



Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)
Government of India, Ministry of Railways

Tender No. MGS/08/2018-19/ROB-PMC/SEB-MGS/209

For

Project Management Consultancy (PMC) Services for Construction of Road Over Bridges
over DFCCIL and IR tracks in Mughalsarai- Sonenagar section of East Central Railway

E-TENDER DOCUMENT
(TECHNICAL BID: PACKET-A)
May-2018

Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRY OF RAILWAYS

CPM OFFICE
Chief Project Manager/MGS, DFCCIL
2nd Floor, Swarna Complex, Susuwahi,
(Near Union Bank of India)
Post-Susuwahi, Thana-Lanka,
Varanasi -221011 (U.P.)

CORPORATE OFFICE
DFCCIL, 5TH Floor, Pragati Maidan Metro Station Building,
New Delhi-110001

W.K. Yadav

Office of the
Chief Project Manager

DFCCIL

2nd Floor, Swarna Complex, Susuwahi,
(Near Union Bank of India)
Post- Susuwahi, Thana-Lanka,
Varanasi -221011 (U.P.)

Tender Document

For

**Project Management Consultancy (PMC)
Services**

Tender for:

‘Project Management Consultancy Services for Construction of Road Over Bridges (ROBs) over DFCCIL and IR tracks in Mughalsarai- Sonenagar section of East Central Railway’.

Signature of Tenderer(s)

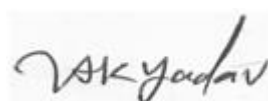


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DISCLAIMER

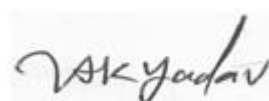
The information contained in this tender document (the “**Tender Document**”) or subsequently provided to tenderer(s), whether verbally or in documentary or any other form by or on behalf of the DFCCIL or any of their employees or advisors, is provided to tenderer(s) on the terms and conditions set out in this Tender Document and such other terms and conditions subject to which such information is provided.

This Tender Document is not a Contract but an offer/ invitation by the DFCCIL to the prospective tenderers or any other person for entering into a contract. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this Tender Document. This Tender Document includes statements, which reflect various assumptions and assessments arrived at by the DFCCIL in relation to the Project(s). Such assumptions, assessments and statements do not purport to contain all the information that each tenderer may require. This Tender Document may not be appropriate for all persons, and it is not possible for the DFCCIL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each tenderer should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.

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

The DFCCIL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any tenderer under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness,

Signature of Tenderer(s)



completeness or reliability of the Tender Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way in the tendering process.

The DFCCIL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any tenderer upon the statements contained in this Tender Document.

The DFCCIL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

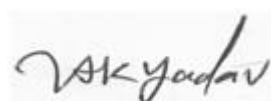
The issue of this Tender Document does not imply that the DFCCIL is bound to select a tenderer or to appoint the selected tenderer, as the case may be, for the Project and the DFCCIL reserves the right to reject all or any of the offers without assigning any reason whatsoever.

Each tenderer shall bear all its costs associated with or relating to the preparation and submission of its offer including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DFCCIL or any other costs incurred in connection with or relating to its offer. All such costs and expenses will remain with the tenderer and the DFCCIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a tenderer in preparation or submission of its offer, regardless of the conduct or outcome of the tendering process.

GLOSSARY

Contract	As defined in Form of Contract
Tenderer	As defined in Clause 2.1.1
Authorised Signatory	As defined in Clause 2.11.3 (iii)
CPM	Chief Project Manager of DFCCIL
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.2.8
Consortium or JV	As defined in Clause 2.1.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.12.6
Consultant	As defined in Clause 1.2
Contractor (s)	As specified in Clause 1.1.2
CV	Curriculum Vitae
DFCCIL	Dedicated Freight Corridor Corporation of India Ltd
Documents	As defined in Clause 2.10
Defect Liability Period	As defined in Clause 8 of the SCC
DyCPM	Deputy Chief Project Manager of DFCCIL
EMD	Earnest Money Deposit
Effective Date	As defined in Clause 2.1 of S.C.C
Eligible Assignments	As defined in Clause 3.1.3
Form of Contract	Form of Contract as in Schedule II
Financial Offer	As defined in Clause 2.13.1
GCC	General Condition of Contract as in Schedule I
GCC for Works Contract	As defined in Schedule I
INR, Re, Rs.	Indian Rupee
IR	Indian Railways
ITT	Instruction to Tenderers
Inception Report	As defined in Clause 6.1 of TOR
Key Personnel	As defined in Clause 2.1.3
Lead Member	As defined in Clause 2.2.2 (A)
LOA	Letter of Acceptance
NTP or Notice to Proceed	As defined in Clause 2.28
Official Website	As defined in Clause 1.4
Performance Guarantee	As defined in Clause 2.18.5

Signature of Tenderer(s)



PM /DPM/ APM	Project Manager / Deputy Project Manager / Assistant Project Manager of DFCCIL
Project (s)	As defined in Clause 1.1.2
Project Office	As defined in Clause 7.2 of TOR
Project Team	As defined in Clause 7.4 of TOR
Professional Personnel	As defined in Clause 2.12.6
Railway	As specified in Clause 1.2
Selected Tenderer	As specified in Clause 2.23
SCC	Special Conditions of Contract as in Schedule IV
Security Deposit	As defined in Clause 2.18.5
Services	As defined in Clause 1.1.1(o) of SCC
Single Entity Tenderer	As defined in Clause 2.1.1
Site Office(s)	As defined in Clause 7.2 of TOR
Statutory Auditor	An Auditor appointed under Applicable Laws
Support Personnel	As defined in Clause 2.12.6
Team Leader	As defined in Clause 5.18.3(i)
Technical Offer	As defined in Clause 2.12.1
TOR	Terms of Reference as in Schedule III
Tender	As defined in Clause 1.2
Tender Submission Date or TSD	As defined in Clause 1.5
Tender Document	As defined in Disclaimer

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein.

STRUCTURE OF THE TENDER DOCUMENT

1. The complete set of Tender Document should be read in the following order:

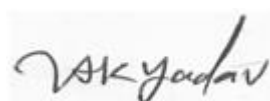
S. No.	Content	Available at
(i)	Notice Inviting Tender	Volume II
(ii)	Section 1: Introduction	Volume I
(iii)	Section 2: Instruction to Tenderers (ITT)	Volume I
(iv)	Section 3: Criteria for Evaluation	Volume I
(v)	Section 4: Project Description	Volume II
(vi)	Section 5: Tender Data Sheet	Volume II
(vii)	Schedule-I: General Conditions of Contract (GCC)	Volume I
(viii)	Schedule-II: Form of Agreement	Volume I
(ix)	Schedule-III: Terms of Reference (TOR)	Volume II
(x)	Schedule-IV: Special Conditions of Contract (SCC)	Volume II
(xi)	Appendix-I: Technical Offer Forms (Form-1 to Form-15)	Volume II
(xii)	Appendix-II: Financial Offer Forms (Form-16 to Form-22)	Volume II

2. Technical Offer should consist of following:

- a. Filled up forms from Form-1 to Form-15
- b. Multiple pages of a Form if details to be provided require more number of pages
- c. Any attachment in the form of photocopy of relevant pages of any document, experience certificate etc. to supplement the information provided in the Forms.

3. Financial Offer should consist of filled up forms from Form-16 to Form-22.

Signature of Tenderer(s)





डेडीकेटेड फ्रेट कोरीडोर

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)
Government of India, Ministry of Railways

Tender No. MGS/08/2018-19/ROB-PMC/SEB-MGS/209

For

Project Management Consultancy (PMC) Services for Construction of Road Over Bridges over DFCCIL and IR tracks in Mughalsarai- Sonenagar section of East Central Railway

E-TENDER DOCUMENT
(TECHNICAL BID: PACKET-A)

Volume-I

May-2018

Employer:

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

Under

MINISTRY OF RAILWAYS

CPM OFFICE

Chief Project Manager/MGS, DFCCIL
2nd Floor, Swarna Complex, Susuwahi,
(Near Union Bank of India)
Post-Susuwahi, Thana-Lanka,
Varanasi -221011 (U.P.)

CORPORATE OFFICE

DFCCIL, 5TH Floor, Pragati Maidan Metro Station Building,
New Delhi-110001

1. INTRODUCTION

1.1 Background

- 1.1.1 Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector undertaking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole share holder of the DFCCIL.

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor (DFC) covering about 3338 route Kilometres on Eastern and Western Corridors. The coverage of Eastern Corridor is from Ludhiana to Dankuni and Western Corridor is planned from Jawaharlal Nehru Port, Mumbai to Rewari/Tughlakabad/Dadri near Delhi. There will be a linkage between two corridors at Dadri.

Eastern Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839Kmlong from Dankuni to Ludhiana via Dankuni-Asansole-Dhanbad-Gaya-Sonnagar - Mughalsarai- Allahabad - Kanpur - Tundla- Aligarh - Khurja - Bulandshahr - Meerut -Saharanpur-Ambala-Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/cities are congested.

Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail's users. These LC's are operational bottlenecks for Railways /DFCCIL in terms of loss in punctuality and reduction in line capacity. Construction of ROB(s)/ RUB(s) is financially and operationally beneficial apart from the fact that it improves the safety of Rail / Road users.

Road over bridges (ROB) are being constructed on the level crossings falling on Eastern Corridor of DFCCIL. These ROB's shall span over the existing railway lines and the proposed DFCC lines. The ROB's shall be constructed in Railway and DFCCIL portion only with bow string or other suitably designed girder and suitably designed RCC abutments, piers and foundations including staircases and other allied components. Depth of type of foundation shall be decided/ designed based on detailed geotechnical investigation at ROB's sites. At some level crossing, DFCCIL is only constructing the railway portion of ROB, while approach is being constructed by some other agency. At some LCs, entire ROB including both approaches is being constructed by DFCCIL.

- 1.1.2 Specific project(s) mentioned in Clause 5.5 (the “**the Project(s)**”) of Tender Data Sheet (Volume II Section 5) for which this Project management Consultancy is being contemplated is/are described in Section 4. The Project(s) will be undertaken preferably through work contracts involving one or more contractors (the “**Contractor(s)**”).

- 1.1.3 The statements and explanations contained in this Tender Document are intended to provide a proper understanding to the Tenderers about the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Tenderer set forth in the Form of Contract or the DFCCIL's rights to amend, alter, change, supplement or clarify the scope of work, the contract to be awarded pursuant to this Tender Document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this Tender Document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the DFCCIL.

1.2 The Tender

The President of India acting through the designated official specified at Clause 5.3 of Tender Data Sheet (Volume II Section 5) (the "DFCCIL") invites Tenders (the "Tender(s)") for selection of a Project Management Consultant (the "Consultant") who shall assist the DFCCIL in management of construction and commissioning of the Project(s) through construction supervision. Scope of services to be provided by the Consultant shall be as specified in Schedule III and other requirements as specified in this Tender Document, (collectively the "Consultancy") for execution of the Project(s) through Contractor(s) appointed or to be selected.

1.3 Due Diligence by Tenderers

Tenderers are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Tender by paying a visit to the DFCCIL and the Project(s) site(s), sending queries (written or email) to the DFCCIL, and attending a Pre Tender Conference on the date and time specified in Clause 5.12 of Tender Data Sheet (Volume II Section 5).

1.4 Availability of Tender Document

Tender document can be downloaded from DFCCIL's website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL & Central Procurement portal site www.eprocure.gov.in.

It is to be noted that the submission of tender is only through online mode through the website www.tenderwizard.com/dfccil only.

It is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.

1.4.1 Clause applicable for tender documents downloaded from Internet

Tenderer/s is/are free to download tender documents at their own cost, for the purpose of perusal. Master copy of the tender document will be available in the office. After award of the work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the office of Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi -221011, Uttar Pradesh, India and not based on the tender documents submitted by the Tenderer. In case of any discrepancy between the tender documents downloaded from the internet and the master copy, later shall prevail and will be binding on the Tenderers. No claim on this account shall be entertained.

1.4.2 Cost of Tender documents downloaded from internet

Tender documents are available on Dedicated Freight Corridor Corporation of India Limited website www.dfccil.gov.in and www.tenderwizard.com/DFCCIL and the same can be downloaded and used as tender documents for submitting the offer. The cost of the tender document as indicated above in NIT. The cost of the tender document & Earnest Money Deposit will have to be deposited by the tenderer in the form of Demand draft/banker's cheque payable in favour of 'Dedicated Freight Corridor Corporation of India Limited, Varanasi' in original in office of employer. The cost of the tender document & Earnest Money Deposit should be paid separately and not to be clubbed together. In case, tender is not accompanied with the cost of the tender document as detailed above, tender will be summarily rejected.

1.5 Validity of the Tender

The Tender shall be valid for a period of not less than 120days from the tender submission date (the "Tender Submission Date" or "TSD") specified in Clause 5.13 of Tender Data Sheet (Volume-II Section 5).

1.6 Brief Description of the Selection Process

- 1.6.1 The DFCCIL intends to select the Consultant through an open competitive bidding process involving evaluation of Technical and Financial Offers (collectively the "Selection Process"). The DFCCIL shall adopt a tender evaluation process as described in Clause 2.19.3. The final selection of the Consultant shall be based on the Quality and Cost Based System (QCBS). Tenderers shall be short-listed based on their Technical Offers meeting a minimum Quality standard. The Financial Offers of only the short-listed Tenderers shall be opened. **The final selection shall be based on the lowest financial offer amongst the shortlisted Tenderers as described in Section 3.**

1.6.2 System of Verification of Tenderer's Credential:

(a) For this tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of certificates submitted by the tenderer, shall be self-attested/ digitally signed by the tenderer or authorized representative of the tendering firm. Self -attestation shall include signature, stamp and date (on each page).

(b) The tenderers shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as **Form-1(a)**. **Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid.** And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

(c) The DFCCIL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the DFCCIL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any right of the railway thereunder.

(d) In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMD), Performance (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire DFCCIL for 5(five) years.

1.7 Currency Conversion Rate

(a) For the purposes of conversion of foreign currency to Indian rupees (INR) Bank Currency (BC) selling exchange rates as published by State Bank of India on the date 28 days prior to date of submission of tender shall be used. For few of the currencies where BC selling rates are not published by SBI or reserve bank of India, the exchange rate may be obtained from website- <http://www.oanda.com/currency/historical-rates> or <http://www.xe.com>.

(b) For the purpose of evaluation of proposals, all values given in INR in eligible qualification criteria and the values provided by the applicants in the proposal in the currencies other than INR shall be converted into one i.e. INR as per exchange rate mentioned in para (vi) above.

1.8 Pre-Tender visit to the Site and Inspection of Data

Prospective Tenderers may visit the Site and review the available data at any time prior to TSD. For this purpose, they will provide at least 2 days' notice to the Employer.

1.9 Communications

1.9.1 All communications including the submission of Tender should be addressed to the person specified in Clause 5.3 of Tender Data Sheet (Volume-II Section 5).

1.9.2 **Amendments, Corrigenda and all notices related to this Tender Document will be uploaded ONLY on the Official Website of DFCCIL at www.dfccil.gov.in from time to time.** All prospective Tenderers are advised to be in contact with the Official Website till the opening of Tenders.

1.9.3 All communications should contain the Tender Document Notice number specified in Clause 5.1 of Tender Data Sheet (Volume-II Section 5) and should be marked at the top in bold letters.

END OF INTRODUCTION

2. INSTRUCTIONS TO TENDERERS (ITT)

2A. GENERAL

2.1 Scope of the Tender

2.1.1 Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this Tender Document. A private, public or government owned legal entity possessing the requisite experience and capabilities required for undertaking the Consultancy may participate in the Selection Process either individually as a single entity tenderer (the “**Singly Entity Tenderer**”), or as combination thereof as joint venture or consortium (the “**Consortium**” or “**JV**”) in response to this Tender. The term Tenderer (the “**Tenderer**”) means the Single Entity Tenderer or the Consortium, as the case may be. The manner in which the Tender is required to be submitted, evaluated and accepted is mentioned in this Tender Document.

2.1.2 Tenderers are advised that the selection of Consultant shall be on the basis of evaluation by the DFCCIL through the Selection Process specified in this Tender Document. Tenderers shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be extended and that the DFCCIL’s decisions thereof are without any right of appeal whatsoever.

2.1.3 Key Personnel

The Consultancy Team shall consist of Key Personnel (the “**Key Personnel**”), specified in Clause 5.18.3, who shall discharge their respective specified responsibilities. The Consultancy team shall be also supported by other technical and support Personnel deployed by the Tenderer.

2.2 Conditions of Eligibility of Tenderers

2.2.1 Tenderers must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Tenders of only those Tenderers who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Tender, a Tenderer shall fulfill the following:

(A) Technical Capacity:

The Single Entity Tenderer or the lead member of the Consortium/JV (the “**Lead Member**”), as the case may be, shall have, during the last 5 (five) financial years and the current financial year till the tender submission date (the “**TSD**”), completed or substantially completed the

minimum number of Eligible Assignments specified in Clause 5.18.1 (Tender Data Sheet, Volume-II Section 5).

Note:

- 1) The contract should have been completed within this period irrespective of date of start.
- 2) The contract shall be treated as completed as on the date of commissioning of the project (excluding defect liability/maintenance period) or completion of the services as certified by the Employer.
3. A substantially completed consultancy contract means a contract in which the consultancy fee of at least eighty per cent (80 %) of the contract value has been received and is equal to or more than the minimum value stipulated for Eligible Assignment in clause 5.18.1.

(B) Financial Capacity:

The Single Entity Tenderer or the Lead Member of the Consortium/JV, as the case may be, shall have during the last 3 (three) financial years and the current financial year till the TSD, received minimum total payment from consulting assignments as specified in Clause 5.18.2.

(C) Availability and Conditions of Eligibility for Key Personnel: The Tenderer shall offer and make available all Key Personnel meeting the requirements specified in Clause 5.18.3 (ii).

- 2.2.3 The Tenderer shall submit its work experience in the form of Eligible Assignments in the formats specified at Form-10 and Form-12 of Appendix-I as part of its Technical Offer for demonstrating its Technical Capacity and claiming Technical Score. The Tenderer shall enclose with its Tender certificate(s) from its Statutory Auditors stating its turnover from professional fees during the past three years and the payments received in respect of each of the Eligible Assignments.
- 2.2.4 The Tenderer should submit a Power of Attorney for the Authorised Signatory as per the format at Form-4 of Appendix-I and another Power of Attorney for the Lead Member, in case of consortium, as per the format of Form-5 of Appendix-I.
- 2.2.5 Any entity which has been barred by the Central/ State Government in India, (or any entity controlled by such barred entity), from participating in any project, and the bar subsists as on the date of Tender, would not be eligible to submit a Tender.

2.2.6 A Tenderer should have, during the last one year, neither failed to perform on any Contract, as evidenced by imposition of a penalty by a judicial authority or a judicial pronouncement, nor been expelled from any project or Contract nor have had any Contract terminated for breach by such Tenderer.

2.2.7 Where the Tenderer is a single entity and registered or incorporated in a country other than India, it shall be required to form an appropriate subsidiary company in India under the Indian Companies Act 1956, to execute the Contract and implement the Consultancy.

2.2.8 Conflict of Interest

(i) A Tenderer shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Tenderer found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the DFCCIL shall forfeit and appropriate the EMD in full, without prejudice to any other right or remedy that may be available to the DFCCIL hereunder or otherwise.

(ii) the DFCCIL requires that the Consultant provide professional, objective, and impartial advice and at all times, hold the DFCCIL’s interests paramount, avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the DFCCIL.

