within 15 days from the date of issue of the letter of award, the successful Consultant will be required to (i) execute the Contract Agreement for Consultancy Services as per General Conditions of Contract for Consultancy Services (section 6) and as amended and supplemented by Special Conditions of Contract (section 6).
- 6.3 The successful firm / consultant with whom the contract is awarded shall commence the assignment within 7 days from the date of issue of acceptance letter.

#### **7 CONFIDENTIALITY**

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

## SECTION 3

### BID DATA SHEET



**DATA SHEET****Salient Features of BID Document**

<b>S.No.</b>	<b>Item</b>	<b>Details</b>
2.	Name of Work	Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.
3.	Duration of Contract	(04) FOUR MONTH
4.	Estimated cost of work	₹ 28,35,276/- (Rupees Twenty eight lacs thirty five thousand two hundred and seventy six only)
5.	Type of BID	Single packet open tender.
6.	Bid Deposit	Rs. 56,750/- (Rupees Fifty Six thousand Seven hundred and fifty only)
8	Performance Guarantee	5% of contract value (as per GCC/SSC)
9	Submission of Proposals	<p>(i) Proposals should be submitted in English language.</p> <p>(ii) All the personnel of the Consultant shall have working knowledge of English and all the reports etc shall be written prepared in English.</p> <p>Limitations to Joint Ventures or sub-consultant: Joint venture consisting of maximum of two firms is permitted. However, lead partner of the JV must be the recipient of BID. In case of JV the experience of both the firms shall be counted. In case of association/sub consultant, the experience of associated firm/sub-consultant shall not be counted, whereas the key personnel of the associated firm would be considered for evaluation. If CVs &amp; other details are furnished as per sections 5.</p> <p>DFCCIL shall reimburse only service tax that is payable under applicable law subject to submission of proof of payment. It is the responsibility of Consultant to ascertain whether service tax is payable and its extent. Consultant has to assess all other Taxes and should inbuilt them in their financial proposal. These taxes (other</p>

		<p>than service tax) should not be shown separately.</p> <p>The Consultants shall state Price in Indian Rupees (INR) only.</p> <p>Procedure for submission of bid</p> <p>This is an Open Tender. Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope super scribed as follows:</p> <p>Tender No.:-</p> <p>Name of work:-</p> <p>Date &amp; Time of opening of Tender:-</p> <p>Name &amp; Address of Consultants/Firm:-</p> <p>The proposal submission address is:</p> <p>Chief Project Manager</p> <p>Dedicated Freight Corridor Corporation of India Ltd.</p> <p>18/N (Ground Floor), Block A, New Alipore, Kolkata-700053, West Bengal</p> <p>Proposals must be submitted not later than the date and time mentioned in IFB.</p>
9	Payment Schedule	To be seen at clause 8.4 (b) GCC – Section 6 as amended by SCC – Section 6.
10	Currency for payments	Indian Rs. (INR) only.
11	Liquidated Damaged	0.5% per week of contract value subject to maximum 10%
12	Penalty for deficiency	Up to 5% of contract value (as per GCC/SSC)

## SECTION 4

### TERMS OF REFERENCE

## Section 4

### Terms of Reference

**Name of work:** Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

1. **Introduction:** Eastern Dedicated Freight Corridor (EDFC) extends from Ludhiana in Punjab to Dankuni near Kolkata, West Bengal. Dankuni – Gomoh section is being considered for funding on PPP. This section being highly congested, development of DFC will significantly improve efficiency of both freight and passenger traffic and associated industrial and economic benefits. SIA & RAP are required as per the provisions of RFCT LARR Act-2013 or NRRP 2007 as applicable.
2. **Preparatory Social Management Activities:** In fulfillment of the above, DFCCIL needs to realistically assess, plan and implement measures to mitigate adverse social impacts associated with the Eastern Corridor. In the preparatory stage, this will involve the following steps:

2.1 **Task-1 :**

**Social impact assessment (SIA) which includes but not limited to-**

- (i) Census survey of all affected families in all villages of District Hooghly, Burdwan, Dhanbad, & Giridhi of length about 282.22 Kms i.e. Dankuni to Gomoh recording their assets (land, structures, and facilities), incomes, and social category (Scheduled Castes/Scheduled Tribes);
  - (ii) Base line socio-economic survey of the affected families suffering major impacts and needing rehabilitation assistance in addition to compensation for their losses;
- 2.1.1 Social impact assessment is a critical step taken to incorporate social analyses and participatory processes into project design and implementation for optimizing development outcomes. SIA helps to enhance benefits to the poor and the vulnerable while minimizing and mitigating adverse impacts on the local communities. This involves analyzing social issues and impacts on the affected populations in order for designing social management plans to mitigate adverse impacts and improve people's lives through participatory implementation.
- 2.1.2 SIA will specifically involve: (i) reconfirming zone of impact through review of available data in land surveys, alignment maps/ satellite maps, (ii) identifying zones of major economic and social impacts; (iii) understanding socio-economic profile of people; (iv) analyzing differential impacts on different categories of people (land owners, residential households, small/landless/marginal farmers, labourers, businesses, SCs/STs, and women), and impacts on communities (common facilities such as roads, schools, community centres, cultural properties, etc.); (v) socio-political analysis of local power relations and institutions available for participation, grievance redress, and

conflict resolution; (vi) studying people's perceptions of project impacts and minimum acceptable mitigation measures that will enable them to cope with economic losses and displacement; (vii) assessment of construction phase impacts on communities; and (viii) suggesting broad strategies for adverse impact mitigation and social value addition in order to optimize development outcomes.