(iii) Without limiting the generality of the above, a Tenderer shall be considered to have a Conflict of Interest that affects the Selection Process, if such Tenderer has a relationship with another Tenderer, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Tender of either or each other, and if:

(a) a Tenderer or its constituent/Member and any other Tenderer or its constituent/Member have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer or its constituent/Member (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Tenderer or its constituent/Member, as the case may be) in the other Tenderer or its constituent/Member is less than 5% (five

percent) of the paid up and subscribed share capital of such Tenderer or its constituent/Member; provided further that this disqualification shall not apply to a bank, insurance company, pension fund, mutual fund or any financial institution that is included under the FEMA (notification No. FEMA.131/2005-RB dated 17th March, 2005) (for avoidance of doubt the indirect shareholding shall be reckoned by multiplying the percentage shareholding in each successive layer). or

- (b) a Single Entity Tenderer is a constituent/Member of another Tenderer;
- (c) a constituent/Member of such Tenderer is also a constituent/Member of another Tenderer; or
- (d) such Tenderer has the same legal representative for purposes of this Tender as any other Tenderer; or
- (e) such Tenderer or its constituent/Member has provided or is providing directly or indirectly services on the same Project(s) in detailed design and tender planning such as FLS, geotechnical studies, soil testing, design/drawing, BOQ etc.; conversely the Consultant shall be disqualified for providing above services on the Project(s); or
- (f) such Tenderer or its constituent/Member has provided or is providing directly or indirectly any form of services to the Contractor(s), conversely the Consultant shall be disqualified for providing above services to the Contractor(s); or
- (g) a firm which has been engaged by the DFCCIL to provide goods or works for a project will be disqualified from providing consulting services for the same project; conversely, a firm hired to provide consulting services for the preparation of implementation of a project, and its constituent/Members, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Tenderer or its constituent/Member and the Contractor(s) or its constituent/Member have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Tenderer or its constituent/Member (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of the Tenderer or its constituent/Member, as the case may be) in the Contractor(s) or its constituent/Member is less than 5% (five percent) of the paid up and subscribed share capital of such Contractor(s) or its constituent/Member; provided further that this

disqualification shall not apply to a bank, insurance company, pension fund, mutual fund or any financial institution that is included under the FEMA (notification No. FEMA.131/2005-RB dated 17th March, 2005), provided further that its direct or indirect shareholding doesn't exceed 26% of the paid up and subscribed share capital of the Tenderer or its constituent/Member, as the case may be (for avoidance of doubt the indirect shareholding shall be reckoned by multiplying the percentage shareholding in each successive layer).

2.2.9 Consortium/ JV Requirements

Tenderers applying as Consortium/JV shall comply the requirements laid down through the Railway Board's letter no. 2002/CE-1/CT/37 dated 2.9.2008 except as modified by the requirements of this Tender Document. Further, such Tenderer shall comply the following:

- (i) each Member, whose technical experience and financial capacity is utilized in the bidding, shall have a share of interest not less than 20% in the Consortium/JV;
- (ii) the Lead Member shall have a majority (at least 51%) share of interest in the Consortium/JV;
- (iii) a JV with foreign entities as a constituent/Member shall necessarily have an Indian firm as Lead Member;
- (iv) execution of formal joint bidding agreement in the Form-6 of Appendix I shall be done prior to TSD;
- (v) by submitting the Tender, such Tenderer shall deem to have acknowledged and undertaken that each of the constituent Members shall continue to hold at least the specified minimum share in the JV until the Consultancy services required for the Project(s) is completed under and in accordance with the provisions of the Contract. The Tenderer further acknowledges and agrees that the aforesaid obligation shall be the minimum, and in addition to other obligations contained in the Contract, and a breach hereof shall, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach of the Contract and dealt with as such there under;
- (vi) by submitting the Tender, the Tenderer shall also be deemed to have acknowledged and agreed that in the event of a change in JV Member whose Minimum Eligibility, Technical Capacity or Financial Capacity was taken into consideration for the purposes of evaluation of the Tender, the Tenderer shall inform the DFCCIL forthwith along with all relevant particulars about the same and the DFCCIL may, in its sole discretion, disqualify the Tenderer or withdraw the LOA from the Tenderer, as the

case may be. In the event such change in control occurs after signing of the Contract but prior to completion of the Consultancy, it would, notwithstanding anything to the contrary contained in the Contract, be deemed to be a breach thereof, and the Contract shall be liable to be terminated without the DFCCIL being liable in any manner whatsoever to the Consultant. In such an event, notwithstanding anything to the contrary contained in the Contract, the DFCCIL shall forfeit and appropriate the EMD, Security Deposit and Performance Guarantee without prejudice to any other right or remedy that may be available to the DFCCIL hereunder or otherwise; and

- (vii) the Technical experience of a constituent/Member of JV (for the purpose of reckoning Eligible Assignments) shall be considered for evaluation of the Technical Offer subject to such constituent/Member having on its roll for more than 12 months as on the TSD no less than two Key Personnel among those proposed in the Technical Offer. It is clarified that this requirement shall not be applicable for the purposes of determining the Eligibility of a Tenderer in terms of the Clause 2.2.2 (A).

2.2.10 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

2.2.11 A Tenderer who is under a declaration of ineligibility by the DFCCIL in terms of Clause 2.2.5, on the TSD or thereafter, shall be disqualified. The DFCCIL maintains a list of Firms and Individuals that have been debarred/ blacklisted, and are not eligible to participate in tenders and the list is regularly updated.

2.2.12 Serving Government employees are not permitted to undertake any assignment except when the Consultant or any of its Members is a Public Sector Unit (PSU) and such employees being on deputation to the PSU are deployed by them to undertake an assignment in the Services. In case of retired Government employees, they should be proposed by the Tenderer only after the mandatory period for re-employment in related area of work has been completed by the employee. If a retired Government employee is proposed to be engaged in the Consultancy, such Employee shall declare that:

- (i) he superannuated from the Government in the normal process;
- (ii) he was not removed or dismissed from Government service;
- (iii) he is not undergoing any D&AR action; and
- (iv) he is not undergoing any court cases or prosecution cases.

2.2.13 Provision for medium & small enterprises (MSE):

As mandated by Railway Board Letter No. 2010/RS (G)/363/1 dated 05.07.2012 (RBS No. 4/2012), in compliance to public procurement policy, following provisions are included for Medium & Small Enterprises (MSE) in the tender document:

1. Tender sets shall be provided free of cost to MSEs registered with the listed agencies for the item tendered.
2. MSEs registered with the listed agencies for the item tendered will be exempted from payment of Earnest Money.
3. (I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- (i) District industries Centres
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

(II) The MSEs must also indicate the terminal validity date of their registration.

Falling (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4. Definition of MSEs owned by SC/ST is as give below:
 - (i) In case of proprietary MSE, proprietors (s) shall be SC/ST.
 - (ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) In case of Private Limited Companies at least 51% share shall be held by SC/ST promoters.
5. All bidders registered under Micro, Small and Medium Enterprises (MSMEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/tender process or other tender requirements and L-1 price.
6. ***The above facilities shall not be applicable for the items for which they are not registered.***
7. The tenderer (s) shall submit photocopy of current and valid MSMEs registration certificate inclusive of all the pages showing the category of entrepreneur - whether the registered firm is owned by General or SC/ST entrepreneurs, monetary limit of their registration for the items tendered

to avail the benefits under the policy. The MSMEs shall also submit a copy of "Entrepreneur's Memorandum (Part-II)" of the concerned district centre where the unit is established.

8. **Registration of Udyog Aadhar Memorandum (UAM):** All Micro, Small and Medium Enterprises (MSMEs) bidders are required to declare UAM Number on CPPP failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for tenders invited electronically through CPPP.

2.3 Cost of Tender Document

The Tenderers shall be responsible for all of the costs associated with the preparation of their Tender and their participation in the Selection Process. The DFCCIL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.4 Site Visit and Verification of Information

2.4.1 Tenderers are encouraged to submit their respective Tenders after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, access to the site, availability of drawings and other data with the DFCCIL, applicable laws and regulations or any other matter considered relevant by them.

2.4.2 the DFCCIL shall not be liable for any omission, mistake or error on the part of the Tenderer in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to Tender Document or the Selection Process, including any error or mistake therein or in any information or data given by the DFCCIL.

2.5 Acknowledgement by Tenderer

It shall be deemed that by submitting the Tender, the Tenderer has:

- (a) made a complete and careful examination of the Tender Document;
- (b) received all relevant information requested from the DFCCIL;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of the DFCCIL or relating to any of the matters referred to in Clause 2.4 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4 hereinabove necessary and required

for submitting an informed Tender and performance of all of its obligations thereunder;

- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document or ignorance of any of the matters referred to in Clause 2.4 hereinabove shall not form a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the DFCCIL, or a ground for termination of the Contract;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6 Right to Reject Offers

2.6.1 Notwithstanding anything contained in this Tender Document, the DFCCIL reserves the right to accept, or reject any or all Tender(s) and to annul the Selection Process, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 the DFCCIL reserves the right to reject any Tender if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Tenderer does not provide, within the time specified by the DFCCIL, the supplemental information sought by the DFCCIL for evaluation of the Tender.

Such misrepresentation/ improper response may lead to the disqualification of the Tenderer. If such disqualification / rejection occurs after the Tenders have been opened and the highest ranking Tenderer gets disqualified / rejected, then the DFCCIL reserves the right to:

- (i) consider the next best Tenderer, or
- (ii) take any other measure as may be deemed fit in the sole discretion of the DFCCIL, including annulment of the Selection Process.

2B. DOCUMENTS

2.7 Contents of the Tender Document

2.7.1 This Tender Document comprises following and will additionally include any Addendum/ Amendment issued in accordance with Clause 2.9:

- (i) Disclaimer;
- (ii) Glossary;
- (iii) Structure of the Tender Document;

- (iv) Volume-I consisting of Section 1, 2 & 3 and Schedule-I & II; and
- (V) Volume-II consisting of Notice Inviting Tender, Section 4 & 5, Schedule-III & IV and Appendices I & II.

2.7.2 Notwithstanding anything to the contrary contained in this Tender Document, the detailed terms and conditions specified in the SCC shall have overriding effect; provided, however, that any conditions or obligations imposed on the Tenderer under this Tender Document shall continue to be in addition to its obligations under the Contract.

2.8 Clarification on Tender Document

2.8.1 Tenderers requiring any clarification on the Tender Document may send their queries to the DFCCIL in writing through post or email before the date mentioned in the Schedule of Selection Process at Clause 5.17 of Tender Data Sheet (Volume II Section 5). The envelopes or subject-line of email shall clearly bear the following identification:

"Queries/Request for Additional Information concerning Tender Document"

The DFCCIL shall endeavour to respond to the queries within the period specified therein but not later than 7 days prior to the Tender Submission Date. The responses will be sent by e-mail. The DFCCIL will post the reply to all such queries on the Official Website www.dfccil.gov.in.

2.8.2 The DFCCIL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the DFCCIL to respond to any question or to provide any clarification.

2.9 Amendment of Tender Document

2.9.1 At any time prior to the deadline for submission of Tender, the DFCCIL may, for any reason, whether at its own initiative or in response to clarifications requested by a Tenderer, modify the Tender Document by the issuance of Addendum/ Amendment.

2.9.2 All such amendments will be notified through e-mail to all Tenderers who have purchased the Tender Document by online portal tenderwizard.com. The amendments will be posted ONLY on the Official Website www.dfccil.gov.in along with the revised Tender Document containing the amendments and will be binding on all Tenderers.

- 2.9.3 In order to afford the Tenderers a reasonable time for taking an amendment into account, or for any other reason, the DFCCIL may, in its sole discretion, extend the Tender Submission Date.

2C. PREPARATION AND SUBMISSION OF TENDER

2.10 Language

The Tender with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English Language and strictly on the forms provided in this Tender Document. No supporting document or printed literature shall be submitted with the Tender unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Tender, the translation in English shall prevail.

2.11 General instructions for on line tendering system, Format and Signing of Tender Document

2.11.1 General instructions for on line tendering system

Submission of Online Bids is mandatory for this Notice Inviting Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. An e-tendering portal of Dedicated Freight Corridor Corporation of India (DFCCIL) introduced for the process of e-tendering which can be accessed on <http://www.tenderwizard/DFCCIL>. (Refer in the BID DOCUMENTS). Words in capital and not defined in this document shall have the same meaning as in “BID DOCUMENTS”. Benefits to Suppliers/service providers are outlined on the Home-page of the portal.

A) ACCESSING / PURCHASING OF BID DOCUMENTS:

The Bidder who wishes to view free Notification and tender documents can visit DFCCIL’s website www.dfccil.gov.in or www.tenderwizard.com/DFCCIL or Central Procurement Portal www.eprocure.gov.in. Interested bidders who wish to participate should visit website www.tenderwizard.com/DFCCIL, which is the only website for bidding their offer. Further the procedure is as follows:

It is mandatory for all the Bidders to have class-III digital signature certificate (in the name of person who will sign the Bid) from any of the licensed certifying agency (“CA”) [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of DFCCIL.

To participate in the E-bid submission, it is mandatory for the Bidders to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI Ltd. The online payment facility for the submission of Registration fee and Tender Processing Fee, which is payable to E- Tender service provider i.e. M/s ITI Ltd., has been enable on E-Tender portal <http://www.tenderwizard.com/DFCCIL> . The Bidder can now pay Registration Charges and Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same. Validity of online registration is one year.

The BID DOCUMENTS can be viewed /downloaded from the Tender Wizard free of cost till one day prior to last date of submission of the Application upto 00.00 hrs.

Following may be noted-

- (a) Bids can be submitted only during the validity of registration with the Tender Wizard.
- (b) The amendments/clarifications to the BID DOCUMENTS, if any, will be posted on the DFCCIL website.
- (c) Registration with the [www.tenderwizard](http://www.tenderwizard.com) should be valid at least upto the date of submission of bid.

To participate in bidding, Bidders have to pay cost of the BID DOCUMENTS process (non-refundable) in the form of demand draft issued from a Scheduled Bank in India in favour of "DFCCIL" payable at Varanasi. Rs7,500/- plus GST as applicable towards Application processing fee (non-refundable) shall be shall be paid to M/s ITI Ltd. towards Tender Processing Fee through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same.

If the Bidder has already registered with the Tender Wizard and validity of registration has not expired, then such Bidder does not require fresh registration.

B) PREPARATION & SUBMISSION OF APPLICATIONS:

Detailed BID DOCUMENTS may be downloaded from Tender Wizard and the Bid may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on Tender Wizard.

Only Electronic Form to be uploaded on the Tender Wizard website.

Submission of Financial & Technical bid in prescribed Format in **ON LINE MODE ONLY** is acceptable. No other mode of submission accepted.

C) DOCUMENT SHOULD BE UPLOADED ON THE TENDER WIZARD SITE(On line mode only)

- (a) Power of Attorney for signing the Application
- (b) If applicable, the Power of Attorney for Lead Member of Consortium/JV;
- (c) An undertaking from the person having PoA referred in sub clause (a) above that they agree and abide by the bid documents uploaded by DFCCIL and amendments uploaded, if any.
- (d) SUBMISSION OF FORMS 1 to 22 as provided in the Annexure-I and Annexure-II in prescribed format mentioned in BID DOCUMENTS alongwith AFFIDAVIT as per Form 1(a).
- (e) SUBMISSION OF FIRMS CREDENTIALS in prescribed format mentioned in BID DOCUMENTS
- (f) SUBMISSION OF TECHNICAL PROPOSAL in prescribed format mentioned in BID DOCUMENTS,
- (g) Copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its partnership deed;
- (h) Technical Bid Packet-A (duly signed & scanned or digitally signed), Financial Bid Packet-B (in excel sheet format) and other relevant documents
- (h) Copy of the Joint Bidding Agreement, in case of a Consortium;
- (i) Memorandum of Understanding (in case of JV)
- (j) Cost of BID DOCUMENTS in the form of demand draft in favour of DFCCIL, payable at Varanasi
- (k) EARNST MONEY DEPOSIT in the acceptable form in favour of DFCCIL, payable at Varanasi.
- (l) Application processing fee of Rs.7,500/- (Seven thousand five hundred only) + GST shall be paid to M/S ITI Limited through E-Payment using Credit Card/ Debit Card / Net Banking / International Credit Card only. Henceforth there will be no need for physical submission of Demand Draft for the same.

(m) The Bidder shall upload scanned copies of the documents on the Tender Wizard before 00:00 hours Indian Standard Time on the Bid due date i.e. on **dd.mm.yy**. No hard copy of the documents is required to be submitted. (except cost of tender documents & earnest money deposit)

D) Modification / Substitution/ Withdrawal of bids:

(i) The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date / Tender Submission Date. No Bid shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.

(ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

(iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

(iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

(v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, applicant cannot re-submit e-bid again.

E) OPENING AND EVALUATION OF BIDS:

(i) Opening of Bids will be done through online process.

(ii) For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

The Authority shall open bid documents received in electronic form at 00:00 hours Indian Standard Time on the Bid due date i.e. in the presence of the Bidders who choose to attend. This Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in the BID DOCUMENTS.

The Financial Bid will be opened of the pre-qualified and short listed Bidders. The date of opening of Financial Proposal will be notified later on.

F) ONLINE E-BIDDING METHODOLOGY:

Online E- Bid System - Financial bids & Technical bids shall be submitted by the bidder at the same time. First the Technical Bid will be opened at the time and date notified in the tender notice. The Financial Proposal will be opened of the

pre-qualified and short listed Bidders. The date of opening of Financial Bid will be notified later on.

G) BROAD OUTLINE OF ACTIVITIES FROM BIDDERS PERSPECTIVE:

- i. Procure a Digital Signing Certificate (DSC)
- ii. Registration Electronic Tendering System (ETS)
- iii. Create Users and assign roles on ETS
- iv. View Notice Inviting Tender(NIT)on ETS
- v. Download Official Copy of Tender Documents from ETS
- vi. Clarification to Tender Documents on ETS- Query to DFCCIL (Optional) - view response to queries posted by DFCCIL, through addenda.
- vii. Bid-Submission on ETS : Prepare & arrange all document/paper for submission of bid online and tender fees & EMD deposit on offline.
- viii. Attend Public Online Tender Opening Event(TOE) on ETS
- ix. Post-TOE Clarification on ETS (Optional)-Respond to DFCCIL's Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Note 1: It is advised that all the documents to be submitted are kept scanned and converted to PDF format in a separate folder on your computer before starting online submission. The Price bid (Excel Format) may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer.

Financial Bid & Technical Bid duly filled in is to be uploaded in "Financial Offer & Technical Eligibility". The rates must be filled after downloading the financial bid document in the prescribed format from the website www.tenderwizard.com/DFCCIL. The financial & Technical bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

The name of the downloaded files i.e. 'Technical_Bids.doc' & 'Financial_Bids.xls' should not be changed.

Note 2: While uploading the documents, it should be ensured that the file name should be the name of the document itself. The entire technical

document through digital signature would first be uploaded in 'Document Library' and after that, attach entire tender document in the particular tender.

H) Digital Certificates

For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Class Three Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

I) Registration

The Tender document can be downloaded from the website www.tenderwizard.com/DFCCIL and to be submitted in the e-format. Cost of the Tender Document (in the form of DD) and Bid Security or Earnest Money (in the form of DD/FDR etc - in original) have to be submitted to Concerned DFCCIL office as per address given in Bid document before the scheduled date and time of submission of the tender otherwise the Bid will not be considered. Amendments, if any, to the tender document will be notified in the above website as and when such amendments are notified. It is the responsibility of the bidders who have downloaded the tender document from the website to keep themselves abreast of such amendments before submitting the tender document.

Intending bidders are requested to register themselves with M/S ITI through www.tenderwizard.com/DFCCIL for obtaining user-id, Digital Signature etc. by paying Vendor registration fee and processing fee (Online Mode only) for participating in the above mentioned tender.

DFCCIL has decided to use process of e-tendering for inviting this tender and thus ***the physical copy of the tender would not be sold.***

J) Help Desk for E-Tendering

After successful submission of Registration details and Vendor registration fee and processing fee (as applicable), please contact ITI Helpdesk (as mentioned in NIT) to get your registration accepted/activated.

The Tenderer shall provide all the information sought under this Tender Document. the DFCCIL would evaluate only those Tenders that are received in the specified forms and complete in all respects.

- 2.11.2 Tenderers should note the Tender Submission Date, as specified in Clause 5.11 of Tender Data Sheet, for submission of Tenders. Tenderers are reminded that no supplementary material will be entertained by the DFCCIL, and that

evaluation will be carried out only on the basis of Documents received by the closing time of Tender Submission Date as specified in Clause 5.11. Tenderers will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.12 Technical Offer

2.12.1 Tenderers shall submit the Technical Offer in the formats at Appendix-I (the “**Technical Offer**”).

2.12.2 While submitting the Technical Offer, the Tenderer shall, in particular, ensure that:

- (a) CVs of all Professional Personnel have been submitted;
- (b) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 5.18.3 of Tender Data Sheet (Volume II Section 5) of the Tender Document;
- (c) no alternative Tender for any Key Personnel is being made and only one CV for each position has been furnished;
- (d) the CVs have been recently signed by the respective Personnel and countersigned by the Authorised Signatory of the Tenderer. Photocopy or unsigned/un-countersigned CVs shall be rejected;
- (e) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the Tender Document; and
- (f) Professional Personnel proposed have good working knowledge of English language.

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Tender liable to be rejected.

2.12.4 If an individual Key Personnel makes an averment regarding his qualification, experience or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Contract, he shall be debarred for any future assignment of the DFCCIL. The award of this Consultancy to the Tenderer shall also be liable to cancellation in such an event.

2.12.5 The Technical Offer shall not include any financial information.

2.12.6 The Consultant shall propose a consultancy team (the “**Consultancy Team**”) for the implementation of this Consultancy. The Consultancy Team shall be

composed of Key Personnel as specified in Clause 5.18.3, other Professional Personnel as specified in Clause 5.21 (collectively the “**Professional Personnel**”) and managerial/support staff (the “**Support Personnel**”) as specified in Form 18 of Appendix-II (Schedule of Personnel and Man Month Rates). The CV of Professional Personnel other than Key Personnel shall also be submitted in the format at Form-14 of Appendix-I. DFCCILs reserves the right to reduce the number and man months of Key Personnel, Other Professional Personnel and Support Personnel to be deployed by the PMC based on the progress of works contract. The Key Personnel, Other Professional Personnel and the Support Personnel should not be older than 67 years as on the date of submission of Tender. The minimum qualification of Team Leader for eligibility shall be Graduate Degree with minimum length of total professional experience of at least 15 years.

- 2.12.7 A Tenderer shall neither be allowed to sub-let any part of the Services to any sub-consultant nor any member of the Consultancy Team be allowed to be replaced with any sub-consultant.
- 2.12.8 The DFCCIL reserves the right to verify all statements, information and documents, submitted by the Tenderer in response to the Tender Document. Failure of the DFCCIL to undertake such verification shall not relieve the Tenderer of its obligations or liabilities hereunder nor will it affect any rights of the DFCCIL thereunder.
- 2.12.9 In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Tenderer or the Tenderer has made material misrepresentation or has given any materially incorrect or false information, the Tenderer shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Contract, and if the Tenderer has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender Document, be liable to be terminated, by a communication in writing, without the DFCCIL being liable in any manner whatsoever to the Tenderer or Consultant, as the case may be.

In such an event the DFCCIL shall forfeit and appropriate the EMD, Security Deposit and encash the Performance Guarantee in full, without prejudice to any other right or remedy that may be available to the DFCCIL.

- 2.12.10 The complete set of Tender Document as issued by the DFCCIL or as downloaded from the Official Website of the DFCCIL shall be submitted as part of the Technical Offer with each page of the Tender Document signed by the

Authorized Signatory. This submission is as a token of acknowledgement and agreement by the Tenderer of all the terms and conditions of the Tender Document together with the contents of Schedules and Appendices.

2.13 Financial Offer

2.13.1 The financial offer shall be submitted in the format at Appendix-II (the “Financial Offer”) clearly indicating the total cost of the Consultancy (Item G of Form-17 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Tenderer’s Authorised Signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the Financial Offer, the lower of the two shall be taken into account.

2.13.2 While submitting the Financial Offer, the Tenderer shall ensure the following:

(i) All the costs associated with the assignment, except for the equipment and services, if any, to be provided to the Consultant by the DFCCIL either directly or through a Contractor, shall be included in the Financial Offer. These shall normally cover remuneration for all the Personnel (in the field, office etc), accommodation, equipment, printing of documents, transport, office consumables etc. The total amount indicated in the Financial Offer shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Tender, it shall be considered non-responsive and liable to be rejected.

(ii) The Financial Offer shall take into account all expenses and tax liabilities.

(iii) Costs (including break down of costs) shall be expressed in INR.

(iv) Equipment and services to be provided by the DFCCIL shall be as specified at Annex-11 of the Form of Contract.

2.14 Submission of Tender

2.14.1 The Tenderer shall submit the Tender only on online format on the website www.tenderwizard.com/DFCCIL. No other mode of tender submission is acceptable.

2.14.2 Complete tender documents must be submitted online duly completed in all respect upto 15.00 Hrs on the date mentioned in the Para 5.13 of Tender Data Sheet (Volume-II Section 5). The “Packet-A (TECHNICAL BID)” will be opened at 15.30 Hrs on the same day and read out in the presence of such tenderer(s) as is/are present. In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same

time. Any modified date and time for submission of tenders shall be uploaded on DFCCIL website www.dfccil.gov.in and www.tenderwizard.com/DFCCIL. The detailed procedure of tender opening will be as per para 2.11.

- 2.14.3 Financial Bid (Microsoft Excel file) to be downloaded from website www.tenderwizard.com/DFCCIL and then, filled, saved and uploaded (through digital signature) on the same website and not to be submitted in hard copy at all. The financial bid (after filling the rates) should neither be scanned & uploaded, nor, the hard copy of the same should be submitted to the office of CPM/DFCCIL/Varanasi
- 2.14.4 The rates should be quoted in figures as well as in words. If there is variation between rates quoted in figures and in words, the rate quoted in 'words' shall be taken as correct. If more than one or improper rates are tendered for the same item, the tender is liable to be rejected.
- 2.14.5 Each page of the tender papers is to be signed either physically or digitally signed by the tenderers or such person/son his/their behalf that is/are legally authorized to sign for him / them.
- 2.14.6 The Tender shall be made in the Forms specified in this Tender Document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents, experience certificates etc. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.14.7 The rates quoted shall be firm, except as specified in the Contract, throughout the period of performance of the assignment upto and including acceptance of the Completion Report by the DFCCIL and discharge of all obligations of the Consultant under the Contract.
- 2.15 Tender Submission Date (TSD)**
- 2.15.1 Tender should be submitted before the time specified at Clause 5.13 of Tender Data Sheet (Volume-II, Section 5) by the time mentioned before the Tender Submission Date in the manner and form as detailed in this Tender Document.
- 2.15.2 The DFCCIL may, in sole discretion, extend the Tender Submission Date by issuing an Addendum/Amendment in accordance with Clause 2.9 uniformly for all Tenderers.
- 2.16 Late Tenders**
- Tenders received by the DFCCIL after the specified time on Tender Submission Date shall not be eligible for consideration and shall be summarily rejected.
- 2.17 Modifications / Substitution& withdrawal of Tenders**

- 2.17.1 A Tenderer may, only in exceptional circumstances, modify, substitute, or withdraw its Tender prior to Tender Submission Date. No Tender shall be modified, substituted, or withdrawn by the Tenderer on or after the Tender Submission Date.
- 2.17.2 Any alteration / modification in the Tender or additional information material supplied subsequent to the Tender Submission Date, unless the same has been expressly sought for by the DFCCIL, shall be disregarded.
- 2.18 Earnest Money Deposit (EMD)**
- 2.18.1 The Tenderer shall furnish as part of its Tender, an EMD of amount as specified in Clause 5.7 of Tender Data Sheet (Volume-II, Section 5) in the manner specified in GCC.
- 2.18.2 Any Bid not accompanied by the EMD shall be summarily rejected by the DFCCIL as non-responsive.
- 2.18.3 The DFCCIL shall not be liable to pay any interest on the EMD and the same shall be interest free.
- 2.18.4 The Tenderer, by submitting its Tender pursuant to this Tender Document, shall be deemed to have acknowledged that without prejudice to the DFCCIL's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated in full by the DFCCIL under the following conditions:
- a) If a Tenderer engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 2.30 of this Tender Document;
 - b) If a Tenderer withdraws its Tender during the period of its validity as specified in this Tender Document and as extended by the Tenderer from time to time;
 - c) In the case of the Selected Tenderer, if the Tenderer fails to reconfirm its commitments during negotiation as required vide Clause 2.23;
 - d) In the case of a Selected Tenderer, if the Tenderer fails to sign the Contract or commence the assignment as specified in Clause 2.27 and 2.28 respectively; or
 - e) If the Tenderer is found to have a Conflict of Interest as specified in Clause 2.2.8.
- 2.18.5 EMD of the successful Tenderer who is awarded the Consultancy shall be retained by the DFCCIL as part of security for the due and faithful fulfillment of the Contract (the "Security Deposit") by the Consultant. The amount of the

Security Deposit shall be 5% of the Contract Value. The balance amount to make up the Security Deposit for this Consultancy may be deposited by the Consultant in advance otherwise it will be recovered from the Consultant's running bills @ 10% deduction from each such bill. Security Deposit shall be returned to the Consultant after the expiry of the Defect Liability Period. Further the Consultant shall deposit a performance guarantee (the "**Performance Guarantee**") for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Annex-10 of Form of Contract prior to or at the time of execution of the Contract. Performance Guarantee shall be returned after the expiry of the Defect Liability Period.

- 2.18.6 EMD of the unsuccessful Tenderers, if otherwise not forfeited by the DFCCIL in terms of the Clause 2.18.4, will be returned to respective Tenderer.

2D. EVALUATION PROCESS

2.19 Opening and Evaluation of Tenders

- 2.19.1 The DFCCIL shall open the Tenders at the specified time on the Tender Submission Date soon after the closing time of the Tender submission and in the presence of the Tenderers who choose to attend. The envelopes marked "Technical Offer" shall only be opened. The envelopes marked "Financial Offer" shall be kept sealed for opening at a later date.
- 2.19.2 Tenders for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.
- 2.19.3 The DFCCIL shall examine the Tenders in the sequence specified hereunder. The DFCCIL shall first examine the Tenders for responsiveness in terms of Clause 2.21. Only the Tenders found to be responsive, will be examined further for completeness and adequacy of all legal documents submitted as part of the Tender. Only the Tenders that pass this stage of examination will be examined further for Technical Capacity and Financial Capacity as specified at Clause 2.2.2. Thereafter other Eligibility requirements such as Conflict of Interest etc shall be checked for compliance. Tenders not qualifying at any of the stages specified here above shall be rejected at that stage itself. The DFCCIL will subsequently carry out evaluation of the Technical Offers and the Financial Offers, in that order, in accordance with the provisions set out in Section 3.
- 2.19.4 After the evaluation of the Technical Offers, the DFCCIL shall short list the Tenderers in terms of Clause 3.2 for opening of their Financial Offers. Date,

time and venue will be notified to all Tenderers for announcing the result of Technical evaluation and opening of Financial Offers. The opening of Financial Offers shall be done in presence of the respective representatives of Tenderers who choose to be present. The DFCCIL will not entertain any query or clarification from Tenderers who fail to qualify at any stage of the Selection Process. The evaluation of Financial Offers and Final Selection of the Tenders would be carried out in terms of Clauses 3.3 and 3.4.

- 2.19.5 Tenderers are advised that selection of Tenderers will be entirely at the discretion of the DFCCIL. Tenderers will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or the selection will be given.
- 2.19.6 Any information contained in the Tender shall not in anyway be construed as binding on the DFCCIL, its agents, successors or assigns, but shall be binding against the Tenderer if the Consultancy work is subsequently awarded to that Tenderer under the Selection Process on the basis of such information.
- 2.19.7 The DFCCIL reserves the right not to proceed with the Selection Process at any time without notice or liability and to reject any Tender without assigning any reasons.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Tenderers shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the DFCCIL in relation to or matters arising out of, or concerning the Selection Process. The DFCCIL will treat all information, submitted as part of the Tender, in confidence and will require all those who have access to such material to treat the same in confidence. The DFCCIL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the DFCCIL.

2.21 Tests of Responsiveness

- 2.21.1 As the first stage of evaluation process, the DFCCIL shall determine whether each Tender is responsive to the requirements of the Tender Document. A Tender shall be considered responsive only if:
- (a) it is received as per Form-I at Appendix-I (Technical Offer) and Form-II at Appendix-II (Financial Offer);
 - (b) it is received on or before the Tender Submission Time and Date including any extension thereof pursuant to Clause 2.15;

- (c) it is accompanied by the EMD as specified in Clause 2.18.
- (d) it is signed, sealed, hard bound and marked as stipulated in Clause 2.11 and 2.14;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.2.4 with clear evidence of authority for the person(s) executing the Power of Attorney;
- (f) it contains all the information as requested in formats specified in this Tender Document; and
- (g) it does not contain any condition or qualification.

2.21.2 The DFCCIL reserves the right to reject any Tender which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the DFCCIL in respect of such Tender.

2.22 Clarification on Tender

2.22.1 To facilitate evaluation of Tenders, the DFCCIL may, at its sole discretion, seek clarifications from any Tenderer regarding its Tender. Such clarification(s) shall be provided within the time specified by the DFCCIL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.22.2 If a Tenderer does not provide clarifications sought under Sub-Clause 2.22.1 above within the specified time, its Tender shall be liable to be rejected. In case the Tender is not rejected, the DFCCIL may proceed to evaluate the Tender by construing the particulars requiring clarification to the best of its understanding, and the Tenderer shall be barred from subsequently questioning such interpretation of the DFCCIL.

2E. APPOINTMENT OF CONSULTANT

2.23 Negotiations

The first ranked Tenderer (the “**Selected Tenderer**”) may, if necessary, be invited for negotiations. The negotiations shall be either for reducing the price of the Tender, or for re-confirming the obligations of the Consultant, and discussing the deployment of Key Personnel, proposed methodology and work plan. The DFCCIL will also examine the CVs of all Other Professional Personnel and those not found suitable shall have to be replaced by the Tenderer to the satisfaction of the DFCCIL. If the negotiation with the Selected Tenderer fails, the Tender shall be cancelled and the DFCCIL will re-invite the Tender if required.

2.24 Substitution of Key Personnel

- 2.24.1 The DFCCIL will not normally consider any request of the Selected Tenderer for substitution of Key Personnel during negotiations as the ranking of the Tenderer is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution, will, however be permitted if the concerned Key Personnel is not available for reasons of any serious incapacity or due to ill health, subject to equally or better qualified and experienced personnel being substituted to the satisfaction of the DFCCIL.
- 2.24.2 The DFCCIL expects all the Key Personnel to be available during the first year (12 months) of implementation of the Contract. The DFCCIL will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of 20% of the Key Personnel subject to equally or better qualified and experienced personnel being substituted to the satisfaction of the DFCCIL. As a condition to such substitution, a sum equal to 20% of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant. Any subsequent substitution of Key Personnel by the Consultant shall be with equally or more competent and experienced personnel to the satisfaction of the DFCCIL.
- 2.24.3 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Tenderer or termination of the Contract.
- 2.24.4 The DFCCIL may direct the Consultant to replace any Key Personnel at any time during the implementation of the Contract on the basis of non-satisfactory performance or otherwise and the Consultant shall have to replace this Key Personnel with more competent and experienced personnel to the satisfaction of the DFCCIL.

2.25 Indemnity

The Consultant shall, subject to the provisions of the Contract, indemnify the DFCCIL for any direct loss or damage that is caused due to any deficiency in services. It shall take professional insurance for the amount specified in the Contract towards this end. This shall be over and above the Security Deposit and Performance Guarantee specified therein.

2.26 Award of Consultancy

After selection, a Letter of Acceptance (the “LOA”) shall be issued, in duplicate, by the DFCCIL to the selected Tenderer and the Selected Tenderer shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Tenderer is not received

by the stipulated date, the DFCCIL may, unless it consents to extension of time for submission thereof, forfeit and appropriate the EMD of such Tenderer in full on account of failure of the Selected Tenderer to acknowledge the LOA, and cancel the LOA.

2.27 Execution of Contract

After acknowledgement of the LOA as aforesaid by the Selected Tenderer, it shall execute the Contract within the period specified in the LOA, subject to such date not being earlier than one week after the date of issue of LOA. The Selected Tenderer shall not be entitled to seek any deviation in the Contract.

2.28 Commencement of Assignment

The Consultant shall commence the Services at the Project site within the period specified in LOA or such other date to be specified by the DFCCIL through a notice to proceed (the “**Notice to Proceed**” or “**NTP**”) subject to such date not being earlier than two week after the date of issue of the LOA. If the Consultant fails to either execute the Contract as specified in Clause 2.27 or commence the assignment as specified herein, the DFCCIL may cancel the LOA or terminate the contract, as the case may be. In such an event, the EMD, Security Deposit and Performance Guarantee of the Selected Tenderer shall be forfeited/encashed and appropriated in full. Besides any other penal action as deemed fit by the DFCCIL will also be initiated.

2.29 Proprietary Data

All documents and other information provided by the DFCCIL or submitted by a Tenderer to the DFCCIL shall remain or become the property of the DFCCIL. Tenderers and the Consultant, as the case may be, are to treat all information as strictly confidential. The DFCCIL will not return any Tender or any information related thereto. All information collected, analysed, processed or in whatever manner, provided by the consultant to the DFCCIL in relation to the Consultancy shall remain or become the property of the DFCCIL.

2.30 Fraud and Corrupt Practices

- 2.30.1 The Tenderers and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Tender Document, the DFCCIL shall reject a Tender without being liable in any manner whatsoever to the Tenderer, if it determines that the Tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Selection Process. In such an event, the DFCCIL shall, without prejudice to its any other rights or

remedies, forfeit and appropriate the EMD or Security Deposit, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DFCCIL for, inter alia, time, cost and effort of the DFCCIL, in regard to the Tender Document, including consideration and evaluation of such Tenderer's Tender.

2.30.2 Without prejudice to the rights of the DFCCIL under Clause 2.29.1 hereinabove and the rights and remedies which the DFCCIL may have under the LOA or the Contract, if an Tenderer or Consultant, as the case may be, is found by the DFCCIL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Contract, such Tenderer or Consultant shall not be eligible to participate in any tender invited by the DFCCIL during a period of 2 (two) years from the date such Tenderer or Consultant, as the case may be, is found by the DFCCIL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.30.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DFCCIL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DFCCIL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project(s) or the LOA or the Contract, who at any time has been or is a contractor or design consultant of the DFCCIL in relation to any matter concerning the Project(s);
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the DFCCIL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.31 Pre-Bid Conference / Pre-Tender Conference

- 2.31.1 Pre-Tender Conference or Pre- Bid Conference of the Tenderers shall be convened at the designated date, time and place. It is not mandatory for any tenderer to participate in the Pre-Bid Conference. A maximum of two representatives of each Tenderer shall be allowed to participate on production of an authority letter from the Tenderer.
- 2.31.2 During the course of Pre-Tender Conference, the Tenderers will be free to seek clarifications and make suggestions for consideration of the DFCCIL. The DFCCIL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

2.32 Miscellaneous

- 2.32.1 The Selection Process shall be governed by and construed in accordance with the laws of India, and the Courts at the city, where the office of tender inviting official is located, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process or the Contract.
- 2.32.2 The DFCCIL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

- (b) consult with any Tenderer in order to receive clarification or further information;
- (c) retain any information and/or evidence submitted to the DFCCIL by, on behalf of and/or in relation to any Tenderer; and/or
- (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Tenderer.

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

_____ **END OF INSTRUCTION TO TENDERERS** _____

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Offers

3.1.1 Only those Tenderers whose Tenders are found responsive in terms of Clause 2.21 and who meet the eligibility criteria specified in Clause 2.2 determined in the sequence specified in Clause 2.19.3 shall qualify for evaluation under this Section 3. Tenders not meeting with the requirements at any stage as specified in Clause 2.19.3 shall be rejected. Tenderers will be evaluated on the basis of Tenderer's experience and the professional qualifications and experience of Key Personnel. Only those Tenderers whose Technical Offer score 70(seventy) marks or more out of 100 shall qualify for further consideration and selection.