2.1.3 Census and Baseline Socio-Economic Surveys of the Affected Families: The objective of census survey is to broadly enumerate the entire project affected families (PAF) recording lands and assets possessed and likely to be lost as a result of LA; income streams affected their demographic characteristics and social categories they belong to. This will help to categorize families requiring compensation and those in need of additional rehabilitation assistance as per the NRRP, 2007 or RFCT LARR Act-2013 as applicable. Census survey will also include listing of community assets and common facilities affected by the project, which need to be replaced. These may include cultural properties, roads, community forests/plantations, schools, community centres, etc. The census survey will be supplemented by a baseline socio-economic survey (BSES) of the PAFs identified in the census survey that may suffer major impacts and are eligible for rehabilitation assistance as per the NRRP, 2007 or RFCT LARR Act-2013 as applicable. They may include groups such as small/marginal farmers, landless agricultural labourers, structure owners/occupiers, and others losing livelihoods. Census Survey and BSES will entail the following steps including those listed in the Chapter-II of NRRP (2007) or equivalent in RFCT LARR Act-2013 absentee land lord should be identified and recorded separately.

- (i) Census Survey will specifically provide data about affected land parcels and structures with names of owners/occupiers, land use, structure/land area and type; structure usage (residential/ commercial), occupations and affected income streams and demographic characteristics of the project affected families (PAF). The census survey is aimed at collecting identification data, likely losses and other information that is sufficient in order to distinguish between minor and major impacts and to categorize PAFs for administering R&R entitlements. The census survey will include photography and Video recording of the affected structures.
- (ii) Baseline Socio-Economic Survey is aimed at collecting baseline socio-economic data about PAFs identified in the census survey suffering major impacts and requiring rehabilitation assistance as per the NRRP, 2007 or RFCT LARR Act-2013 as applicable in order for monitoring R&R outcomes and impacts. The PAF categories to be covered by BSES will include families rendered marginal/landless farmers as a result of land acquisition; landless agricultural labourers; businesses; owner/ occupant of the affected residential/ commercial structures, squatters and others below poverty line whose livelihoods are adversely affected. The strategy for socio-economic survey will be drawn up based on the findings of the census survey and SIA.

#### 2.1.4 Indicative Data Requirements for Census and Baseline Socio-Economic Surveys

Baseline Socio-economic survey is meant to convert information gathered during initial consultative SIA exercises into measurable data, required for providing R&R assistance for different categories of PAPs, and for monitoring changes in people's conditions beyond the project period. The information gathered during the census and socio-economic surveys will form the basis for designing the Social Management Plan. The BSES should provide information including but not limited to the following.

- (a) Socio-Economic Profile: SC/ST/gender category of families; occupation and monthly income levels, structures and assets owned or occupied;
- (b) Residential families: nature and quantity of likely loss-homestead area, residential structure, agricultural land, cattle shed; types of RR assistance preferred
- (c) Commercial Units: nature of land and structure affected, title, business type, legal status of business, monthly incomes; number of employees;
- (d) List of landless wage labourers, workers, education and skills; age, incomes.
- (e) Common properties affected (village roads, grazing/community lands, cultural structures, etc)
- (f) List of vulnerable persons/families: (poor, SC/ST, women headed, aged/infirm, physically or mentally challenged) with socio-economic profile;
- (g) Other information: access to basic services; health status; participation in development schemes of the government; level of mainstream linkage;
- (h) Any other information considered important in the local context.
- (i) The outcome of the census and baseline survey should be in the form of a report and a computerized database, which should include but not be limited to:
  - (a) lists of affected PAPs according to their socio-economic and impact category (residential-legal and squatters; commercial-legal and squatter category; and encroachers-residential and commercial);
  - (b) Data on occupations, income streams, household demographic and income data;
  - (c) Data on access to basic services, ST/SCs/vulnerable families; common properties;
  - (d) R&R impact cadastral maps showing impacted lands and structures (type, quantity) across specific sections in line with the finalized alignment maps.

**Task 2:** (not required as RPF is already prepared and available on DFCCIL web site)

Resettlement Policy Framework (RPF) to establish R&R entitlements for the project affected families and guidelines to minimize/mitigate construction phase impacts;

2.1.5 DFCC will adopt the RAA, 2008 for carrying out land acquisition and will take R&R measures for mitigating adverse impacts in line with the NRRP, 2007 in those mouzas where award has been declared before 01.01.2015. DFCCIL has already developed a workable Resettlement Policy Framework (RPF) with appropriate entitlement matrix and implementation procedures based on the findings of SIA, Census and BSES for undertaking R&R measures for the entire stretch of the eastern DFC financially to be assisted by appropriate organisation. The RPF will be in line with the RAA, 2008 & NRRP, 2007 and will be in accordance with social safeguard policies/guidelines of the development partners.

2.1.6 For Cases where award is declared on or after 01.01.2015 R&R measure for mitigating adverse impact will be in line with RFCT LARR 2013. The R&R measure has already been framed as per RFCT LARR 2013 in the Second schedule of Entitlement Matrix 2015.

2.1.7 The RPF will include:

- (i) Steps and procedures for taking social safeguard measures from pre-feasibility stage through the preparation till the closure of post-implementation support period.
- (ii) R&R entitlement matrix appropriate for the current and future projects of DFCCIL;
- (iii) Institutional frameworks and mechanisms for construction phase impact management; consultations, monitoring, and grievance redress, disclosure and reporting;
- (iv) Measures to address impacts on tribal people, if affected;

2.2 **Task 3:**

Resettlement Action Plan (RAP) to mitigate adverse impacts and Tribal Action Plans (if tribal people are affected) to positively benefit ST populations, if affected.