3.1.2 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum marks	Criteria
1	Firm's Relevant Experience	30	<p>For completed/substantially completed Eligible Assignments as defined in clauses 3.1.3 and 5.20, marks will be allotted as per the following:</p> <ol style="list-style-type: none"> 1) For one substantially completed Eligible Assignment: 18 marks 2) For one completed Eligible Assignment: 20 marks 3) For two substantially completed Eligible Assignments: 20 marks 4) For more than two substantially completed Eligible Assignments: 22 marks 5) For one completed and one substantially completed Eligible Assignment: 22 marks 6) For one completed and two or more substantially completed Eligible Assignments: 23 marks 7) For two completed Eligible Assignments: 24 marks 8) For two completed and one substantially completed Eligible Assignment: 26 marks 9) For two completed and two or more substantially completed Eligible Assignments: 28 marks 10) For three or more completed Eligible Assignments: 30 marks <p>Note - The meaning of substantially</p>

Item Code	Parameter	Maximum marks	Criteria
			completed assignment is defined in clause 2.2.2(A).
2	Key Personnel's Professional Qualification, length of total Professional Experience and length of Relevant Experience	70	<p>Number of Key personnel required and their responsibilities shall be as per Clause 5.18.3 (i), Conditions of eligibility for the Key Personnel shall be as per Clause 5.18.3 (ii) and maximum marks to be awarded to each Key Personnel out of 70 marks shall be as per Clause 5.19. Marks for each Key Personnel will be awarded as given below, based on professional qualification, length of total professional experience and length of relevant experience as defined in clause 5.18.3:-</p> <p>(a) Professional qualification - 30 per cent marks- The breakup of this 30 per cent shall be as under:-</p> <p>(i) Essential - Diploma in relevant engineering domain. If the Key Personnel has a Diploma in the relevant engineering domain, he shall be awarded 20 per cent marks</p> <p>(ii) Preferred - Graduate degree in relevant engineering domain. If the Key Personnel has a graduate degree in the relevant engineering domain, he shall be awarded 30 per cent marks.</p> <p><u>Note</u> - For Team Leader essential qualification shall be graduate degree in relevant engineering domain and he shall be awarded 30 per cent marks, if he has graduate degree</p> <p>(b) Length of experience -70 per cent marks. The breakup of this 70 per cent shall be as under:</p> <p>Experience shall be divided into two parts i.e. total professional experience and relevant experience for the assignment.</p> <p>Total professional experience shall be assigned 25 per cent marks and relevant experience shall be assigned 45 per cent marks.</p> <p>(i) If the key personnel is having length of total professional experience equal to the length of total professional experience required for eligibility as specified in Clause</p>

Item Code	Parameter	Maximum marks	Criteria
			<p>5.18.3 (ii), he shall be assigned 15 per cent marks, and additional two per cent mark shall be assigned for each additional year of experience subject to maximum of total 25 per cent.</p> <p>(ii) If the key personnel is having length of relevant experience equal to the length of relevant experience required for eligibility as specified in Clause 5.18.3 (ii), he shall be assigned 30 per cent marks, and additional 3 per cent marks shall be assigned for each additional year of relevant experience subject to maximum of total 45 per cent marks.</p>

3.1.3 Eligible Assignments

For the purposes of determining conditions of Eligibility and for evaluating the Technical offers under this Tender, completed/ substantially completed contracts of Project Management Consultancy Services/ General Consultancy Services/ Services of Independent Engineer (the services actually provided under the contract must include construction supervision) for the projects specified in Clause 5.20 shall be deemed as Eligible Assignments (the “**Eligible Assignments**”).

Note1- For definition of completed/substantially completed assignments refer clause 2.2.2(A)

Note2- Contracts of Independent Engineer services refer to contracts given by Concession awarding Authorities to consulting firms to independently review activities associated with design, design review, construction supervision, quality control etc. of the project on behalf of both the Authority and the Concessionaire so as to ensure compliance of the requirements of the provisions of Concession Agreement.

3.1.4 Eligible Assignments undertaken by the Tenderer in railway as well as non-railway sectors shall be equally treated.

3.2 Short-listing of Tenderers

Tenderers ranked as aforesaid shall be technically pre-qualified and short-listed for financial evaluation in the second stage. However, if the number of such short-listed Tenderers is less than two, the DFCCIL may, in its sole discretion, pre-qualify the Tenderer(s) whose technical score is less than 70 but not in any

case less than 50, provided that in such an event, the total number of pre-qualified and short-listed Tenderers shall not exceed two. In other words for example if only one Tenderer secures more than 70 and gets shortlisted, then the Tenderer who has secured the highest score among those who have not got shortlisted (securing score between 50 and 70) shall be considered and short listed notwithstanding his score being less than 70. The DFCCIL shall notify those Tenderers whose Technical Offers did not meet the minimum qualifying standard or whose Tenders were rejected at any of the evaluation stage specified hereabove. Their Financial Offers will not be opened by the DFCCIL after completing the Selection Process and no further correspondence would be entertained.

3.3 Evaluation of Financial Offers

3.3.1 Financial Offers of only the short-listed Tenderers shall be opened.

3.3.2 For the purpose of evaluation, the total cost shall include all taxes and duties for which the DFCCIL will make payments to the Consultant.

3.3.3 The DFCCIL will determine whether the Financial Proposals are complete, unqualified and unconditional. If there are conditions attached to any Financial Offer, which shall have bearing on the total costs as indicated in the Offer, the DFCCIL shall reject such Offers as non-responsive Financial Offer. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Tenderer to be compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Consultant.

3.4 Final Selection

3.4.1 The Financial Offers will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for invitation for negotiation (if required) and award of contract.

3.4.2 The negotiation with the Selected Tenderer, L-1 will be carried out as specified in Clause 2.23.

_____END OF CRITERIA FOR EVALUATION_____

VOLUME I

SCHEDULE I

**GENERAL CONDITIONS OF CONTRACT
(GCC)**

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1. (1) **Definition:-**In these General conditions of Contract, the following terms shall have the meaning assigned hereunder except where the context otherwise requires:-

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway / DFCCIL or of the Successor Railway/DFCCIL authorized to deal with any matter which these presents are concerned on his behalf.
- (b) "General Manager of Railway " shall mean the officer - in-charge of the General Superintendence and Control of the Railway and shall mean and include their successors, of the successor Railway and shall also include Managing Director/ Director of DFCCIL;
- (c) "Chief Engineer" shall mean the officer - in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Signal and Telecommunication Engineer, Chief Signal and Telecommunication Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction) and shall also include Group General Manager (GGM) / General Manager (GM)/ Chief Project Manager (CPM) of DFCCIL.
- (d) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall also mean any officer nominated by "Railway" and shall mean and include their successors of the successor Railway.
- (e) "Engineer" and Employer's Engineer shall mean the Chief Project Manager of DFCCIL and PMC appointed by DFCCIL.
- (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal and Telecommunication Engineer and Assistant Electrical Engineer, APM / PM /Dy. CPM / Add. CPM of DFCCIL in direct charge of the work and shall include any Sr. Sec. / Sec / Jr. Engineer / Executive / Sr. Executive, APM/PM / Dy. CPM of DFCCIL of Civil Engineering / Signal & Telecommunication Engineering / Electrical Engineering Department appointed by the Railway / DFCCIL and shall mean and include the Engineer's Representative of the PMC appointed by Railway/DFCCIL.
- (g) "Contractor" shall mean the person / Firm / Company / JV whether incorporated or not who enters into the contract with the DFCCIL and shall include their executors, administrators, and successors and permitted assigns.
- (h) "Contractor's authorised engineer" shall mean a graduate engineer having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- (i) "Contract" shall mean and include the Agreement of Work Order, the accepted schedule of rates of the Schedule or Rates of Railway / DFCCIL modified by the

tender percentage for items of work quantified, or not quantified, General Conditions of Contract, Special Conditions of Contracts, if any, Drawings, Specifications, Additional / Special Specifications, if any and tender forms, if any, and all other documents included as part of contract.

- (j) "Works" shall mean the works to be executed in accordance with the contract.
 - (k) "Specifications" shall mean the Specifications for materials and works referred / mentioned in tender documents.
 - (l) "Schedule of rates of Railway" shall mean the schedule of rates issued under the authority of the Chief Engineer from time to time and shall also includes Rates specified in tender document.
 - (m) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
 - (n) "Constructional Plan" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (o) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
 - (p) "Site" shall mean the land and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway/DFCCIL for the purpose of the Contract.
 - (q) "Period of Maintenance" shall mean the defect liability period (DLP) from the date of completion of the works as certified by the Engineer.
- 1. (2) Singular and Plural:-** Words importing the singular number shall also include the plural and vice versa where the context requires.
- 1.(3) Headings & marginal headings:-**The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

GENERAL OBLIGATION

- 2. (1) Execution Co-relation and intent of contract Documents:-**The contract documents shall be signed in triplicate by the DFCCIL and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipments and transportation necessary for the proper execution of work. Materials or work not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the DFCCIL to the contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.
- 2.(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project Authority/DFCCIL or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect all respects as if the Contractor and the Successor Railway/Project were parties there to from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
- 2.(3)** If for administrative or other reasons the contract is transferred to the Successor Railway/Successor Project Authority of DFCCIL the contract shall not withstanding any things contained herein contrary there to, be binding on the Contractor and the Successor Railway /Project Authority/ DFCCIL in the same manner and take effect in all respect as if the Contractor and the Successor Railway/ successor Project Authority of DFCCIL had been parties thereto from the date of this contract. The contract shall be Administered/Managed by GGM/GM/CPM/nominated by DFCCIL.
- 3.(1) Law governing the contract:-**The contract shall be governed by the law for the time being in force in the Republic of India.
- 3.(2) Compliance to regulations and bye-laws:-**The contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any location authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reasons for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect thereof. The contractor shall be bound to give all notices required by statute, regulations

or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect hereof.

4. **Communications to be in writing:-** All notices, communications, reference and complaints made by the DFCCIL or the Engineer or the Engineer's representative or the contractor inters concerning the work shall be in writing and no notice, communication, reference or complaint not in writing shall be recognized.
5. **Service of Notices on Contractors:-** The contractor shall furnish to the Engineer the name designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have

been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the contractor to the Engineer.

6. **Occupation and use of land:-** No land belonging to or in the possession of the Railway / DFCCIL shall be occupied by the Contractor without the permission of the Railway / DFCCIL. The Contractor shall not use, or allow to be used, the site for any purposes other than that of executing the works. Whenever non-railway bodies / persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
7. **Assignment or subletting of contract:-** The contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein any manner whatsoever without the special permission in writing of the DFCCIL. Any breach of this condition shall entitle the DFCCIL to rescind the contract under clause 62 of these conditions and also render the contractor liable for payment to the DFCCIL in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the DFCCIL and shall not relieve the contractor of any responsibility under the contract.
8. **Assistance by the DFCCIL for the Stores to be obtained by the Contractor:-** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the DFCCIL may have agreed without any liability therefore to endeavor to obtain or assist the contractor in obtaining the required quantities of such materials as may be

specified in the tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material the contractor shall not be deemed absolved of his own responsibility and shall keep in touch with day to day positions regarding their availability and accordingly adjust progress of works including employment of labour and the DFCCIL shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or no supply.

9. Deleted

10. **Carriage of materials:-** No forwarding orders shall be issued by the DFCCIL for the conveyance of contractor's materials, tools and plant by Rail which may be required for use in the works and the contractor shall pay full freight charges at public tariff rates therefore.

11. Deleted

12. **Representation on Works:-**The contractor shall, when he is not personally present on the site of the works place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

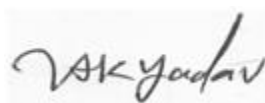
13. **Relics and Treasures:-**All gold, silver, oil and other minerals of any description and all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the DFCCIL and the Contractor shall duly preserve the same to the satisfaction of the DFCCIL and shall from time to time deliver the same to such person or persons as the DFCCIL may appoint to receive the same.

14. **Excavated material:-**The contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stones, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the DFCCIL provided that the contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

- 15. Indemnity by Contractors:-** The contractor shall indemnify and save harmless the Railway/DFCCIL from and against all actions, suit proceedings losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways /DFCCIL by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
- 16.(1) Security Deposit:-** The earnest money deposited by the contractor with this tender will be retained by the Railways / DFCCIL as part of security for the due and faithful fulfillment of the contract by the contractor. The balance to make up the security deposit, the rates for which are given below, may be deposited by the contractor in cash or may be recovered by percentage deduction from the contractor's "on account" bills. Provided also that in case of defaulting contractor the DFCCIL may retain any amount due for payment to the contractor on the pending "on account bills" so that the amounts so retained may not exceed 10% of the total value of the contract.
- 16.(2) Recovery of Security Deposit:** - Unless otherwise specified in the special conditions, if any, the Security Deposit / rate of recovery / mode of recovery shall be as under:
- (a) Security Deposit for each work should be 5% of the contract value.
 - (b) The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
 - (c) Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG (except Note (ii) below); FD etc. shall be accepted towards Security Deposit. Security deposit shall be returned to the contractor after the expiry of the Defect Liability Period in all the cases other than Note (i) mentioned below and after passing the final bill based on No Claim Certificate with the approval of the Competent Authority. The Competent Authority shall normally be the authority who is competent to sign the contract. If this competent authority is of the rank lower than JA grade / CPM, DFCCIL, then JA grade officer / CPM, DFCCIL (Concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to Railways / DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

Note:

Signature of Tenderer(s)



- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of contracts of value Rs.50 crore and above, irrevocable Bank Guarantee can also be accepted as a mode of obtaining security deposit.

16.(3) No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the contractor under the contract, but Government Securities deposited in terms of Sub-clause (1) of this clause will be payable with interest accrued thereon.

16.(4) Performance Guarantee (P.G.)

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 30 (thirty) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 30 (thirty) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 15% per annum shall be charged for the delay beyond 30 (thirty) days, i.e. from 31st day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- (b) The successful bidder shall submit the performance Guarantee in any of the following forms amounting to 5% of the contract value:
 - (i) A deposit of Cash
 - (ii) Irrevocable Bank Guarantee
 - (iii) Government Securities including State Loan Bonds at 5 percent below the market value
 - (iv) Deposit receipts, pay orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;
 - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks;
 - (vi) A Deposit in the Post Office Saving Bank;
 - (vii) A deposit in the National Savings Certificates.
 - (viii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds; and

- (xi) Unit Trust Certificates at 5 per cent below market value or at the face value whichever is less.

Note: The instruments as listed above will also be acceptable for Guarantees in case of Mobilization advance.

- (c) The performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the contract agreement. The agreement should normally be signed within 30 (thirty) days after the issue of LOA and the Performance Guarantee shall also be submitted within this time limit. This PG shall be initially valid up to stipulated date of completion plus 60 days beyond that. In case, the time limit for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor will not change for variation upto 25 % (either increase or decrease). In case during the course of execution, value of the contract increases by more than 25 % of the original contract value, an additional performance guarantee amounting to 5 % (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- (e) The performance Guarantee (PG) shall be released after the physical completion of the work based on the 'completion certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The security deposit shall, however, be released only after the expiry of the defect liability period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- (f) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk and cost of the failed contractor, the failed contractor shall be debarred from participating 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 in his / her individual capacity or as a partner of any other JV / partnership firm.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India / DFCCIL is entitled under the contract (no 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 President of India / 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 the 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 President of India.

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

17- A Extension of time in Contracts:- Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:-

- (i) **Extension due to modification:-** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in

any case not less than one month before the expiry of the date fixed for completion of the works.

- (ii) **Extension for delay not due to DFCCIL or Contractor:-** If in the opinion of the Engineer the progress of work has any time been delayed by any act or neglect of DFCCIL's employees or by other contractor employed by the DFCCIL under sub-clause (4) of clause 20 of these conditions or in executing the work not forming part of the contract but on which contractor's performance necessarily depends or by reasons of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the contractor not having received in due time necessary instructions from the DFCCIL for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time. The Engineer on receipt of such request from the contractor shall consider the same and shall grant such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby.

No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable as if such extended period of time was originally provided in the original contract itself.

- (iii) **Extension for delay due to DFCCIL:-** In the event of any failure or delay by the DFCCIL to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions any other delay caused by the DFCCIL due to any other cause whatsoever, then such Failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to damages or compensation therefore, but in any such case, the DFCCIL may grant such extension or extensions of the completion date as may be considered reasonable.

- 17-B Extension of time for delay due to contractor:-** The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract for the reasons

other than the reasons specified in clause 17 and 17-A, the DFCCIL may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the contractor for further extension of (Performa at Form No. 14) time as the Engineer may decide. On such extension the DFCCIL will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the contractor as agreed damages and not by way of penalty a sum equivalent to $\frac{1}{2}$ of 1% of the contract value of the works for each week or part of the week.

For the purpose of this clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition, shall not exceed the under noted percentage value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

- (i) For contract value up to Rs. 2 lakhs - 10% of the total value of the contract
- (ii) For contracts valued above Rs. 2 lakhs- 10% of the first Rs.2 lakhs and 5% of the balance

Further competent authority while granting extension to the currency of contract under clause 17(B) of GCC may also consider levy of token penalty as deemed fit based on the merit of the case. Provided further, that if the DFCCIL is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the DFCCIL shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's security deposit and rescind the contract under clause 62 of these conditions, whether or not actual damage is caused by such default.

18.(1) Illegal Gratification:- Any bribe, commission, gift or advantage given, promised or offered by or on behalf to the contractor or his partner, agent or servant or, anyone on his behalf, to any officer or employee of the DFCCIL, or to any person on his behalf in relation to obtaining or execution of this or any other contract with the DFCCIL shall, in addition to any criminal liability which he may incur, subject contractor to the rescission of the contract and all other contracts with the DFCCIL and to the payment of any loss or damage resulting from such decision and the DFCCIL shall be entitled to deduct the amounts so payable from any moneys due to the Contractor(s) under this contract or any other contracts with the DFCCIL.

18.(2) The contractor shall not lend or borrow from or have or enter into any monetary dealings and transactions either directly or indirectly with any employee of the DFCCIL and if he shall do so, the DFCCIL shall be entitled forthwith to rescind the

contract and all other contracts with the DFCCIL. Any question or dispute as to the commission or any such offence or compensation payable to the DFCCIL under this clause shall be settled by the General Manager/ROB /CPM of the DFCCIL, in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive. In the event of rescission of the contract under this clause, the contractor will not be paid any compensation whatsoever except payments for the work done up to the date of rescission.

EXECUTION OF WORKS

- 19.(1) Contractor's understanding:-** It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the progress of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.
- 19.(2) Commencement of works:-**The contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.
- 19.(3) Accepted Programme of work:-** The contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/PERT/CPM. He shall also submit the details of organization (in terms of labour and supervisors) plant and machinery, that he intends to utilize (from time to time) for execution of the Work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the contractor in achieving earlier completion of item or whole of the works than indicated in the programme.
- 19.(4) Setting out of works:-** The contractor shall be responsible for the correct setting out of all works in relation to original points, lines and levels of reference at his cost. The contractor shall execute the work true to alignment, grade, levels and dimensions as shown in the drawing and as directed by the Engineer's representative and shall check these at frequent intervals. The contractor provide all facilities like labour and instruments and shall co-operate with the Engineer's representative to check all alignment, grades, levels and dimensions.

If, at any time, during the progress of the works any error shall appear or arise in any part of the work, the contractor, on being required so to do by the Engineer's representative shall, at his own cost rectify such errors, to the satisfaction of the Engineer's representative. Such checking shall not absolve the contractor of his own responsibility of maintaining accuracy in the work. The contractor shall carefully protect and preserve all bench marks, sight rails, pegs and other things used in setting out the work.