2.2.1 The RAP will be prepared by consolidating Census and BSES findings, with the SMF providing the basis for R&R measures for different PAF categories. The RAP will be prepared as prescribed in the NRRP, 2007 or RFCT LARR Act-2013 where ever applicable and will be finalized after review and endorsement by the DFCCIL in accordance with the approved policies of DFCCIL for this section separately. The RAP will include:

- (i) Project impacts and affected populations;
- (ii) Legal framework for LA;
- (iii) Compensation package for permanent/temporary loss of land, assets, incomes;
- (iv) Description of R&R assistance; livelihood restoration measures,
- (v) Relocation and post-relocation support strategy,

- (vi) Implementation mechanisms;
  - (vii) Framework for participation, consultation, information disclosure; grievance redress;
  - (viii) Time schedule and budget,
  - (ix) Framework for monitoring, evaluation and reporting.
3. A stand-alone Tribal Action Plan will be prepared based on a review of SIA and Census findings in case the eastern corridor project impacts the tribal communities, in line with the approved policies of DFCCIL.
4. Updation/preparation of RAP by revising RAP report prepared/submitted by any other agency in accordance with broad policies of DFCCIL incorporating the additional village's survey data, compliance of the comments received from any organisation duly accepted by DFCCIL in discussions with DFCCIL officials and any other organisation as considered by DFCCIL, defending the SIA/RAP report with any organisation's team and other competent authorities, incorporation comments/suggestions of the field units & DFCCIL, HQ and finalisation of report for submission to required organisation.
5. Outputs: The following are the key outputs expected from the consultants
- (a) SIA Report based on Ground - truthing of Census Survey and Baseline Socio-Economic Survey of the affected families focussing on people's private/ public assets and livelihoods.
  - (b) The Resettlement Action Plan (RAP) shall be prepared in discussion with DFCCIL officials and any other organisation's safeguard team. First draft shall be submitted and after getting comments from DFCCIL/World Bank/any organisation, final RAP shall be prepared
  - (c) Tribal Action Plan, if applicable, will also be prepared.
  - (d) All the draft reports will be reviewed by DFCC and any organisation duly accepted by DFCCIL and wherever appropriate consultation workshops will be held.
  - (e) Reports submitted are to be approved by GM/SEMU at Head Quarter or any other authority nominated for the purpose.
  - (f) Consultant will have to submit five copies of each report after final approval.
6. Consultant Qualifications: The proposals are invited from the professional agencies having combined experience in Social Assessment, Resettlement and land acquisition, GIS and computerization. The consultant team should have specialists leading the team with appropriate local support staff for socio-economic survey and community consultations.
- (i) Team Leader
  - (ii) Resettlement expert with experience in large infrastructure projects.
  - (iii) Field Staff with required number of surveyors



**7.1 Desirable qualification of Key Professionals is tabulated at Annexure '3'.**

**8 Payment Schedule**

Payments shall be made according to the following schedule on submission and acceptance of reports:

<b>S. N.</b>	<b>Payment milestone</b>	<b>Payment</b>
1	Completion of Social Impact Assessment (SIA) Report of --- Villages and submission of Draft SIA report for sharing with any organisation duly accepted by DFCCIL	50%
2	Submission of Draft RAP report with incorporation WB comments for submission to the WB	30%
3	After acceptance of the report by DFCCIL/ any organisation duly accepted by DFCCIL	20%

- 9 Security deposit @ 10% of running bill shall be deducted till reaches 5% of the contract value.
- 9.1. The security deposit shall be returned to the contractor without any interest when the contractor ceases to be under any obligations under the contract i.e. after completion of defect liability period i.e after 60 days of the satisfactory completion of the work.
- 9.2 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.
- 10 Payment shall be released from this office.

**For CPM/KKK  
on behalf of DFCCIL**

## SECTION 5

### TECHNICAL PROPOSAL – STANDARD FORMS

[Comments in brackets [ ] provide guidance to the short listed Consultants for the preparation of their Technical Proposals; they should not appear on the technical Proposals to be submitted.]

- TECH - 1      Technical Proposal Submission Form
- TECH – 2      Descriptions of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH – 3      Team Composition and Task Assignments
- TECH – 4      Curriculum Vitae for Proposed Professional Staff

**FORM TECH -1 TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To [Name and address of client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and the statement made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in bid document.

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

We remain,

**Yours Sincerely,**

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory:

Name of Firm:

**Address:**

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

e-mail:

Tender No.: KKK/EN/Tender/SIA/DKAE-GMO/2015-16/05

**FORM TECH-2 DESCRIPTION OF APPROCACH, METHODOLOGY AND WORK PLAN FOR  
PERFORMING THE ASSIGNMETN**

[To be submitted by the bidders]

Tender No.: KKK/EN/Tender/SIA/DKAE-GMO/2015-16/05  
**FORM TECH – 3. TEAM COMPOSITION AND TASK ASSIGNMENTS**

**[To be submitted by the bidders]**

<b>Professional Staff</b>				
<b>Name of Staff</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position Assigned</b>	<b>Task Assigned</b>

**FORM TECH -4 CURRICULAM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

**[To be submitted by the bidders]**

1. PROPOSED POSITION [Only one candidate shall be nominated for each position]
  
2. NAME OF FIRM [Insert name of firm proposing the staff]
  
3. NAME OF STAFF [Insert full name]
  
4. DATE OF BIRTH
  
5. NATIONALITY :
  
6. EDUCATION [Indicate College/ university and other specialized education of staff member, giving names of institutions, degree obtained and dates of obtainment]
  
7. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS
  
8. Other Training:[Indicate significant training since degrees under 5 – Education were obtained]
  
9. Countries of Work Experience: [List countries where staff as worked in the last ten years]
  
10. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading and writing]
  
11. EMPLOYMENT RECORD [ Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held.]

From [Year] \_\_\_\_\_ To [Year] \_\_\_\_\_  
Employer: \_\_\_\_\_  
Position held: \_\_\_\_\_

12. Detailed Task Assigned: [List all tasks to be performed under this assignment]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]

Name of assignment or Project: \_\_\_\_\_

Year: \_\_\_\_\_

Location: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions Held: \_\_\_\_\_

Activities performed: \_\_\_\_\_

**14. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

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

[Signature of Professional/staff member or authorized representative of the staff]  
Day/Month/Year

Full name of authorized representative of Consultant:



## **SECTION 6**

# **FORM OF CONTRACT AGREEMENT & GENERAL AND SPECIAL CONDITIONS OF CONTRACT**

**FORM OF CONTRACT AGREEMENT**

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

This CONTRACT (hereinafter called the "contract") is made on-----day of the -----  
-----month of -----year, between Dedicated Freight Corridor  
Corporation of India Limited(A PSU under Ministry of Railway) , acting through Chief Project  
Manager, DFCCIL, 18/N (Ground Floor), Block A, New Alipore, Kolkata-700053, West Bengal.  
(hereinafter referred to as "DFCCIL" which expression shall where the context admits,  
includes its successors and assigns) of the **ONE PART.**

AND

Name/address of the consultant (herein after called the contractor) of the **OTHER PART.**

WHEREAS:-

1. The Employer is desirous that certain works should be executed by the Contractor viz.  
Contract No. \_\_\_\_\_ (hereinafter called "the  
works", and has accepted a Bid by the Consultant for the execution and completion of  
such works and the remedying of any defects therein).

The addresses of each of the Parties are included in the Special Conditions of Contract to  
this Contract

WHEREAS

- A. The Client vide their Letter of Invitation invited proposals to undertake the work of  
Consultancy Services for the "Work of undertaking detailed Social Impact Assessment  
(SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of  
Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.". The  
Consultants submitted their proposals for aforesaid work, whereby the Consultants  
represented to the Client that they had the required professional skills and Professionals  
and technical and financial resources and in the said proposals the Consultants also have  
agreed to provide the Services to the Client on the terms and conditions set forth in this  
Contract; and
- B. The Client in acceptance of aforesaid proposals of Consultants awarded the work of the  
Consultancy Services to the Consultant.

NOW THIS AGREEMENT WITNESSTH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are  
respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of  
this Agreement:
  - a) Letter of Acceptance of Tender
  - b) Notice Inviting Tender
  - c) Instructions to the Tenderers
  - d) Conditions of the Contract
  - e) Bill of Quantities and Rates Sheet
3. In consideration of the payments to be made by the DFCCIL to the contractor as  
hereinafter mentioned, the contractor hereby convents with the DFCCIL to execute and

complete the works and remedy any defects herein in conformity in all respects with the provisions of the Contract.

4. The DFCCIL hereby covenant to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address of the  
signatory)

(Name, Designation and address of the  
authorised signatory)

Signed for and on behalf of the

Signed for and on behalf of the DFCCIL

Contractor in the presence of:

in the presence of :

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

**GENERAL CONDITIONS OF CONTRACT**

**1. GENERAL PROVISIONS:**

**1.1 Definitions**

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

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

these entities. "Member in charge" or "Lead Member" means the entity specified in Special Conditions of Contract (SCC) to act on their behalf in exercising all the Consultants rights and obligations towards the Employer under this Contract.

- o. "Party" means the Employer or the Consultant as the case may be and "Parties" means all of these entities.
- p. "Period of Consultancy Services" shall mean the time between the Date of Commencement and end of Period of Completion as given in SCC.
- q. "Personnel" means the persons hired by the Consultants or by the Sub-Consultants as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such personnel who at time of being hired had their domicile outside the Republic of India; "Local Personnel" means the personnel who at time of being hired had their domicile of the Republic of India.
- r. "Project" means the project named in SCC.
- s. "SCC" means the Special Conditions of Contract by which these General Conditions of Contract (GCC) may be amended or supplemented.
- t. "Services" means the work to be performed by the Consultants pursuant to this Contract as listed and described in Appendix A hereto.
- u. "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clause GCC 5.9
- v. i. "Day" means a calendar day.  
ii. "Month" means a calendar month  
iii "Year" means 365 days
- w. "Terms and expressions not herein defined" shall have the meanings assigned to them in the "Indian General Clauses Act, 1897", or the "Indian Contract Act" or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be
- x. Third Party" means any person or entity other than the Government, the Client, The Consultant or Sub-Consultant.

## 1.2 Interpretation

In the Contract except where the context requires otherwise :

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

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

## 1.3 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The

Consultants, subject to this Contract, have complete charge of Personnel and Sub-Consultant, if any, performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

#### **1.4 Governing Law and Priority of Documents**

##### **1.4.1 Law Governing Contract**

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

##### **1.4.2 Jurisdiction of Courts**

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

##### **1.4.3 Priorities of documents**

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

- a) The Contract agreement (if completed)
- b) The Letter of Award
- c) The Letter of Invitation (LOI)
- d) Terms of Reference (TOR)
- e) Special Conditions of Contract (SCC)
- f) General Conditions of Contract (GCC)
- g) The Schedules and any other document forming part of Contract.

##### **1.4.4 Joint and Several Liabilities**

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

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

#### **1.5 Communication and Language of Contract**

##### **1.5.1 Communication to be in writing**

Communications between Parties will be effective only when in writing. Verbal communication, if any, must be confirmed in writing immediately later on. Any notice, request or consent shall be deemed have been given or made when delivered in person to an authorized representative of the Party to whom the communication is

addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in SCC. Notices shall be deemed to be effective as follows:

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

#### **1.5.2 Language of Contract**

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

#### **1.6 Location**

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

#### **1.7 Authority of Member in Charge (Lead Member)**

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

#### **1.8 Authorized Representatives**

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

#### **1.9 Taxes and Duties**

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

### **3 Commencement, Completion and Modification of Contract**

#### **2.1 Effectiveness of Contract**

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

#### **2.2 Termination of Contract for Failure to become Effective**

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

**2.3 a. Commencement of Services**

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

**b. Completion of Services**

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

**2.4 Expiration of Contract**

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

**2.5 Entire Agreement**

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

**2.6 Modifications**

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

**2.7 Liquidated Damages / Penalties for Delays and Deficiencies of Service**

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

**2.8 Force Majeure**

**2.8.1 Definition**

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party , and which makes a party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances and includes war, riots, civil disorder, earthquakes, fire, explosions, storm, floods, revolution, large scale epidemics, nuclear accidents, other catastrophic unforeseeable circumstances, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent) , orders of requisitions issued by Government department (herein referred to as "event").
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been



expected to both (A) take into account at the time of conclusion of this Contract and (B) avoid or overcome in carrying out its obligations hereunder.