- 20.(1) **Compliance to Engineer's instructions:-**The Engineer shall direct the order in which the several parts of the works shall be executed and the contractor shall execute without delay all orders given by the Engineer from time to time but the contractor shall not be relieved thereby from responsibility for the due performance of the works in all respects.
- 20.(2) **Alterations to be authorized:-**No alterations in or additions to or omissions or abandonment of any part of the works shall be deemed authorized, except under instructions from the Engineer, and the contractor shall be responsible to obtain such instructions in each and every case in writing from the Engineer.
- 20.(3) **Extra works:-** Should works over and above those included in the contract require to be executed at the site, the contractor shall have no right to be entrusted with the execution of such works which may be carried out by another contractor or contractors or by other means at the option of the DFCCIL.
- 20.(4) **Separate contracts in connection with works:-** The DFCCIL shall have the right to let other contracts in connection with the works. The contractor shall afford other contractors reasonable opportunity for the storage of their materials and the execution of their works and shall properly connect and coordinate his work with theirs. If any part of the contractor's work depends for proper execution or result upon the work of another contractor(s), the contractor shall inspect and promptly report to the Engineer any defects in such works that render it unsuitable for such proper execution and results. The contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.
21. **Instruction of Engineer's Representative:-** Any instructions or approval given by the Engineer's representative to contractor in connection with the works shall bind the contractor as though it had been given by the Engineer provided always as follows:
- (a) Failure of the Engineer's representative to disapprove any work or materials shall not prejudice, the power of the Engineer thereafter to disapprove such work or material and to order the removal or breaking up thereof.

- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the Engineer who shall there upon confirm or vary such decision.
- 22.(1) Adherence to specifications and drawings:-** The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If contractor performs any works in a manner contrary to the specifications or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing therefore and shall be responsible for all loss to the DFCCIL.
- 22.(2) Drawings and specifications of the works:-** The contractor shall keep one copy of drawings and specifications at the site, in good order, and such contract documents as may be necessary available to the Engineer or the Engineer's representative.
- 22.(3) Ownership of drawings and specifications:-** All drawings and specifications and copies thereof furnished by the DFCCIL to the Contractor are deemed to be the property of the DFCCIL. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the contractor to the DFCCIL on completion of the work or termination of the contract.
- 22.(4) Compliance with Contractor's request for details:-** The Engineer shall furnish with reasonable promptness, after receipt by him of the contractor's request for the same, additional instructions by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawing and instructions shall be consistent with the contract Documents and reasonably inferable there from.
- 22.(5) Meaning and intent of specification and drawings:-** If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material, or as to the measurements of the works the decision of the Engineer thereon shall be final subject to the appeal (within 7 days of such decision being intimated to the contractor) to the General Manager/ROB or CPM who shall have the power to correct any errors, omissions, or discrepancies in aforementioned items and whose decision in the matter in dispute or doubt shall be final and conclusive.
- 23. Working during night:-** The contractor shall not carry out any work between sun-set and sun-rise without the previous permission of the Engineer.
- 24. Damage to Railway / DFCCIL property or private life and property:-** The contractor shall be responsible for all risk to the work and for trespass and shall

make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway / DFCCIL and this although all reasonable and proper precautions may have been taken by the contractor, and in case the Railway / DFCCIL shall be called upon to make good any costs, loss or damages, or to pay an compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the contractor the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway / DFCCIL may incur in reference thereto, shall be charged to the contractor. The Railway / DFCCIL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to contractor, as aforesaid any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

- 25. Sheds, stores houses and Yards:-**The contractor shall at his own expense provide himself with sheds, stores houses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the contractor shall keep at each such sheds, stores houses and yard a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and the Engineer's representative shall have free access to the said sheds, store houses and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand, and any materials or plan which the Engineer may object to shall not be brought upon or used in the works, but shall be forthwith removed from the sheds, store houses or yards by the contractor. The contractor shall at his own expenses provide and maintain suitable mortar mills, soaking vats or any other equipments necessary for the execution of the works.
- 26. Provision of efficient and competent Staff at work sites by the Contractor:-**
- 26.1** The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary direction to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors, workmen and labourers in or about the execution of any of these works as are careful and skilled in the various trades.

26.2 The contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

26.3 In the event of the Engineer being of the opinion that the contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed, the contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the contractor to comply with such instructions will entitle the DFCCIL to rescind the contract under clause 62 of these conditions.

26A. Deployment of Qualified Engineers at Work Sites by the Contractor:

26A.1 The contractor shall also employ Qualified Graduate Engineer or Qualified Diploma Holder Engineer, based on value of contract, as may be prescribed by the Ministry of Railways through separate instructions from time to time.

26A.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay penalty at the rates, as may be prescribed by the Ministry of Railways through separate instructions from time to time for the default period for the provisions, as contained in Para 26A.1.

26A.3 Deleted

27.(1) Workmanship and testing:- The whole of the works and / or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the contractors may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the contractor.

27.(2) Removal of improper work and materials:- The Engineer or the Engineer's Representative shall be entitled to order from time to time:

- (a) the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings.
- (b) the substitution of proper and suitable materials, and
- (c) the removal and proper re-execution, notwithstanding any previous tests thereof or on account payments therefore, of any work which in respect of materials or workmanship; is not in his opinion in accordance with the specifications and in case of default on the part of the contractor in carrying out such order the DFCCIL shall be entitled to rescind the contract under clause 62 of these conditions.

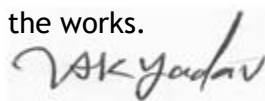
28. Facilities for inspection:- The contractor shall afford the Engineer and the Engineer's Representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and the Engineer's Representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or being prepared.

29. Examination of work before covering up:- The contractor shall give 7 days' notice to the Engineer or the Engineer's representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurements in order that the work may be inspected or that correct dimensions may be taken before being so covered, placed beyond the reach of measurement in default whereof, the same shall at the option of the Engineer or the Engineer's representative be uncovered and measured at the contractor's expense or no allowance shall be made for such work or materials.

30. Temporary Works:- All temporary works necessary for the proper execution of the works shall be provided and maintained by the contractor and subject to the consent of the Engineer shall be removed by him at his expenses when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the contractor to remove the temporary works, the Engineer will cause them to be removed and cost as increased by supervision and other incidental charges shall be recovered from the contractor. If temporary huts are provided by the contractor on the Railway / DFCCIL land for labour engaged by him for the execution of works, the contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the contractor's labour refuse to vacate, and have to be rejected by the Railway / DFCCIL necessary expenses incurred by the Railway / DFCCIL in connection therewith shall be borne by the contractor.

31.(1) Contractor to supply water for works:- Unless otherwise provided in the contract, the contractor shall be responsible for the arrangements to obtain supply of water necessary for the works.

Signature of Tenderer(s)



31.(2) Deleted

31.(3) Deleted

31.(4)(a) Contractor to arrange supply of Electric power for works:- Unless otherwise provided in the contract, the contractor shall be responsible for arrangements to obtain supply of electric power for the works.

31.(4)(b) Deleted

30. Property in materials and plant:- The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, they are brought upon the site of the said land, be deemed to be the property of the Railway / DFCCIL. Such of them as during the progress of the works are rejected by the Engineer under Clause 25 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejection, declaration or grant cease to be deemed the property of the Railway / DFCCIL and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in any way diminish the liability of the Contractor nor shall the Railway / DFCCIL be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured or destroyed by fire, tempest or otherwise.

33.(1) Tools, Plant and Materials Supplied by DFCCIL:- The Contractor shall take all reasonable care of all tools, plant and materials or other property whether or a like description or not belonging to the DFCCIL and committed to his charge for the purpose of the works and shall be responsible for all damage or loss caused by him, his agents, permitted subcontractor, or his workmen or others while they are in his charge. The Contractors shall sign accountable receipts for tools, plants and materials made over to him by the engineer and on completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

33(2) Hire of DFCCIL / Railway's Plant:- such plant as concrete mixers, compressors and portable engines for use during execution of the works on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

34.(1) Precaution during progress of works:- During the execution of works, unless otherwise specified, the Contractor shall at his own cost provide the materials for and execute all shoring, timbering and strutting works as is necessary for the stability and safety of all structures, excavations and works and shall ensure that

no damage, injury or loss is caused or likely to be caused to any person or property.

34.(2) Roads and Water courses:- Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensations claimed for any unauthorized closure, cutting through, alterations, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of contract, or otherwise according to law.

34.(3) Provision of access to premises:- During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may maintain at his own cost barriers, lights and other safeguards as prescribed by the Engineer, for the regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be executed night and day if so ordered by the Engineer and with such vigour so that the traffic way be impeded for as short a time as possible

34.(4) Safety of Public:- The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or DFCCIL/Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.

35. Deleted.

36.(1) Suspension of works:- The Contractor shall on the order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer. If such suspension is:-

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by the reason of weather conditions or by some default on the part of the Contractor, and/or
- (c) Necessary for the safety of the works or any part thereof.

36.(2) The Contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspensions exceeds 14 days, the contractor shall be entitled to

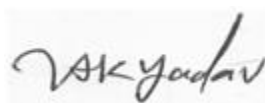
such extension of time for completion of the work as the Engineers may consider proper having regard to the period or periods of such suspensions and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

36.(3) Suspension lasting more than 3 months:- If the progress of the works or any part thereof is suspended on the order of the Engineer for more than three months at a time, the Contractor may serve a written notice on the Engineer requiring permission within 15 days from the receipt thereof to proceed with the works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by further written notice so served may, but is not bound to, elect to treat the suspension where it affects part only of the works as an omission of such part or where it affects the whole of the works, as an abandonment of the contract by the DFCCIL.

37. Rates for items of works:- The rates, entered in the accepted Schedule of Rates of the Contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of the contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight, of materials, stores, patterns, profiles, moulds, fittings, centring, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the DFCCIL, the erection, maintenance and removal of all temporary works and, buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the DFCCIL, the setting of all work and of the construction, repair and upkeep of all centre lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties of expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract, and all such other incidental charges or contingencies as may have been specially provided for in the specifications.

38. Deleted

Signature of Tenderer(s)



- 39.(1) Rates for extra items of works:-** Any type of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted schedules of rates shall be executed at the rates set forth in the "Schedule of Rates of Railway" modified by the tender percentage and such items are not contained in the latter, at the rate agreed upon between the Engineer and the Contractor before the execution of such items of work and the Contractors shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted schedule of rates does not include rate or rates for the extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the DFCCIL shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.
- 39.(2)** Provided that if the Contractor commences work or incurs any expenditure in regard thereto before the rates as determined and agreed upon as lastly hereunto fore-mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of rates as aforesaid according to the rates as shall be fixed by the Engineer. However if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the CPM/General Manager/ROB within 30 days of getting the decision of the Engineer, supported by analysis of the rates claimed. The CPM's/ General Manager's decision after hearing both the parties in the matter would be final and binding on the Contractor and the DFCCIL.
- 40.(1) Handing over of works:-** The Contractor shall be bound to hand over the works executed under the contract to the DFCCIL complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the contractor shall be bound to observe any such determination of the Engineer.
- 40.(2) Clearance of site on completion:-** On completion of works, the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and works clean and in a workman like condition to the satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be paid, held to be due or shall be made to the, Contractor till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him, and such clearance may be made by the Engineer at

the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expenses of the Contractor, the DFCCIL shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal there from which removal may be effected by means of public sales of such materials and property or in such a way as deemed fit and convenient to the Engineer.

VARIATIONS IN EXTENT OF CONTRACT

41. **Modification to contract to be in writing:-** In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the DFCCIL and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the DFCCIL unless and until the same is incorporated in a formal instrument and signed by the Contractor, and till then the DFCCIL shall have the right repudiate such arrangements.
- 42.(1) **Powers of modification to contract:-** The Engineer on behalf of the DFCCIL shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- 42.(2) (i) Unless otherwise specified in the contract, the accepted variation in quantity of each individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work. The contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever up to the limit of 25% variation in quantity of individual item of works.
- (ii) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (iii) In case of foundation work, no variation limit shall apply and the work shall be carried out by the contractor on agreed rated irrespective of any variation.

42.(3) Valuation of variations:- The enlargements, extensions, diminution, reduction, alterations or additions referred to in sub-clause (2) of this clause shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items / quantities of work falling outside the purview of the provisions of sub-clause (2) above shall be paid for at the rates determined under clause-39 of these conditions.

42.(4) Variations In Quantities During Execution Of Works Contracts :- The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

1. Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
2. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of DFCCIL;

(i) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individual items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

- (b) The variation in quantities as per the above formula will apply only to the Individual items of the contract and not on the overall contract value.
 - (c) Execution of quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with approval of DFCCIL.
3. In cases where decrease is involved during execution of contract:
- (a) The contract signing authority can decrease the items upto 25% of individual item.
 - (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of competent authority, after obtaining 'No Claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
 - (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. - Deleted -
8. - Deleted -
9. - Deleted -
10. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per schedule of power of DFCCIL as per single tender should be obtained.

Note: Variation to be approved should be limited so as not to completely change the scope, character and purpose of the original contract.

CLAIMS

- 43.(1) Monthly Statement of Claims:-** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such work will be considered which has not been included in such particulars.
- 43.(2) Signing of “No Claim” Certificate:-** The Contractor shall not be entitled to make any claim whatsoever against the DFCCIL under or by virtue of or arising out of this contract, nor shall the DFCCIL entertain or consider any such claim, if made by the Contractor, after he shall have signed a “No Claim” Certificate in favour of the DFCCIL in such form as shall be required by the DFCCIL after the works are finally measured up. The contractor shall be debarred from disputing the correctness of the items covered by “No Claim” Certificate or demanding a clearance to arbitration in respect thereof.

MEASUREMENTS, CERTIFICATES AND PAYMENTS

- 44. Quantities in schedule annexed to Contract:-**The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the work to be executed by the Contractor in fulfillment of his obligations under the contract.
- 45.(i) Measurement of works by Railways /DFCCIL :-** The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which “on account” or final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measures. Failing the Contractor’s attendance the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the

Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

- (a) It shall be open to the Contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- (b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

45.(ii) Measurement of works by Contractor's Authorised Representative (If so allowed or instructed):-

(a) The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under Clause 39 of these conditions on the measurements taken by the Contractor's Authorised Engineer in accordance with the rules prescribed for the purpose by the DFCCIL. The quantities for items the unit of which in the accepted schedule of rates is 100 or 1000 shall be calculated to the nearest whole number, any; fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted schedule of rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test check may be conducted in his absence, and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below:

(b) Incorrect Measurement, actions to be taken:

If in case during test check or otherwise, it is detected by Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to

variation of 5% or more of claimed gross bill amount, action shall be taken as following:

(i) On first occasion of noticing exaggerated/false measurement, Engineer shall impose a penalty of 10% of the claimed gross bill value.

(ii) On any next occasion of noticing any exaggerated / false measurement, DFCCIL shall impose penalty of 15% of claimed gross bill value. In addition the facility of recording of measurements by contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurement shall be done by DFCCIL as per Clause 45(i) above.

46.(1) “On-Account” Payments:- The Contractor shall be entitled to be paid from time to time by way of “One-Account” payment only for such works as in the opinion of the Engineer he has executed in terms of the contract.

All payments due on the Engineer’s or the Engineer’s representative’s certificates of measurements or Engineer’s certified “Contractor’s authorised Engineer’s measurements” shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required by Clause 16 of these conditions, a retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to 10% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

46.(2) Rounding off amounts: - The total amount due on each certificate shall be rounded off to the nearest rupee i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Re. 1/- will be reckoned as Re. 1/-

46.(3) On Account Payments not prejudicial to final settlement: - “On-Account” payments made to the ‘Contractor shall be without prejudice to the final making up of the accounts (except where measurements are specifically noted in the Measurement Book as “Final Measurements” and as such have been signed by the Contractor and Engineer’s/Engineer’s Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

46.(4) Manner of payment: - Unless otherwise specified payments to the Contractor will be made by RTGS/NEFT only.

46A PRICE VARIATION CLAUSE:

Adjustment for changes in cost:

- (A) Price Adjustment: The amounts payable to the Consultant at the accepted remuneration rates as per agreement shall be adjusted by the formulae prescribed in this clause.
- (B) Other Changes in Cost: To the extent that full compensation for any rise or fall in the costs to the Consultant is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
- (C) Adjustment Formulae: Remuneration rates for the first 12 months from the date of commencement of services shall remain the same as accepted by the employer and indicated in the contract agreement. From the beginning of 13th month from the date of commencement of services, remuneration rates shall be adjusted as per the formula given below for every 12 months.

(i) When adjustment due date falls before original date of completion of services

$$R_t = R_{to} \times \left[0.1 + 0.9 \frac{I_t}{I_{to}} \right]$$

(ii) When adjustment due date falls in extension period for which extension is sanctioned for reasons not attributable to the consultant

$$R_t = R_{to} \times \left[\frac{I_t}{I_{to}} \right]$$

where

R_t is the adjusted remuneration,

R_{to} is the remuneration payable on the basis of the rates set forth in Form 18 of Appendix II for remuneration payable in local currency,

I_t is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the date of completion of every 12 months from date of commencement of services and,

I_{to} is the all India Consumer Price Index for Industrial Workers as published by RBI (Reserve Bank of India) Bulletin for the month on the day 28 days prior to the closing date of submission of proposals.

- (D) For other than remuneration rates there shall be no adjustment for rates or prices and they will remain fixed during the currency of the contract. In

case new category of personnel is required to be deployed (not provided in the contract), the base rate would be fixed with mutual consent of both parties and adjustment as above shall be applicable after 12 months from the initial deployment of such category.

- (E) Price adjustment shall not be applicable during the extension period for which extension is sanctioned for reasons attributable to the consultant.

47.0 Maintenance of works:- The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the Tender Form after the date of passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectively maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require, any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot, and the contractor shall be liable for and shall pay and make good to the DFCCIL or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to by reasons or in consequence of the operations of the Contractor or of his failure in any respect.

48.(1) Certificate of completion of works:- As soon as in the opinion of the Engineer, the works has been completed and has satisfactorily passed any final test or tests that may be prescribed, the Engineer shall issue a certificate of completion duly indicating the date of completion in respect, of the work and the period of maintenance of the work shall commence from the date of completion mentioned in such certificate. The Engineer may also issue such a certificate indicating date of completion with respect to any part of the work (before the completion of the whole of work), which has been both completed to the satisfaction of the Engineer and occupied or used by the DFCCIL. When any such certificate is given in respect of part of a work, such part shall be considered as completed and the period of maintenance of such part shall commence from the date of completion mentioned in the completion certificate issued for that part of the work.

48.(2) Contractor not absolved by completion Certificate:- The Certificate of completion in respect of the works referred to in sub-clause (1) of this clause shall not absolve the Contractor from his liability to make good any defects imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instruction of the Engineer, which defects, imperfections, shrinkages or faults

shall upon the direction in writing of the Engineer be amended and made good by the Contractor at his own cost: and in case of default on the part of Contractor the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections, shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

49.0 Approval only by maintenance Certificate:- No certificate other than maintenance certificate referred to in Clause 50 of the conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

50.(1) Maintenance Certificate:- The Contract shall not be considered as completed until a Maintenance Certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to sub clause (2) Clause 48 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this Clause notwithstanding the taking possession of or using the works or any part thereof by the DFCCIL.

50.(2) Cessation of DFCCIL Liability: - The DFCCIL shall not be liable to the Contractor for any matter arising out of or in connection with the contract of the execution of the works unless the contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under this clause.

50.(3) Unfulfilled Obligations:- Notwithstanding the issue of the Maintenance certificate the Contractor and (subject to sub-clause 2 of this clause) the DFCCIL shall remain liable for the fulfillment of any obligation incurred under the provision of the contract prior to the issue of the maintenance Certificate which remains unperformed at the time such certificate is issued and for the purposes of determining the nature and extent of any such obligations the contract shall be deemed to remain in force between the parties thereto.