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

#### **2.8.2 Non breach of Contract**

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

#### **2.8.3 Measures to be taken**

- a. A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in no case later than twenty one (21) days of occurrence thereof.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or Ninety days (90) days whichever is more, either party may at its option terminate the Contract.
- d. In case of doubt or dispute whether a particular occurrence should be considered an "event" as defined under this clause ,or for the duration of existence of the "event", the decision of Employer shall be final and binding.

#### **2.8.4 Extension of time**

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

#### **2.8.5 Payments**

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

#### **3.0 Suspension**

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

#### **4.0 Termination**

##### **4.1 A. By the Client**

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

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

For the purpose of this clause:

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

B. By the Consultant

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

- (i) if Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof within sixty (60) days after receiving written notice from Consultants that such a payment is overdue,
- (ii) if the Client is in material breach of its obligations pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof and has not remedied the same within sixty (60) days (or such longer period as the

Consultants may have subsequently approved in writing) following the receipt by Client of the Consultants' notice specifying such breach,

(iii) if as a result of Force Majeure, the Consultants are unable to perform a material portion of Services for a period not less ninety (90) days;

or

if the Client fails to comply with any final decision reached as a result of Arbitration pursuant to Clause GCC 10 hereof.

#### **4.2 Cessation of Rights and obligations of the Parties**

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

- a. Such rights and obligations as may have accrued on the date of termination or expiration;
- b. The obligation of confidentiality set forth herein under in clause GCC 5.3 hereof ;
- c. The Consultant's obligation to permit inspection , copying and auditing of their accounts and records set forth in Clause GCC 5.8 hereof; and
- d. Any right which a Party may have under the Applicable Law

#### **4.3 Cessation of Services**

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

#### **4.4 Payment upon Termination**

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

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

#### **5.0 Obligations of the Consultants**

##### **5.1 General**

##### **5.1.1 Scope of services**

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

**5.1.2 Standards of Performance**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, skill and economy, in accordance with generally accepted professional techniques and practices and shall observe sound management practices, and employ appropriate advances in technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services , as faithful advisers to the Client , and shall at all times support and safeguard the Clients legitimate interests in any dealings with Sub-Consultants and Third Parties.

**5.1.3 Law Governing Services**

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

**5.1.4 Co-ordination**

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

**5.2 Conflict of Interests**

**5.2.1 Consultants not to benefit from Commissions, discounts etc.**

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

**5.2.2 Consultants and Affiliates not to engage in Certain Activities**

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

**5.2.3 Prohibition of Conflicting Activities**

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

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

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

**5.3 Confidentiality**

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

**5.4 Documents to be property of Client and Intellectual Property Rights**

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

**5.5 Liability of Consultants**

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

**5.6 Publications**

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

**5.7 Indemnity and Insurance**

1. The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified in the hereunder, and (b) at the Client's request, shall provide evidence to the Client, showing that such insurance has been taken out and maintained and that the current premiums have been paid.
2. (a) The Consultant shall indemnify, protect and defend at Consultant's own expense the Client, its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GCC 5.1.2 hereof, provided, however;

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

**5.8 Accounting, Inspecting and Auditing**

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

**5.9 Consultant's Actions requiring Prior Approval of Client**

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

(a) Appointing such members of the Personnel as are listed in Appendix C

("Consultants' Sub-consultants' Key Personnel")

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

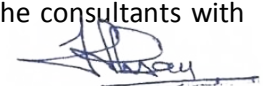
(c) taking any action under an EPC/Design and Build Contract(or any other contract for the construction of the Project) designating the Consultants as "Engineer" for which action , pursuant to such Contract , the written approval of Client as "Employer" is required.

**5.10 Reporting Obligations of Consultants**

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

**5.11 Client's equipment and materials**

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



## **5.12 PERFORMANCE GUARANTEE (P.G.)**

- 5.12.1 On acceptance of tender the successful tenderer shall have to submit performance guarantee amounting to 5% of the contract value in any one of the form of irrevocable Bank Guarantee or FDR from Nationalized or Scheduled Commercial bank in favour of DFCCIL, Kolkata. The performance guarantee shall be submitted within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15 percent per annum shall be charged for the delay beyond 30(thirty) days, i.e. from 31st days after the date of issue of LOA.
- 5.12.2 This guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall give the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 5.12.3 The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The retention money, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate'.
- 5.12.4 Wherever the contract is rescinded, the retention money shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participant in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.
- 5.12.5 The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
- (I) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of the notice to this effect by Engineer.
  - (iii) The contract being determined or rescinded under provision of the GCC the performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

## **6.0 Consultant's Personnel and Sub-Consultants**

### **6.1 General**

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

## 6.2 Description of Personnel

- (a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GCC 5.1.2 hereof, adjustments with respect to the estimated periods "of engagement of Key Personnel" set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 8.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GCC 8.1 (b) of this Contract.

## 6.3 Client's Approval of Personnel

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

## 6.4 Working Hours, Overtime, Leave, etc.

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



## 6.5 Change of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants (e.g. death, physical disability or other exceptional circumstances), it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid to any of the Key Personnel/Professionals provided as a replacement shall not exceed 85% of the remuneration which would have been payable to the Key Personnel/Professionals replaced except in case of death.(iii) for total replacement up to 25% of Sub-Professional staff, remuneration shall be reduced by 5% (iv) for total replacement up to between 25% to 50%, of Sub-Professional staff remuneration shall be reduced by 15% and (v) for total replacement beyond 50% of the total of key personnel/Professionals and Sub-Professional staff, the client may initiate action for termination and/or debarment of such consultants for future projects of the Client.

## 6.6 Resident Project Manager

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

## 7.0 Client's Obligations

### 7.1 Assistance and Exemptions

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

- (a) provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services;
- (b) assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Government's country;

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

**7.2 Access to Land**

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

**7.3 Changes in the Applicable Law**

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

**7.4 Services, Facilities and Property of the Client**

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

- (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services,
- (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and

- (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 8.1(c) hereinafter.

#### **7.5 Payment**

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

#### **7.6 Counterpart Personnel**

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

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

#### **7.7 Decisions of Client**

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

#### **8.0 Payments to the Consultants**

##### **8.1 Cost Estimates and Ceiling Amount**

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

(b) Except as may be otherwise agreed under Clause GCC 2.6 and subject to Clause GCC 8.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GCC 8.1(b) hereof, if pursuant to clauses GCC 7.3,7.4 or 7.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GCC 8.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GCC 8.1 (b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

##### **8.2 Remuneration and Reimbursable Expenditures**

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

**8.3 Currency of Payment**

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

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

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

- (a) The Client shall cause to be paid to the Consultants an interest bearing advance payment as specified in the SCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC, such Bank Guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SCC, and (ii) to be in the form set forth in Appendix I hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GCC 8.3 and 8.4 for such month. Separate monthly statements shall be submitted in respect of Amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- (c) The Client shall cause the payment of the Consultants periodically as given in schedule of payment above within sixty (60) days after the receipt by the Client of bills with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. In case the validity of contract is extended for reasons

not attributable to Consultant, the payments in such extended period shall be made based on the accepted man-month rates and actual deployment of Personnel.

(d) The final payment (excluding the Performance Guarantee) under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty, (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

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

**9.0 Fairness and Good Faith**

**9.1 Good Faith**

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

**9.2 Operation of the Contract**

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

**10.0 Settlement of Disputes**

**10.1 Amicable Settlement**

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

**10.2 Dispute Settlement**

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

#### **10.2.1 Demand of Arbitration**

The demand for arbitration shall specify the matters, which are in question, or subject of the dispute/s or differences/s as also amount of claim item wise. Only such dispute/s or difference/s in respect of which demand has been made by the party/parties shall be referred to Arbitration. And other matters shall not be included in reference.

#### **10.2.2 Nomination of Arbitrators/Sole Arbitrator**

Matters to be arbitrated upon shall be referred to a sole Arbitrator if the total value of the claim is up to Rs 5 million and to a panel of three Arbitrators if total value of claims is more than Rs 5 million. The Employer shall provide a panel of three arbitrators which may also include DFCCIL officers for claims up to Rs 5 million and a panel of five Arbitrators which may also include DFCCIL officers for claims of more than Rs 5 million. The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrator nominated in the panel along with their professional experience, phone nos. and addresses to the contractor. The Contractor shall have to choose the sole Arbitrator from the panel of three and/or one Arbitrator from the panel of five in case three Arbitrators are to be appointed. The Employer shall also choose one Arbitrator from this panel of five and the two so chosen will choose the third arbitrator (the Presiding Arbitrator) from the panel only. The Arbitrator(s) shall be appointed within a period of 30 days from the date of receipt of written notice/demand of appointment of Arbitrator from either party. Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence nor did arguments put before the Engineer for the purpose of obtaining his decision.

No decision given by the Client in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. The arbitration proceedings shall be held in Delhi only. The language of proceedings of documents and communication shall be English.

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

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

#### **10.2.3 No Suspension of Work.**

The reference to arbitration shall proceed notwithstanding that works shall not then be or be alleged to be complete, provided always that the obligations of the Client, and the Consultants shall not be altered by reasons of arbitration being conducted

during the progress of Works. Neither party shall be entitled to suspend the work to which the dispute relates on account of arbitration and payments to the Consultants shall continue to be made in terms of the Contract.

**10.2.4 Award to be binding on All Parties.**

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

**10.2.5 Rules Governing the Arbitration Proceedings.**

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

**10.2.6 Substitute Arbitrators:**

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

**10.2.7 Interest on Awarded Amount**

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

**10.2.8 Fee to Arbitrators**

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

**For CPM/KKK  
on behalf of DFCCIL**

**Appendix A:**  
**Description of the Services**

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

**As per TOR**



**Appendix B:**

**Reporting Requirements**

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

**As per TOR**

**Appendix C:**

**Key Personnel and Sub-consultants**

**As per Data Sheet (Section-3)**

**Appendix D:**

**Medical Certificate**

**NOT APPLICABLE**

**Appendix E:**

**Hours of Work for Key Personnel**

**NOT APPLICABLE**

**Appendix F:**

**Duties of the Client**

*[ 1 Services, facilities and property to be made available to the Consultants by the Client.*

*2 Guidance/assistance without any financial implication shall be provided by the field offices of client.]*

**Appendix 'G'**

**(NOT APPLICABLE)**

**Appendix H:**

**Cost Estimates in Indian currency**

**(Not applicable)**

**SPECIAL CONDITIONS OF CONTRACT**

GCC Clause No.	AMENDED/SUPPLEMENTED AS
1.5.1	<p>The addresses are:</p> <p>1. For Client:</p> <p>Dedicated Freight Corridor Corporation India Ltd. 5<sup>TH</sup> Floor, Pragati Maidan Metro station Building Complex New Delhi – 110001, INDIA</p> <p>Attn.: <b>Chief Project Manager/Kolkata</b>, Telfax : 91-33-23973938</p> <p>2. For Consultant :</p> <p>Attn.:</p> <p>Tel:</p> <p>Facsimile</p> <p>(fill in the blanks)</p>
1.7	<p>The Member in Charge is:</p> <p>{                                  }</p> <p>(To be filled by Bidder)</p>
2.2	<p>The Time period shall be 4 (four) weeks or such time period as the party may agree in time.</p>
2.3 (a)	<p>The time period shall be 07 (seven) days from the date of Issue of LOA.</p>
2.3 (b)	<p>The Time period shall be 04 months.</p>
2.6	<p>The Client may notify the Consultant to alter, amend, omit, add to, or otherwise vary the Services on same rates, terms and conditions and the Consultants shall be bound by such variations.</p>