51.(1) Final Payment:- On the Engineer's certificate of completion in respect of the works, adjustment shall be made and the balance of account based on the Engineer or the Engineer's representative's certified measurements or Engineer's Certified 'contractor's authorized engineer's measurements' of the total quantity

of work executed by the contractor upto the date of completion and on the accepted schedule or rates and for extra works on rates determined under Clause 39 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the DFCCIL in respect of the works or having delivered "No Claim Certificate" and the Engineer having after the receipt of such account given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the Contracts have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things, removed, disturbed or injured in consequence of the works have been properly replaced and made good and all expenses and demands incurred by or made upon the DFCCIL for or in the respect of damage or loss by from or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

51(2) Post Payment Audit:- It is an agreed term of contract that the DFCCIL reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts etc. and to make a claim on the contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have made in respect of any works done or alleged to have been done by him under the contract.

51.A Production of vouchers etc. by the Contractor:-

- (i) For a contract of more than one crore of rupees, the contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the engineer on the question of relevancy of any documents, information or return being final and binding in the parties).The contractor shall similarly produce vouchers; etc., if required to prove to the Engineer, that materials supplied by him, are in accordance with the specifications laid down in the contract.
- (ii) If any portion of the work in a contract of value more than one crore of rupees be carried out by a sub-contractor or any subsidiary or allied firm or company (as per Clause 7 of the General Conditions of Contract), the Engineer shall have power to secure the books of such sub-contract or any subsidiary or allied firm or company, through the contractor, and such books shall be open to his inspection.

- (iii) The obligations imposed by sub clause (i) & (ii) above is without prejudice to the obligations of the contractor under any statute rules or orders binding on the contractor.

52.0 Withholding and lien in respect of sums claimed:- Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the DFCCIL shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the contractor and for the purpose aforesaid, the DFCCIL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the DFCCIL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with this or any other DFCCIL or any Department of the Central Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under the contract is determined by the arbitrator (if the contract governed by the arbitration clause) or by the competent court as the case may be and that the contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. For the purpose of this clause, where the contractor is a partnership firm or a limited company, the DFCCIL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be whether in his individual capacity or otherwise.

52A. Lien in respect of claims in Other Contracts:-

(i) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the DFCCIL, against any claim of this or any other DFCCIL or any other Department of the Central Government in respect of a payment of a sum of money arising out of or under any other contract made by the contractor with this or any other Department of the Central Government.

(ii) However, recovery of claims of DFCCIL in regard to terminated contracts may be made from the Final Bills, Security Deposits and Performance Guarantees of

other contract or contracts, executed by the contractor. The Performance Guarantees submitted by the Contractor against other contracts, if required, may be withheld and encashed. In addition, 10% of each subsequent 'on-account bill' may be withheld, if required, for recovery of DFCCIL's dues against the terminated contract.

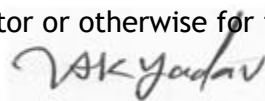
(iii) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the DFCCIL will be kept withheld or retained as such by the DFCCIL till the claim arising out of or under any other contract is either mutually settled or determined by arbitration, if the other contract is governed by arbitration clause or by the competent court as the case may be and contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the contractor.

53.0 Signature on Receipts for Amounts:- Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by anyone of the partners of a Contractor's firm be a good and sufficient discharge to the DFCCIL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor, partners during the pendency of the contract it is hereby expressly agreed that every receipt by anyone of the surviving Contractor partners shall if so signed as aforesaid be good a sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the DFCCIL may hereafter have against the legal representative of any contractor partner so dying for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interse.

LABOUR

54.0 Wages to Labour :- The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the "said Act" and the Rules made there under in respect of any referred to as the "said Act" and the Rules made there under in respect of any employees directly or through petty contractors or subcontractors employed by him on road construction or in building operations or in stone breaking or stone crushing for the purpose of carrying out this contract. If, incompliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the DFCCIL whether in connection with any work being executed by the Contractor or otherwise for the purpose of the DFCCIL such

Signature of Tenderer(s)



labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the DFCCIL, such money shall be deemed to be moneys paid by it as aforesaid within seven days after the same shall have been demanded, the DFCCIL shall be entitled to recover the same from any moneys due or accruing to the Contractor under this or any other Contract with the DFCCIL.

54A. Apprentices Act:-The Contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time in respect of apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the DFCCIL may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

Note: The contractors are required to engage apprentices when the works undertaken by them last for a period of one year or more and / the cost of works is rupees one lakh or more.

55.0 Provisions of payments of Wages Act:-The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made there under in respect of all employees directly or through petty contractors or sub-contractors employed by him in the works. If In compliance with the terms of the contract, the Contractor directly or through petty contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall never the less be deemed to comprise persons employed by the contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the contractor to repay such money to the DFCCIL deduct the same from moneys due to contractor in the terms of contract. The DFCCIL shall be entitled to deduct from any moneys due to the contractor (whether under this contract or any other contract) all moneys paid or payable by the DFCCIL by the way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

55A. Provisions of Contract labour (Regulation and Abolition) Act, 1970:

- 55A.(1)** The contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.
- 55A.(2)** The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Contract arising out of the resultant non-execution of the work.
- 55A.(3)** The Contractor shall pay to the labour employed by him directly or through subcontractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the works including any engaged by subcontractors in connection with the said work, as if the labour had been immediately employed by him.
- 55A.(4)** In respect of all labour directly or indirectly employed in the work for performance of the contractor's part of, the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- 55A.(5)** In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the DFCCIL is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the Contingent, liability of the DFCCIL due to the contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules the DFCCIL will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the DFCCIL under the section 20, sub-section (2) and section 2, sub-section (4) of the aforesaid Act, the DFCCIL shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the DFCCIL to the contractor whether under the contract or otherwise. The DFCCIL shall not be bound to contest any claim made against it under sub-section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the contractor and upon his giving to the DFCCIL full security for all costs for which the DFCCIL might become liable in contesting such claim. The decision of the DFCCIL regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the Contractor.

55B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952 :

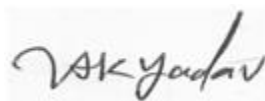
The Contractor shall comply with the provisions of Para 30 & 36- B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the DFCCIL from and against any claims under the aforesaid Act and the Rules.

55C. Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996" :

The tenderers, for carrying out any construction work, must get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt. and submit certificate of Registration, issued from the Registering Officer of the concerned State Govt. (Labour Dept.) . As per this Act, the tenderer shall be levied a cess @1% of cost of construction work, which would be deducted from each bill. Cost of material, when supplied under a separate schedule item, shall be outside the purview of cess.

56.0 Reporting of Accidents of Labour:-The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub- contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangements to render all possible assistance.**57.0 Provision of Workmen's Compensation Act:-** In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act 1923, DFCCIL is obliged to pay compensation to a workman directly or through petty contractor or subcontractor employed by the Contractor in executing the work, DFCCIL will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of DFCCIL under Section 12 Sub-section (2) of the said Act, DFCCIL shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by DFCCIL to the Contractor whether under these conditions or otherwise, DFCCIL shall not be bound to contest any claim made against it under Section 12 Sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to DFCCIL full security for all costs for which DFCCIL might become liable in consequence of contesting such claim.**57.1**

Signature of Tenderer(s)



- 57A. Provision of Mines Act:-** The contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made there under in respect of all the persons directly or through the petty contractors or sub-contractors employed by him under this contract and shall indemnify the DFCCIL from and against any claims under the Mines Act, or the rules and regulations framed there under, by or on behalf of any persons employed by him or otherwise.
- 58.0 DFCCIL not to provide quarters for Contractors:-**No quarters shall normally be provided by the DFCCIL for the accommodation of the contractor or any of his staff employed on the work.
- 59.(1) Labour Camps:-** The contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty contractors or sub-contractors and for temporary crèche (Bal-mandir) where 50 or more women are employed at a time. Suitable sites on DFCCIL land, if available, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the DFCCIL. All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.
- 59.(2) Compliance to rules for employment of labour:-** The contractor(s) shall conform to all laws, by-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.
- 59.(3) Preservation of peace:-** The contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the DFCCIL requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the DFCCIL shall be recoverable from the contractor.
- 59.(4) Sanitary arrangements:-** The contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative of the Medical staff of the DFCCIL. Should the contractor fail to make the adequate sanitary

arrangements, these will be provided by the DFCCIL and the cost therefore recovered from the contractor.

- 59.(5) **Outbreak of infectious disease:-** The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the DFCCIL. Should cholera, plague or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on health sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the DFCCIL and the cost therefore recovered from the contractor.
- 59.(6) **Deleted**
- 59.(7) **Medical facilities at site:** - The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the DFCCIL in relation to the strength of the Contractor's resident staff and workmen.
- 59.(8) **Use of intoxicants:** - The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the contractor or any of his employees shall be forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- 59.(9) **Non-employment of female labour:** - The Contractor shall see that the employment of female labour on / in Cantonment areas, particularly in the neighbourhood of soldier's barracks, should be avoided as far as possible.
- 59.(10) **Restrictions On The Employment Of Retired Engineers Of Railway/DFCCIL Services Within one Year Of Their Retirement :** The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Earnest Money Deposits (EMD), Performance Guarantee (PG) and Security Deposits (SD) of that contract.
- 60.(1) **Non-employment of labours below the age of 15:-** the Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or subcontractors for the execution of work.

- 60.(2) Medical Certificate of fitness for labour:** - It is agreed that the contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Form No.15) granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.
- 60.(3) Period of validity of medical fitness certificate:-** A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is, no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- 60.(4) Medical re-examination of labourer:-** Where any official appointed in this behalf by the Ministry of labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in the regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

EXPLANATIONS:-

(1) Only qualified medical practitioners can be appointed as “Certifying Surgeons” and the term “Qualified Medical Practitioners” means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933.

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

DETERMINATION OF CONTRACT

- 61.(1) Right of DFCCIL of determine the contract:-** The DFCCIL shall be entitled to determine and terminate the contract at any time should, in the DFCCIL's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the DFCCIL of such determination and the reasons therefor shall be conclusive evidence thereof.
- 61.(2) Payment on determination of contract:-** Should the contract be determined under sub clause (1) of this clause and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the work, the DFCCIL shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The DFCCIL's decision on the necessity and propriety of such expenditure shall be final and conclusive.
- 61.(3)** The contractor shall have no claim to any payment of compensation or otherwise, howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of contract.
- 62.(1) Determination of contract owing to default of contractor:-** If the Contractor should:-
- (i) Becomes bankrupt or insolvent, or
 - (ii) Make an arrangement with of assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
 - (iii) Being a Company or Corporation, go into liquidation (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or
 - (iv) Have an execution levied on his goods or property on the works, or
 - (v) Assign the contract or any part thereof otherwise than as provided in Clause 7 of these conditions, or
 - (vi) Abandon the contract, or
 - (vii) Persistently disregard the instructions of the Engineer, or contravene any provision of the contract, or
 - (viii) Fail to adhere to the agreed programme of work by a margin of 10% of the stipulated period, or
 - (ix) Fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under clause 25 and 27 of these conditions, or

- (x) Fail to take steps to employ competent or additional staff and labour as required under clause 26 of the conditions
- (xi) Fail to afford the Engineer or Engineer's representative proper facilities for inspecting the work or any part thereof as required under clause 28 of the conditions, or
- (xii) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the DFCCIL or to any person on his or on their behalf in relation to the execution of this or any other contract with this DFCCIL.
- (xiii)(A) At any time after the tender relating to the contract, has been signed and submitted by the Contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retired engineer of the gazetted rank or any other retired gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or not, in the DFCCIL for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may be, or

(xiii) (B) Fail to give at the time of submitting the said tender:-

- (a) The correct information as to the date of retirement of such retired engineer or retired officer from the said service, or as to whether any such retired engineer or retired officer was under the employment of the Contractor at the time of submitting the said tender, or
- (b) The correct information as to such engineers or officers obtaining permission to take employment under the contractor, or
- (c) Being a partnership firm, the correct information as to, whether any of its partners was such a retired engineer or a retired officer, or
- (d) Being in incorporated company, correct information as to whether any of its directors was such a retired engineer or a retired officer, or
- (e) Being such a retired engineer or retired officer suppress and not disclose at the time of submitting the said tender the fact of his being such a retired engineer or a retired officer or make at the time of submitting the said tender a wrong statement in relation to his obtaining permission to take the contract or if the contractor be a partnership firm or an incorporated company to be a partner or

director of such firm or company as the case may be or to seek employment under the contractor.

Then and in any of the said clause, the Engineer on behalf of the DFCCIL may serve the Contractor with a notice (Proforma at Form No.16) in writing to that effect and if the contractor does not within seven days after the delivery to him such notice proceed to make good his default in so far as theof being made good and carry on the work or comply with such directions as aforesaid of the entire satisfaction of the Engineer, the DFCCIL shall be entitled after giving 48 hour's notice (Proforma at Form No. 17) in writing under the hand of the Engineer to rescind the contract as a whole or in part or parts (as may be specified in such notice) and after expiry of 48 hour's notice, a final termination notice (Proforma at Form No. 18) should be issued and adopt the following courses:

To measure up or the whole or part of the work from which the contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.

62.(2) Right of DFCCIL after, rescission of contract owing to default of contractor:

In the event of any or several of the courses, referred to in sub-clause (1) of the clause, being adopted.

- (a) the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and contractor shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract unless and until the Engineer shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- (b) The Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.
- (c) The Engineer shall as soon as may be practicable after removal of the contractor fix and determine ex-parte or by or after reference to the

parties or after such investigation or enquiries as he may consider fit to make or institute and shall certify what amount(if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plan and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Engineer should be released expeditiously.

STATEMENT OF DISPUTES - INDIAN RAILWAY ARBITRATION RULES

63.0 Matters finally determined by the DFCCIL - All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Director /General Manager/CPM, DFCCIL and the Director/General Manager/CPM, DFCCIL shall within 120 days after receipt of the contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matter for which provision has been made in clauses 8, 18, 22.(5), 39, 43.(2), 45.(a), 55, 55A.(5), 57, 57A, 61.(1), 61.(2) and 62.(1) to (xiii)(B) of General Conditions of contract or in any special clause of the conditions of the contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause.

64. (1) Demand for Arbitration:-

64. (1) (i) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the DFCCIL of any certificate to which the contractor may claim to be entitled to, or if the DFCCIL fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 63 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1) (ii) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the DFCCIL, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1) (iii) (a) The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the DFCCIL.

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

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

64.(1)(iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v) If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the DFCCIL that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the DFCCIL shall be discharged and released of all liabilities under the contract in respect of these claims.

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

64.(3) Appointment of arbitrator

64.(3)(a)(i) In cases where the total value of all claims in question added together does not exceed Rs.25,00,000 (Rupees twenty five lakhs only), the Arbitral tribunal shall consist of a sole arbitrator nominated by the MD/DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitrator is received by MD/DFCCIL .

64.(3)(a)(ii) In cases not covered by the clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a Panel of three officials, as the arbitrators. For this purpose, the DFCCIL will send a panel of more than 3 names of DFCCIL officers which may also include the name(s) of Officer(s) empanelled to work as Arbitrator to the contractor within 60 days from the day when a written and valid demand for

arbitration is received by the MD/DFCCIL. Contractor will be asked to suggest to MD/DFCCIL at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The MD/DFCCIL shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. MD/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of selection grade of accounts department shall be considered of equal status to the officers in SA grade of other department of DFCCIL for the purpose of appointment of arbitrator.

- 64. (3)(a)(iii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the MD/DFCCIL fails to act without undue delay, the MD/DFCCIL shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).
- 64.(3) (a) (iv)** The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the arbitral Tribunal to make the award without any delay. The arbitral Tribunal should record day-to-day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- 64.(3)(a)(v)** While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.
- 64.(3)(b)(i)** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

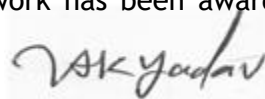
- 64.(3)(b)(ii)** A party may apply for corrections of any computational errors, any, typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of a specific point of award to tribunal within 60 days of receipt of the award.
- 64.(3)(b)(iii)** A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 64.(4)** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 64.(5)** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award
- 64.(6)** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by the DFCCIL from time to time and the fee shall be borne equally by both the parties.
- 64(7)** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause.

JOINT VENTURE (JV) FIRMS IN WORKS TENDERS

- 65.0 Participation of Joint Venture (JV) Firms in Works Tender:** This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board /DFCCIL from time to time.
- 65.1** Separate identity / name shall be given to the Joint Venture Firm.
- 65.2** Number of members in a JV Firm shall not be more than three.
- 65.3** A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same tender.
- 65.4** The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- 65.5** Normally earnest money deposit (EMD) shall be submitted only in the name of Employer "Dedicated Freight Corridor Corporation of India Limited" A/C JV Firm and not in the name of constituent member. However, in exceptional cases EMD in the name of Employer "Dedicated Freight Corridor Corporation of India Limited" A/C JV Firm and not in the name of Lead Member can be accepted subject to written confirmation from JV members to the effect, that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm.

- 65.6** One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year upto the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value and as defined in technical eligibility criteria. The other members shall have a share of not less than 20% each in case of JV Firms with upto three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- 65.7** A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the member JV firm, their share and responsibility and the JV firm etc. Particularly with reference to financial, technical and other obligation shall be furnished in the MOU. (The MOU format for this purpose is enclosed along with the tender, Form No. 9).
- 65.8** Once the tender is submitted, the MoU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- 65.9** Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (DFCCIL). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- 65.10** Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 65.11** On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- 65.12** On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got

Signature of Tenderer(s)



registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the DFCCIL before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses :

- 65.12.1** Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (DFCCIL) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways / DFCCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 65.12.2** Duration of the Joint Venture Agreement - It shall be valid during the entire currency of the contract including the period of extension, if any and the defect liability period after the work is completed.
- 65.12.3** Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 65.13** Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said Tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- 65.14** No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (DFCCIL) in respect of the said tender/contract.
- 65.15** Documents to be enclosed by the JV Firm along with the tender :
- 65.15.1** In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted :
- (a) Notary certified copy of the Partnership Deed,
 - (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

65.15.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed :

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.

65.15.3 In case one or more members is/are limited companies, the following documents shall be submitted :

a) Notary certified copy of resolution of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.

b) Copy of Memorandum and Articles of Association of the Company.

c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

65.15.4 Deleted

65.16 Credentials & Qualifying Criteria : Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria :

65.16.1 Technical Eligibility Criteria : As defined in Preamble and General Instructions to tenderers.

65.16.2 Financial Eligibility Criteria : As defined in Preamble and General Instructions to tenderers.

_____ **END OF GCC** _____

VOLUME I

SCHEDULE II

FORM OF AGREEMENT

FORM OF AGREEMENT**Project Management Consultancy for _____**

AGREEMENT No. _____

This Agreement (hereinafter called the “Contract”) is made on the _____ day of the month of _____ 2***, between, on the one hand, the President of India acting through _____ (hereinafter called the “the Railway” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, _____ (hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

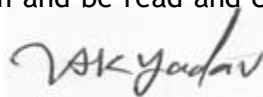
WHEREAS

- (A) The Railway vide its Tender for Project Management Consultancy Services (hereinafter called the “Consultancy”) for _____ (hereinafter called the “Project(s)”);
- (B) the Consultant submitted its offers for the aforesaid work, whereby the Consultant represented to the Railway that it had the required professional skills, and in the said offers the Consultant also agreed to provide the Services to the Railway on the terms and conditions as set forth in the Tender Document and this Contract; and
- (C) the Railway, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Acceptance No. _____ dated _____ (the “LOA”), Notice to Proceed No. _____ dated _____ (the “NTP”), which was accepted by the consultant vide its letter No _____ dated _____; and
- (D) In pursuance of LOA and NTP and Consultant’s acceptance thereto, the parties have agreed to enter into this Contract with effect from date _____.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The following documents along with all addenda issued thereto and attached hereto shall be deemed to form and be read and construed as integral part of this

Signature of Tenderer(s)



Contract and in case of any contradiction between or among them the priority in which a document would prevail over other would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Schedules of Costs for Services
 - (b) Schedule of Rates at Annex-5 to Annex-9
 - (c) Notice to Proceed
 - (d) Letter of Acceptance
 - (e) Terms of Reference
 - (f) The Special Conditions of Contract(hereinafter called “SCC”)
 - (g) The General Conditions of Contract (hereinafter called “GCC”)
 - (h) Other Annexes of the Contract
 - (i) Tender Document;
2. The Parties agree that the total value of the Consultancy (the “**Contract Value**”) is Rs. _____ (Rs. _____) including all taxes and the total time for completing the Services under the Consultancy is _____months.
3. The mutual rights and obligations of the Railway and the Consultant shall be as set forth in the Contract; in particular:
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) Railway shall make payments to the Consultant in accordance with the provisions of the Contract.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

SIGNED, SEALED AND DELIVERED

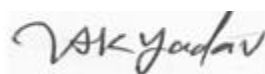
For and on behalf of the
President of India

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)

In the presence of:

Signature of Tenderer(s)



1.

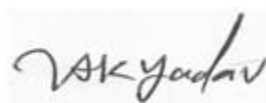
2.

Annex -1

General Conditions of Contract

(Enclosed as Schedule-I)

Signature of Tenderer(s)

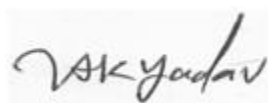


Annex -2

Special Conditions of Contract

(Read Schedule-IV of the Tender Document)

Signature of Tenderer(s)

A handwritten signature in black ink, appearing to read 'V.K. Yadav', is written on a light-colored rectangular background.

Annex -3

Terms of Reference

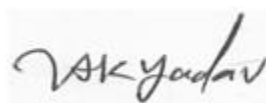
(Read Schedule-III of the Tender Document)

Annex - 4

Schedule of Costs for Services

(As per Form - 2 of Appendix-II of the Tender Document)

Signature of Tenderer(s)

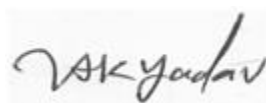


Annex - 5

Schedule of Personnel and Man Month Rates

(As per Form - 3 of Appendix-II of the Tender Document along with the names of the respective Professional Personnel)

Signature of Tenderer(s)

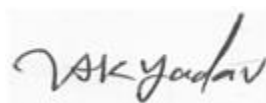


Annex - 6

Schedule of Provision and Maintenance of Offices

(As per Form - 4 of Appendix-II of the Tender Document)

Signature of Tenderer(s)

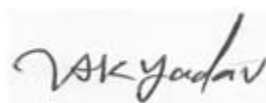


Annex-7

Schedule of Hiring of Vehicles

(As per Form-20 of Appendix-II of the Tender Document)

Signature of Tenderer(s)

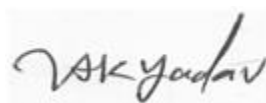


Annex-8

Schedule of Payment for Attending Meetings

(As per Form-21 of Appendix-II of the Tender Document)

Signature of Tenderer(s)

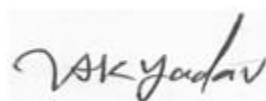


Annex-9

Schedule of Payment for Office Consumables

(As per Form-22 of Appendix-II of the Tender Document)

Signature of Tenderer(s)



Annex-10

Performance Bank Guarantee

(Refer Clause 2.18.5)

SAMPLE

Name of the Bank ____

Managing Director/ DFCCIL

Bank Guarantee Bond No. ____

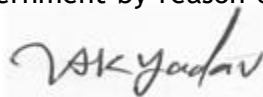
Acting through ____ (Designation Dated_ and address of contract signing authority)

PERFORMANCE GUARANTEE BOND

In consideration of the Managing Director/ DFCCIL acting through _____ (Designation & Address of Contract Signing Authority), Dedicated Freight Corridor Corporation of India Limited, New Delhi hereinafter called "DFCCIL") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. _____ dated _____ made between _____ (Designation & address of contract signing Authority) and _____ (hereinafter called "the said contractor(s)" for the work _____ (hereinafter called "the said agreement") having agreed for submission of an irrevocable Bank Guarantee Bond for Rs. _____ (Rs. only) as a performance security Guarantee Bond from the contractor(s) for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We (indicate the name of the Bank) hereinafter referred to as the Bank, under take to pay the Government an amount not exceeding Rs. _____ (Rs. _____ only) on demand by the government
2. We _____ (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the GROUP GENERAL MANAGER, Finance / Project Manager, Finance Dedicated Freight Corridor Corporation of India Limited, New Delhi or (Designation & Address of contract signing authority, DFCCIL stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of

Signature of Tenderer(s)



- any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rs. _____ only).
3. (a) We _____ (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor (s) in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
- (b) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
4. 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 Government 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 the Government, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. (a) Not withstanding 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 Government or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity / extended period of validity of guarantee from the date aforesaid.
- (b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we

_____ (indicate the name of the Bank) shall pay the Government the full amount guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations 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 the powers exercisable by the Government against the said contractor (s) and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor (s) or for any bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor (s).

8. We _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

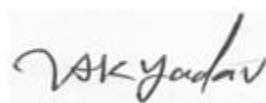
9. This guarantee shall be valid upto _____ (Date of completion plus 60 days beyond that). Unless extend on demand by Government. Notwithstanding anything to the contrary contained herein before, our liability under this guarantee is restricted to Rs. _____ only) unless a demand under this guarantee is made on us in writing on or before we, shall be discharged from our liabilities under this guarantee thereafter.

Dated _____ the day of the for _____ (indicate the name of Bank)

Signature of Bank Authorize official

(Name):

Signature of Tenderer(s)



Designation:

Full Address:

Witness:

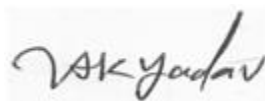
1.

2.

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Signature of Tenderer(s)



Annex-11

Equipment and Services to be Provided by the DFCCIL

(Refer Clause 2.13.2)

-NIL-

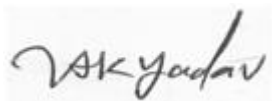
Annex-12

Deployment Schedule of Professional Personnel

(Refer Clause 7.2 of TOR)

S.No.	Designation	Name	Month Numbers from the Commencement of Services																			
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1.																						
2.																						
3.																						
4.																						
5.																						
6.																						
7.																						
8.																						
9.																						
10.																						
11.																						

Signature of Tenderer(s)



Annex-13

Responsibilities of Professional Personnel

(As per Clause 5.18.3 (i) for Key Personnel and 8.21.1 for
Other Professional Personnel)

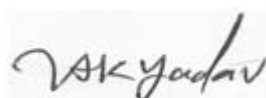
Annex-14

Minimum Eligibility Requirements of Professional Personnel

(As per Clause 5.18.3 (ii) for Key Personnel and 8.21.2 for
Other Professional Personnel)

_____END OF VOLUME-I_____

Signature of Tenderer(s)





Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)
Government of India, Ministry of Railways

Tender No. MGS/08/2018-19/ROB-PMC/SEB-MGS/209

For

Project Management Consultancy (PMC) Services for Construction of Road Over Bridges over DFCCIL and IR tracks in Mughalsarai- Sonenagar section of East Central Railway

E-TENDER DOCUMENT
(TECHNICAL BID: PACKET-A)

Volume-II

May-2018

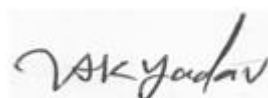
Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Under
MINISTRY OF RAILWAYS

CPM OFFICE
Chief Project Manager/MGS, DFCCIL
2nd Floor, Swarna Complex, Susuwahi,
(Near Union Bank of India)
Post-Susuwahi, Thana-Lanka,
Varanasi -221011 (U.P.)

CORPORATE OFFICE
DFCCIL, 5TH Floor, Pragati Maidan Metro Station Building,
New Delhi-110001

VOLUME II

NOTICE INVITING E-TENDER

A handwritten signature in black ink, appearing to read 'VAK yadav', is written over a light gray rectangular background.

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

No: MGS/08/2018-19/ROB-PMC/SEB-MGS/209

DATE: 24.05.2018

**NOTICE INVITING E-TENDER
National Competitive Bidding**

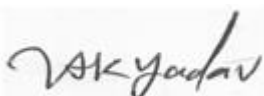
Dear Sirs,

Name of Work: Project Management Consultancy (PMC) Services for Construction of Road Over Bridges over DFCCIL and IR tracks in Mughalsarai- Sonenagar section of East Central Railway

- 1.1.1 Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi -221011, Uttar Pradesh) India, invites e-tenders on two packet system on prescribed forms from eligible, experienced and reputed firms / Companies / Joint Ventures / consortium of firms having requisite experience and financial capacity to provide Project Management Consultancy for the works as per following details:**

Tender Notice No.	MGS/08/2018-19/ROB-PMC/SEB-MGS/209 Dated 24.05.2018
Name of the work	Project Management Consultancy (PMC) Services for Construction of Road Over Bridges over DFCCIL and IR tracks in Mughalsarai- Sonenagar section of East Central Railway
Employer	Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi -221011, Uttar Pradesh) India Acting through: Ajit Kumar Mishra, IRSE Mobile +917897412000 Email ajitmishra@dfcc.co.in
Type of Tender	Open E-Tender (<u>Single stage Two Packet</u>)
Type of Contract	Consultancy Contracts
Estimated Cost	<u>Rs. 9,31,11,997/-</u>
Period of Contract	18 months
Earnest Money	Rs 18,62,240/-
Cost of Tender Document	Rs. 10,000/- + GST @18% (ie Rs. 11,800/-)
Tender processing fee	Rs. 7500/- + GST @18% (ie Rs. 8850/-)
E-tendering website	www.tenderwizard.com/DFCCIL For any help, please contact Tender Wizard Helpdesk at 011-49424365, +91-9599653865

Signature of Tenderer(s)

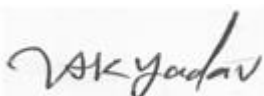


Date of uploading of NIT & Bid documents(online publishing date)	On Date 01.06.2018 at 11.00 Hrs
Date of document download/Sale (Online)	From Date 01.06.2018 from 11 Hrs
Issue of Corrigendum, if any	On or before last three days from last date of submission (on websites www.tenderwizard.com/DFCCIL and www.dfccil.gov.in)
Pre-Bid Meeting	On 13.06.2018 at 11.00 Hrs At office of Employer: Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2 nd Floor, Susuwahi, PO-Susuwahi (near Union Bank of India), Varanasi-221011
Date & Time of Submission of Tender	On or before date <u>04.07.2018 and time upto 15:00 hrs</u>
Date and Time of Opening of Tender (Technical bids - Packet A)	<u>Date 04.07.2018 at 15.30 hrs</u> Opening date of Financial Bid (Packet-B) will be notified later
Validity of offer	120 days
Security Deposit	5% of Contract value
Performance Bank Guarantee	Performance Guarantee (PG) have to submit within 30(thirty) days from the date of issue of Letter Of Acceptance (LOA), amounting to 5% of the contract value in the form as give in clause 16.4 of GCC
Defect Liability Period	06 Months

1.1.2 Eligibility of the Consultancy Firm shall be assessed on applicants, fulfilling the technical capability and competence as well as for financial and organizational resources as per the Selection criteria detailed in Instructions to Tenderers (ITT, Volume - I) of Tender document.

1.1.3 Tender document can be downloaded from DFCCIL's website www.dfccil.gov.in, www.tenderwizard.com/DFCCIL & Central Procurement portal eprocure.gov.in. Tenderers are advised not to make any corrections, additions or alterations in the downloaded tender documents. In case, any corrections additions or alterations in the downloaded tender documents are made, such tender shall be summarily rejected.

1.1.4 DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s) / corrigendum(s) shall be issued and placed on DFCCIL's website: www.dfccil.gov.in, www.tenderwizard.com/DFCCIL & Central Procurement portal eprocure.gov.in at least three days in advance of date of opening of tender. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.



Signature of Tenderer(s)

- 1.1.5 The tender documents shall be submitted in online mode only through website www.tenderwizard.com/DFCCIL in two Parts only viz Packet - A containing TECHNICAL BID and Packet B containing FINANCIAL BID. Detailed credential as per the requirement of eligibility criteria and all tender papers (Both Volume-I and Volume-II) except Bill of Quantities are to be submitted in technical bid.

Summary of Prices (Form No. 17) duly filled in along with Schedule of Prices (Form - 18 to Form -22) are to be submit **online mode only** in “Financial Bid”. Contractor shall submit the EMD & Cost of Tender documents in original in the office of Employer, Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, PO-Susuwahi (near Union Bank of India), Varanasi-221011 **on or before last date of tender submission of date bid.**

Financial Bid (as specified in “Financial Bid” in Tender Document) duly filled in is to be uploaded in “Financial packet”. The rates must be filled after downloading the financial bid document in the prescribed format from the website www.tenderwizard.com/DFCCIL. The financial bid should be downloaded & then filled up, saved and uploaded on the E-tendering website using digital signature for signing the document.

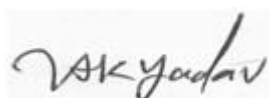
- 1.1.6 To participate in the E-Bid submission, it is mandatory for the bidders to have user ID & password which has to be obtained by submitting an annual registration charges of INR 2000/- + GST to M/s ITI through e-payment. Bidders have to pay the Tender Processing Fee to ITI through e-payment at the time of submission of bid. Already registered vendors with M/S ITI need not to pay registration charges.

Obtain Class-III Digital Signature Certificate from ITI Ltd. or any other digital signature issuing authority. In case, bidders wish to obtain the digital signature certificate from ITI Ltd., they may contact the Help Desk of M/S ITI.

- 1.1.7 Tenders shall be opened at the address given below on mentioned in Para 1.1.1 above in the presence of the tenderers or their authorized representatives intending to attend the opening. Address of Office of the Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi -221011, Uttar Pradesh. All the Bids received shall be opened on the date and time mentioned above in the tender notice. Bid of the bidders shall be opened through process of e-tendering. The sequence of opening shall be:

- i) Earnest Money Deposit (EMD)
- ii) Technical offer.
- iii) Financial offer.(On a later date after scrutiny/evaluation of Technical Bid)

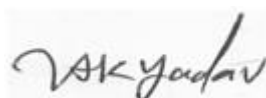
- 1.1.8 Tender shall be submitted as per “Instruction to the Tenderers (ITT)” forming as part of the complete tender documents.
- 1.1.9 Any tender received without Earnest money and/or cost of tender documents in the form as specified in the tender documents shall not be considered and shall be summarily rejected.
- 1.1.10 DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.



- 1.1.11 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderers shall be forfeited. The decision of DFCCIL in this regards shall be final and binding.
- 1.1.12 DFCCIL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above Clause No. 1.1.11 of Notice Inviting Tender.
- 1.1.13 Information as required as per various Forms to tender document should be submitted by the tenderers without fail strictly as per formats.
- 1.1.14 The validity of offer shall be 120 days from the date of opening of the tender.
- 1.1.15 Transfer of the tender document purchased by intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased / downloaded from DFCCIL website: www.dfccil.gov.in by them.
- 1.1.16 Tenderers must read all instructions regarding e-tendering process as mentions in Instruction to the Tenderers (ITT) Volume-I Section 2.
- 1.1.17 Tenderers are advised to visit the DFCCIL website regularly for information regarding tender. Corrigendum, addendum (if any) will be uploaded on DFCCIL website only.

**Chief Project Manager/MGS
For & on behalf of DFCCIL**

_____END OF NOTICE INVITING TENDER_____



VOLUME II

SECTION 4

PROJECT DESCRIPTION

4. PROJECT DESCRIPTION

4.1 Introduction of Dedicated Freight Corridor Corporation of India Ltd

- 4.1.1 Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL), a public sector undertaking has been set up under the Indian Companies Act, 1956 for implementation of Dedicated Freight Corridor Project. Government of India is the sole share holder of the DFCCIL.

Ministry of Railways (MOR), Government of India has planned to construct Dedicated Freight Corridor (DFC) covering about 3338 route Kilometres on Eastern and Western Corridors.

4.1.2 Eastern Dedicated Freight Corridor

Eastern DFC Route will be approximately 1839Kmlong from Dankuni to Ludhiana via Dankuni-Asansole-Dhanbad-Gaya-Sonnagar - Mughalsarai- Allahabad - Kanpur - Tundla-Aligarh - Khurja - Bulandshahr - Meerut -Saharanpur-Ambala-Ludhiana. Proposed alignment of DFC has been generally kept parallel to existing Indian Railway line except provision of detours at some stations where the existing yards/cities are congested.

- 4.1.3 Level Crossings (LC's) are generally unsafe locations and also a congestion points for road/rail's users. These LC's are operational bottlenecks for Railways /DFCCIL in terms of loss in punctuality and reduction in line capacity. Construction of ROB(s)/ RUB(s) is financially and operationally beneficial apart from the fact that it improves the safety of Rail / Road users.

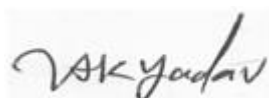
Road over bridges (ROB) are being constructed on the level crossings falling on Eastern Corridor of DFCCIL. These ROB's shall span over the existing railway lines and the proposed DFCC lines. The ROB's shall be constructed in Railway and DFCCIL portion only with bow string or other suitably designed girder and suitably designed RCC abutments, piers and foundations including staircases and other allied components. Depth of type of foundation shall be decided/ designed based on detailed geotechnical investigation at ROB's sites.

4.2 Sanctioned Projects

- 4.2.1 In Mughalsarai- Sonenagar Section of EDFC, at 34 level crossings DFCCIL is constructing ROB's for which separate works tenders have been invited / being invited.

4.3 Scope of Work of Selected Project(s)

- 4.3.1 The works tender for construction of different ROB's is being packaged depending on geography, approval of GADs and sanction of works. The construction of these ROB's is being taken up through separate works Contractors (the "Contractor(s)") for which contracts have already been awarded/ under finalization. DFCCIL has decided to



appoint the Consultant in the field of Civil engineering /Bridge Construction for Project Management Services for Construction Supervision of the said Project(s) (the “Project(s)”).

- 4.3.2 Presently, Project Management Consultancy Services for **23 (Twenty Three) ROB**s of the Mughalsarai-Sonenagar section as shown in **Para 4.4** will be taken up for this Consultancy Contract. The list of ROB is only indicative and as per requirement, more ROB may be added in the scope of work or LC No. for ROB may change. For increase in number of ROB, the corresponding increase in quantities will be calculated and paid in terms of relevant GCC Clause. Similarly, during the operation of contract, if any ROB/ROBs are deleted altogether the same will be kept out of purview of the contract. In place of such ROB which are not required, new ROB can be added as per requirement. The variation will be measured in terms of cost of individual items of Personnel deployed and variation will be dealt as per General Conditions of Contract (GCC).

4.4 Status and Details of the [ongoing/ likely Works] Contract(s):

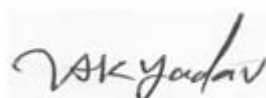
Consultancy Services are sought for the Works Contracts at following ROB:

S.No.	L.C. No.	Between Railway Station	IR Location	Scope of DFCCIL work
1	38/C/T	Pahleja-Karwandia	564/19-21	Railway portion and both the approaches
2	39/I	Karwandia-Sasaram	566/19-21	
3	40/C/E	Karwandia-Sasaram	567/20-22	
4	41/C/E	Karwandia-Sasaram	569/17-19	
5	45/C/E	Sasaram-Kumhau	578/9-11	
6	46 C/T	Sasaram-Shivsagar	581/1-3	
7	47 C/E	Sasaram-Shivsagar	583/5-7	
8	49/C/T	Shivsagar-Khurmabad	586/21-23	
9	50/C/E	Shivsagar-Khurmabad	588/25-27	
10	52/II/C/E	Kudra-Pusauli	600/5-7	
11	53/C/E	Kudra-Pusauli	601/7-9	
12	55/C/T	Kudra-Pusauli	605/25-27	
13	61/C/E	Bhabua Road-Durgauti	624/11-13	
14	63/C/E	Bhabua Road-Durgauti	628/3-5	
15	36/C/T	Pahleja-Karwandia	559/15-17	Only Railway portion
16	70/C/E	Karmnasa-Saidraja	644/5-7	
17	71/C/E	Karmnasa-Saidraja	645/9-11	
18	74/C/E	Saidraja-Chandauli Majhwar	651/17-19	
19	75/C/E	Saidraja-Chandauli Majhwar	653/19-21	
20	76/C /E	Saidraja-Chandauli Majhwar	656/9-11	
21	78/C/E	Chandauli Majhwar-Ganjkhwaja	661/19-21	
22	81/C/T	Ganjkhwaja-Mughalsarai	667/37-39	
23	83/C/T	Ganjkhwaja-Mughalsarai	669/21-23	

Note:

1. All the above ROBs, except at LC-83, are for 2-Lane Road as per IRC standard.
2. At LC-83, 4-Lane ROB is being constructed.