<b>2.7.</b>	<p>Sample deficiencies and delays in Services may include but not limited to:</p> <ol style="list-style-type: none"> <li>1. Not acting impartially or acting in collusion with Contractor(s) in recommending progress/completion of works.</li> <li>2. Not keeping proper records regarding quality control, inspections, and rejection/rectifications of work.</li> <li>3. Failure to give proper and timely advice to Client/Contractor to enable correction during execution.</li> <li>4. Delays in checking and approval of reports.</li> <li>5. Recommending extension to Design &amp; Build Contract with a view to extending duration of Safeguards Monitoring Services.</li> <li>6. Refusing to give reasons for recommendations when called for by the Client.</li> <li>7. Not being fully conversant with Rules and Regulations, Manuals, Specifications, Standards, etc.</li> <li>8. Certifying Sub-standard work.</li> <li>9. Not exercising required scrutiny.</li> <li>10. Permitting subletting of any part of work without authorization from Client.</li> </ol>
<b>5.4</b>	<p>The Consultants shall not use these document for purposes unrelated to this Contract without prior written approval of the Client.</p>
<b>5.5</b>	<p>Limitation of the Consultants' liability towards the Client:</p> <ol style="list-style-type: none"> <li>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Service, the Consultants, with respect to damage caused by the Consultants to Client's property, shall not be liable to the Client: <ol style="list-style-type: none"> <li>(i) For any indirect or consequential loss or damage; and</li> <li>(ii) For any direct loss or damage that exceeds (A) the total under this contract including reimbursable etc. or (B) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability , whichever is higher.</li> </ol> </li> <li>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services.</li> </ol>
<b>5.7</b>	<p>The risks and coverage shall be as follows:</p> <ol style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1998 in respect of motor vehicles operated in India by the Consultants or any sub-consultants or their Personnel.</li> <li>(b) Third Party liability insurance with a minimum coverage equal to 50% of the contract value for the period of Consultancy.</li> <li>(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of Sub-Consultants in accordance with relevant provisions of Applicable Law , as well as, with respect to such</li> </ol>

	<p>Personnel , any such life , health, personal accident, travel , household or other insurance as may be appropriate; and</p> <p>(d) Professional Liability insurance with a minimum coverage equal to total contract value for this Contract; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) any documents prepared by the Consultants in performance of the Services.</p>
<b>5.12.1</b>	<p>1. Within 15 days receipt of the letter of acceptance, the successful consultant shall furnish Bank Guarantee from nationalized / scheduled commercial bank of India for an amount equal to 5% of the contract value. The format of PBG has been given at Annexure-4 of this section.</p> <p>2. The Performance Guarantee shall be valid for an entire consultancy period plus two months.</p> <p>3. The Performance Bank Guarantee shall be released after satisfactory completion of the assignment.</p>
<b>8.1(a)</b>	The cost of Services under this Contract shall be paid in Indian Rupees (INR) only.
<b>8.1(b)</b>	All payments under this Contract shall be made in Indian Rupees (INR) only.
<b>8.1(c)</b>	Payment shall be made as per schedule given in section -3.
<b>8.2</b>	Deleted
<b>8.4 (a)</b>	Deleted
<b>8.4 (b)</b>	Payment shall be made as per schedule given in section -3.
<b>8.4(c)</b>	No interest shall be paid for any difference of payment added in subsequent Payment.
<b>8.4(e)</b>	<p>Payment to the account of Consultants shall be made to:</p> <p>Account Number: {to be specified by Consultants}</p> <p>Account Name: { to be specified by Consultants}</p> <p>Bank Details: {Name, Address, Telephone/Facsimile, Sort code/Swift code/IFSC and MICR code etc. to be specified by Consultants}</p>

**For CPM/KKK  
on behalf of DFCCIL**

## SECTION 7

### FINANCIAL PROPOSAL (PRICE BID) – STANDARD FORMS

[Comment n in brackets [ ] provide guidance to Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in section 2.

FIN – 1            Financial Proposal Submission Form

FIN – 2            Bidder shall quote the price for the complete work for 03 months as per schedule of rates

FIN – 3            Breakdowns of Expenses

**FORM FIN -1**

**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To [Name and address of client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amounts in words and figures<sup>1</sup>] which is price for lump sum work for 03 months period on the Schedule of Rates (SOR) (FIN-2).

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 i.e. before the date indicated in IFB.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any fraudulent action to influence the decision for award of work. We further undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely (Prevention of Corruption Act, 1988”).

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

We remain,

Yours Sincerely,

Authorized Signature [In full and initials] : \_\_\_\_\_

Name and Title of Signatory:

Name of Firm:

Address:

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

e-mail:

**FORM FIN-2****SCHEDULE OF RATE**

**Name of work:** Work of undertaking detailed Social Impact Assessment (SIA) in approximately 202 villages (about 282.22 Km) of Dankuni - Gomoh Section of Eastern Dedicated Freight Corridor under the jurisdiction of CPM/Kolkata.

S.No.	Length (in Km)	Rate (per km)	Cost(Rs.)
1	282.22	10,046.3	28,35,275.00

Estimated cost of work	<b>Rs. 28,35,275</b> (Rs. Twenty Eight lacs Thirty five thousand two hundred and seventy five only)
------------------------	--

% age Above/Below/At par (to be quoted by the Bidder/Bidder in Figures and Words)

In figures-----Above/At par/ or below

In words-----Above/At par/ or below

**NOTE -**

- i) The Bidder/Bidder is required to quote the overall single percentage rate above/at par/or below.
- ii) The above rates are inclusive of all taxes and levies except service tax which will be reimbursed on submission of proof of payment thereof.
- iii) The Bidder/Bidder is required to quote the rate in both words and figures. In case of discrepancy, rate quoted in words shall prevail. For any correction either in figure or words shall be re-written afresh, deleting incorrect figure or words by single line, duly authenticated/signed.

**Signature of the bidder**

**FORM FIN-3**

**BREAKDOWN OF COSTS BY ACTIVITY**

<b>Price Component</b>	<b>Price in INR</b>
Remuneration	
Other Expenses	
<b>Total</b>	

**NOTE -**

1. The above rates are inclusive of all taxes and levies except service tax which will be reimbursed on submission of proof of payment thereof.
2. Price shall be quoted both in figure and words. For any discrepancy noticed, amount written in word shall be considered firm and final. For any correction either in figure or words shall be re-written afresh, deleting incorrect figure or words by single line, duly authenticated/signed.
3. Total quoted above shall be the same as indicated in Form- 2.

(Seal & Signature of Bidder)

**BIDDER'S GENERAL INFORMATION**

1-1 Bidder's Name: \_\_\_\_\_

1-2 Number of Years in Operation: \_\_\_\_\_

1-3 Registered Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1-4 Operation Address if different from above:

\_\_\_\_\_  
\_\_\_\_\_

1-5 Telephone Number \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1-6 E-mail address & Web Site \_\_\_\_\_

1-7 Tele fax Number \_\_\_\_\_

(Country Code) (Area Code) (Telephone Number)

1-8 ISO Certification, if any {If yes, please furnish details}

1-9 PF / EPF Registration No.:

1-10 Service Tax No.:

1-11 Pan No.:

1-12 Bank A/C No with Bank IFSC code for electronic clearance of the payment.

**(Seal & Signature of Bidder)**



**CURRICULAM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

1. PROPOSED POSITION [Only one candidate shall be nominated for each position]
2. NAME OF FIRM [Insert name of firm proposing the staff]
3. NAME OF STAFF [Insert full name]
4. DATE OF BIRTH
5. NATIONALITY :
6. EDUCATION [Indicate College/ university and other specialized education of staff member, giving names of institutions, degree obtained and dates of obtainment]
7. MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS
8. Other Training:[Indicate significant training since degrees under 5 – Education were obtained]
9. Countries of Work Experience: [List countries where staff as worked in the last ten years]
10. Languages: [For each language indicate proficiency: good, fair, or poor in speaking, reading and writing]
11. EMPLOYMENT RECORD [ Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment ( see format here below): dates of employment, name of employing organization, position held.]

From [Year] \_\_\_\_\_ to [Year] \_\_\_\_\_  
Employer: \_\_\_\_\_  
Position held: \_\_\_\_\_

12. Detailed Task Assigned: [List all tasks to be performed under this assignment]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]

Name of assignment or Project: \_\_\_\_\_  
Year: \_\_\_\_\_  
Location: \_\_\_\_\_  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions Held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

**(Seal & Signature of Bidder)**

**Minimum qualification of Key Professionals**

<b>Expert</b>	<b>Minimum Qualification</b>	<b>Desirable Qualification</b>	<b>Experience</b>
Team Leader	PG in Social Sciences/ Development Studies/Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Social Sciences/Development Studies/ Environment Management, any other related field	Minimum 10 years of relevant experience in Social Development along with experience in preparing and implementing Resettlement Action Plans. Desirable: He should have experience of Resettlement Action Plan for over 5 years for at least 3 linear/large infrastructure projects. Experience in Railway Project will be an added advantage.
Resettlement Expert	PG in Social Sciences/ Development Studies/ Social Work/ Rural Management, or any equivalent degree	Any other higher degrees in Social Sciences/ Development Studies, Resettlement and Rehabilitation/ or any other related field	Minimum 5 years of relevant experience in planning and implementing LA and R&R (at least 3 linear projects).
Social Scientists	PG in Sociology/Anthropology/Political Science/Development/Studies or any equivalent degree.	M.Phil/Phd. in Sociology/Anthropology / Political Science/ Development Studies.	5 years of relevant experience in Social Research with expertise in the use of participatory research tools and quantitative data analysis.
IT Expert	Bachelor degree engineering/ ICT with training in database management systems.	Master degree in ICT.	At least 5 years of relevant experience in developing and managing database systems especially ones dealing with resettlement/ other beneficiary schemes.

**FORM OF IRREVOCABLE GUARANTEE BOND FOR PERFORMANCE GUARANTEE (PG)**

(GCC Clause 5.12) {On non-judicial stamp paper of appropriate value in accordance with Stamp Act.}

Bank Guarantee No:-.....

Dated:-...../...../.....

To,  
Chief Project Manager;  
DFCCIL;  
18/N(Ground Floor),  
Block 'A', New Alipore,  
Kolkata – 700053.

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

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

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

Whereas the contractor is bound by the said Contract to submit the Employer an irrevocable performance security guarantee bond for the total amount of Rs. ....(Rs. in words).Now, we the unsigned (Name of the Bank official), of the bank being fully authorized to sign and to incur obligation for and on behalf of the Bank hereby declare that the Bank will guarantee the Employer the full amount of Rs. .... (Rs. in words) as stated above.

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

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

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

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

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

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

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

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

The expressions "the Employer", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

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

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

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. .... (in words)

(Continued from page 2, BG No. .... Dated .....) )

- ii) This Bank Guarantee shall be valid up to ....., unless extended on demand by Employer.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Employer serve a written claim or demand on or before .....

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

Bank Seal

Signature of Bank Authorize Official with seal

Name.....

Designation:

Address:

Witness:

1. Name.....

Designation:

Address:

2. Name: .....

Designation:

Address:

**SAFETY PAGE**