_____END OF PROJECT DESCRIPTION_____



VOLUME II

SECTION 5

TENDER DATA SHEET

5. TENDER DATA SHEET

5.1	Tender Notice No.	MGS/08/2018-19/ROB-PMC/SEB-MGS/209 Dated 24.05.2018
5.2	Name of the work	Project Management Consultancy (PMC) Services for Construction of Road Over Bridges over DFCCIL and IR tracks in Mughalsarai- Sonenagar section of East Central Railway
5.3	Employer and Address for Communication	Chief Project Manager/MGS, Address: DFCCIL, Swarna Complex, 2nd Floor, Susuwahi, Post-Susuwahi (near Union Bank of India), Thana-Lanka, Varanasi -221011, Uttar Pradesh) India Contact Person: Shri Ajit Kumar Mishra, IRSE Chief Project Manager Mobile : +917897412000 Email: ajitmishra@dfcc.co.in
5.4	Type of Tender & Final Selection Criterion	Open E-Tender (<u>Single stage Two Packet</u>) Consultancy Contracts with final selection based on Quality and Cost Based System (QCBS)
5.5	Estimated Cost	<u>Rs. 9,31,11,997/-</u>
5.6	(a) Period of Contract	18 months
	(b) Defect Liability Period	6 Months
5.7	Earnest Money	Rs 18,62,240/-
5.8	(a) Cost of Tender Document	Rs. 11,800/-
	(b) Tender processing fee	Rs. 7500/- + GST
5.9	E-tendering website	www.tenderwizard.com/DFCCIL For any help, please contact Tender Wizard Helpdesk at 011-49424365, +91-9599653865
5.10	Online Publishing Date / Date of uploading of NIT & Bid documents for downloading by Tenderers	On Date 01.06.2018 at 11.00 Hrs

5.11	Issue of Corrigendum, if any	On or before last three days from last date of submission (on websites www.tenderwizard.com/DFCCIL and www.dfccil.gov.in)
5.12	Pre-Bid Meeting	On 13.06.2018 at 11.00 Hrs At office of Employer: Chief Project Manager/MGS, DFCCIL, Swarna Complex, 2 nd Floor, Susuwahi, PO-Susuwahi (near Union Bank of India), Varanasi-221011
5.13	Date & Time of Submission of Tender	On or before date <u>04.07.2018 and time upto 15:00 hrs</u>
5.14	Date and Time of Opening of Tender (Technical bids - Packet A)	<u>Date 04.07.2018 at 15.30 hrs</u> Opening date of Financial Bid (Packet-B) will be notified later
5.15	Validity of offer	120 days
5.16	(a) Security Deposit	5% of Contract value
	(b) Performance Bank Guarantee	Performance Guarantee (PG) have to submit within 30(thirty) days from the date of issue of Letter Of Acceptance (LOA), amounting to 5% of the contract value in the form as give in clause 16.4 of GCC

5.17 Schedule of Selection Process

The DFCCIL would endeavour to adhere to the following schedule:

Event Description	Estimated Date
Last date for receiving queries/clarifications	12.06.2018
Pre-Tender Conference	13.06.2018
DFCCIL response to queries	25.06.2018
Tender Submission Date or TSD	04.07.2018 up to 15.00 Hrs
Opening of Tenders	04.07.2018 up to 15.30 Hrs
Validity of Applications	120 days of Tender Submission Date
Signing of Contract	Within 30 days from date of issue of LOA

5.18 Conditions of Eligibility for Tenderers

5.18.1 Technical Capacity:

One completed or substantially completed Eligible Assignment (definition of which may be referred at Clauses 3.1.3 and 5.20 of Instruction to Tenderers) of minimum value **Rs. 3,25,89,200/-** executed for Railway/Metro works OR for any project executed for Central and State government, Public Sector Undertaking (PSU) of Central and State governments and Special Purpose Vehicles (SPVs) of Central Government in sector other than Railways/Metro.

5.18.2 Financial Capacity:

Payment for minimum total amount of **Rupees 13,96,68,000/-** received from any type of consultancy services contract for railway and non-railway sectors in Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government.

5.18.3 Availability and Conditions of Eligibility for Key Personnel

(i) Key Personnel and their Responsibility shall be as follows:

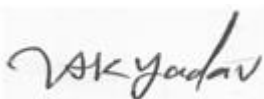
Key Personnel	Responsibilities
Team Leader (the “Team Leader”)	<p>He shall lead, co-ordinate and supervise the team for the Project Management Consultancy and shall be responsible for monitoring progress, implementation of Quality Assurance/ Control, and Safety Program; and issues as per TOR.</p> <p>He shall be the key person to co-ordinate with different inspecting agencies like RDSO, CRS and Indian Railways and responsible for assuring codal and contractual provisions.</p>
Resident Engineer	<p>He shall be responsible for construction planning, monitoring progress of work, supervising/ensuring compliance of quality, safety and environmental standards at work sites, development of method statements and work procedures, billing /measurement, checking of all construction and related activities -all as per Consultancy TOR, for the assigned jurisdiction.</p> <p>He shall also be in-charge and responsible for all designs and drawings related activities in terms of Consultancy TOR, including review of design/drawings, managing drawings, site specific changes in drawings and arranging</p>

	approved drawings /revisions to the contractor. He shall report to the Team Leader.
Program Expert	He shall be in-charge and responsible for project scheduling, Baseline Program, updates, progress tracking and reporting, and document control. He shall monitor / review Critical activities, adequacy of resource mobilisation by the Contractor(s), prepare recovery plans for recovering delays. He shall interact with Construction Managers for coordination among various disciplines. He shall report to the Team Leader.
Quality Assurance / Quality Control Manager	He shall be responsible for establishing and auditing Quality Assurance System and Quality Control at work sites including development of inspection and testing procedures, managing quality /inspection/test reports, inspecting work sites, witnessing lab tests, checking materials, reviewing effectiveness of Quality System, assisting Construction Manager/Resident Engineer in changing the method statements and work procedures, carrying out audits on construction supervision team and Contractors' works and trainings to site personnel. He will report to the Team Leader.
Environment, Health and Safety Manager	He shall be responsible for environmental management system, and health and safety management system as per the Consultancy TOR, including reporting/managing incidence/accident reports, site inspections, safety drills/trainings to site personnel, ensuring adherence to safety procedures, assisting Construction Manager/Resident Engineer in changing the method statements and work procedures on safety considerations. He will report to the Team Leader.
All the Key Personnel shall be deployed full time @ 6 days a week during the period of deployment for the Consultancy.	

(ii) Conditions of Eligibility for Key Personnel, in general, shall be as following:

Key Personnel	Professional Qualification Required for Eligibility	Length of Total Professional Experience Required for Eligibility	Length of Relevant Experience on Eligible assignments (Also see iii)
Team Leader	Masters/	15 years	Should have led Project

	Bachelor in Engineering or equivalent		Management Team for one Eligible Assignment for a minimum period of two years, Or, Should have worked on similar/ Eligible Projects for over 3 years in the rank of Chief Engineer/ or over 5 years in the rank of Dy CE, or equivalent in Govt. or Public Sector Units.
Resident Engineer	Masters/ Bachelor in Civil engineering or equivalent	7 years	Should have worked as Construction Manager/ Resident Engineer for two Eligible Assignments, Or, worked on similar/ Eligible Projects for over 5 years in the rank of Dy CE in Railway, or equivalent in Govt. or Public Sector Units.
Program Expert	Masters/ Bachelor in engineering or equivalent	3 years	Should have worked as Program Expert in the program control team for one Eligible Assignment, Or, worked as part of project scheduling/ document control teams, Project Scheduling for major Projects costing over Rs 100 cr., for a cumulative period over 3 years.
Quality Assurance/ Quality Control Manager	Masters/ Bachelor in engineering or equivalent	3 years	He should have worked as Quality Assurance Manager /Quality Control Engineer for one Eligible Assignment Or, as part of the Quality assurance team for major Projects costing over Rs 100 cr, for a cumulative period over 2 years.



Environment, Health and Safety Manager	Diploma in Health and Safety Management or equivalent with Bachelors as basic degree	3 years	He should have worked as Environment/ Health and Safety Manager for one Eligible Assignment Or, as part of the Environment, Health and Safety team for major Projects costing over Rs 100 cr, for a cumulative period over 2 years.
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Note: Any proposed Key Personnel not meeting the above minimum requirements or as specified under (iii), shall not be considered, and awarded zero marks during Evaluation of the Proposal.

5.19 Scoring Criteria for Key Personnel for Technical Evaluation

Maximum marks that can be awarded to a candidate for a position of Key Personnel shall be as follows:

Item Code	Key Personnel	Marks
3a	Team leader	25
3b	Resident Engineer	20
3c	Program Expert	10
3d	Quality Assurance / Quality Control Manager	10
3e	Environmental, Health and Safety Manager	5
Grand Total		70

Marks shall be awarded on the basis of the number of Eligible Assignments the candidate has completed on a similar position in projects specified at Clause 5.20. Eligible Assignments completed on a position junior to that for which the candidate is being proposed may also be considered as specified in Clause 5.18.3 (iii). The comparative marking among Tenderers for any position of Key Personnel shall be done as specified in Clause 3.1.2.

5.20 Projects for Eligible Assignments

Project Management Consultancy (PMC)/General Consultancy/Independent Engineer services for projects in railway as well as non-railway sectors for Central and State government, Public Sector Undertaking (PSU) of Central and State Governments and Special Purpose Vehicles (SPVs) of Central Government shall be considered as Eligible Assignments. Provided that the value of the consultancy assignment, that is being claimed as Eligible Assignment by the Tenderer, was at least **Rs. 3,25,89,200/-** and the same has been completed/substantially completed as defined in clause 2.2.2 (A) of ITT prior to TSD.

5.21 Other Professional Personnel

5.21.1 Professional Personnel other than Key Personnel and their respective responsibilities shall be as following:

Other Professional Personnel	Responsibilities
Sector Expert- Bridge Engineer (Steel Girder Bridge)	He will be responsible to provide technical expertise in construction, fabrication, erection, launching and management of railway bridges, specially steel girder bridges to the Consultancy Team, assist in establishing the Quality Assurance System, developing method statements, coordinating with various inspecting agencies for steel fabrication, training the Field Engineers /Site Supervisors /Site Engineers, inspecting works, and providing assistance to Construction Manager/Resident Engineer. He will also review bridge design/drawings. He will report to the Resident Engineer.
Sector Expert- Bridge Engineer	He will be responsible to provide technical expertise in construction and management of railway bridges / Road Bridges/ Road Over Bridges to the Consultancy Team, assist in establishing the Quality Assurance System, developing method statements, training the Field Engineers /Site Supervisors /Site Engineers, inspecting works, and providing assistance to Construction Manager/Resident Engineer. He will also review bridge design/drawings. He will report to the Resident Engineer.
Field Engineers - Bridge (Steel Girder / Steel Fabrication)	He shall be responsible for construction supervision, fabrication supervision, measurement checking and all other field related activities related to fabrication and erection of steel girders. He will report to the Resident Engineer.
Field Engineers -	He shall be responsible for construction supervision,

Bridge	measurement checking and all other field related activities related to concrete bridge /road over bridge components. He will report to the Resident Engineer.
Field Engineers - ROB/Formation /Road Work	He shall be responsible for construction supervision, measurement checking and all other field related activities related to ROB formation work, approach work and road construction. He will report to the Resident Engineer.
Surveyor	He shall be responsible for correct setting out of works at site. He shall check the centerline, layout of curve, levels, profiles and layouts of structures. He will report to the Resident Engineer.
Material Engineer	He shall be responsible for supervising all the tests to be done in different stages of construction, besides ensuring that specific tests are done as per codal provisions/stipulations. He will be coordinating with the contractor's test team and ensure proper record keeping of all the tests. He will report to Resident Engineer.
Quantity Surveyor	He will be reporting to the Team Leader in day-to-day working. His responsibilities will be related to quantity surveying/ processing of the invoices/Bills etc. He will be responsible for reporting all the measures required for controlling project cost and time overruns.
Lab Technician	He shall be responsible for supervising all the tests to be done in the different laboratories at different stages of construction, besides ensuring that specific tests are done as per codal provisions/stipulations. He will ensure proper record keeping of all the tests. He will report to Resident Engineer.

5.21.2 Minimum Eligibility criteria of Other Professional Personnel shall be as following

Other Professional Personnel	Professional Qualification Required for Eligibility	Length of Total Professional Experience Required for Eligibility	Length of Relevant Experience Required for Eligibility
Sector Expert- Bridge Engineer (Steel Girder	Masters/ Bachelor / Diploma in	10 years for B.Tech/ M.Tech	He should have worked as steel bridge expert for one Eligible Assignments on railway project or

Bridge)	Civil or Mechanical engineering	Or 15 Years for Diploma holder	have working experience of at least five years in construction and fabrication/ erection/ launching of steel bridges in railway organizations.
Sector Expert- Bridge Engineer	Masters/ Bachelor / Diploma in Civil engineering	10 years for B.Tech/ M.Tech Or 15 Years for Diploma holder	He should have worked as bridge expert for one Eligible Assignments on railway project or have working experience of at least five years in construction of bridges / ROB in railway /highway organization
Field Engineers - Bridge (Steel Girder / Steel Fabrication)	Diploma in Civil /Mechanical Engineering Or Bachelor Degree in Civil /Mechanical Engineering	5 years for Degree Holder Or, 10 years for Diploma Holder/	Should have worked at least as Field Engineer for similar nature of work i.e. fabrication, erection and launching of steel girder of ROB/Bridge over the Railways and construction of ROB/Bridge work for at least 2 years
Field Engineer- Bridge	Diploma in Civil Engineering Or Bachelor Degree in Civil Engineering	5 years for Degree Holder Or, 10 years for Diploma Holder/	Should have worked at least as Field Engineer for similar nature of work i.e. construction of RSC/PSC Bridge for Railway/Highways or ROB for at least 2 years
Field Engineers - ROB/Formation /Road Work	Diploma in Civil Engineering Or Bachelor Degree in Civil Engineering	5 years for Degree Holder Or, 10 years for Diploma Holder/	Should have worked at least as Field Engineer for similar nature of work i.e. construction of formation work for road, approach work of ROB, reinforced earth construction for at least 2 years

Surveyor	Minimum ITI (Survey) or Diploma in Civil Engineering	Minimum 5 years for ITI holder and 2 year for diploma holder	At least 2 year as Surveyor in Construction of Rail/Road Projects. He should be having experience in modern surveying equipments.
Material Engineer	Preferably Degree or at least Diploma in Civil Engineering	2 years for Degree holder and 5 years for Diploma holder.	At least 2 years as Material Engineer / Supervisor and above in in Construction of Rail/Road Projects.
Quantity Surveyor	Preferably Degree or at least Diploma in Civil Engineering.	2 years for Degree holder and 5 years for Diploma holder.	At least 2 years as Quantity Surveyor or Supervisor and above in Quantity Calculation / Preparation of contract Bills in Construction of Rail/Road /Bridge Projects.
Lab Technician	Preferably Diploma in Civil Engineering.	2 years for Degree holder Or, 3 years for Diploma holder	At least 2 years as Lab Technician / Lab Supervisor and above in Quality Control in Construction of Rail/Road /Bridge Projects.

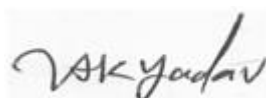
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VOLUME II

SCHEDULE III

TERMS OF REFERENCE

(TOR)

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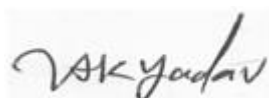
TERMS OF REFERENCE

1. INTRODUCTION OF THE PROJECT

- 1.1 Road over bridges (ROB) are being constructed on the level crossings falling on Eastern Corridor of DFCCIL. These ROB's shall span over the existing railway lines and the proposed DFCC lines. The ROB's shall be constructed in Railway and DFCCIL portion only with bow string or other suitably designed girder and suitably designed RCC abutments, piers and foundations including staircases and other allied components. The approach portion of ROB's are required to be constructed as per IRC for different class of road as approved by State Govt.
- 1.2 Sanctioned Project: In Mughalsarai- Sonenagar Section of EDFC, at 34 level crossings DFCCIL is constructing ROB's for which separate works tenders have been invited / being invited.
- 1.3 **Scope of Work of Selected Project(s)**
- 1.3.1 The works tender for construction of different ROB's is being packaged depending on geography, approval of GADs and sanction of works. The construction of these ROB's is being taken up through separate Works Contractors (the "**Contractor(s)**") for which contracts have already been awarded/ under finalization. DFCCIL has decided to appoint the Consultant in the field of Civil engineering /Bridge Construction for Project Management Services for Construction Supervision of the said Project(s) (the "**Project(s)**").
- 1.3.2 Presently, Project Management Consultancy Services for **23 (Twenty Three) ROB's** of the Mughalsarai-Sonenagar section as shown in Para 4.4 (Volume 11 Section 4) will be taken up for this Consultancy Contract.

2. OBJECTIVE

- 2.1 The objective of this Consultancy (the "**Objective**") is to assist the DFCCIL in implementation of the Project(s) till the successful completion, commissioning and handing over of all works to the zonal DFCCIL and comprehensively supervise the works and activities carried out by the Contractor(s) as "Engineer's Representative" under the respective contract(s) in a manner that would ensure:
- a. total compliance of technical specifications and various other requirements contained in the respective contracts by the Contractor(s);
 - b. high standards of quality assurance system complying ISO 9001 in the Consultancy as well as the works and activities of the Contractor(s);
 - c. comprehensive and documented reporting to the DFCCIL of Consultant's own activities, progress of the Project(s) and compliances/ non-compliances by the Contractor(s);



- d. modern safety practices in execution of works at project sites for ensuring complete safety to works, workers, running trains, general public, and structures and properties adjacent to work sites;
- e. proper verification of measurements and bills submitted by the Contractor(s) so that payments made by the DFCCIL against these bills truly reflect the actual work done at site complying with the requirements of the respective contract(s);
- f. proper interface and coordination among the DFCCIL, Contractor(s), other consultants/ contractors and local bodies/ state government; and
- g. Full documentation of the completed works including applications for various approvals.

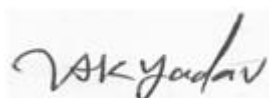
3. SCOPE OF SERVICES

The Consultant's main responsibility is to ensure execution of work with due controls for safety, quality control, cost control and project progress monitoring. The Services to be performed by the Consultant shall include but not be limited to those described hereunder.

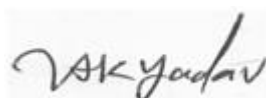
- 3.1 The Consultant shall review and revalidate the planning, survey, alignment and design done at the DPR/ FLS/GAD stage, by the detailed design consultant or by the Contractor, as the case may be, in order to provide verified/proof checked working document to the Contractor. It is clarified that the Consultant shall not be responsible for carrying out any field survey but it shall be responsible for supervision of survey work being done by the Contractor or by any other consultant appointed by the DFCCIL.
- 3.2 The Consultant shall set up framework of quality assurance system consisting of model documents on management procedures for managing construction, design, quality, safety, training, environment, non-conformances, payment, reporting, project schedule etc. These model documents would form the basis on which the Contractor(s) would prepare their own respective documents that shall be checked, commented upon and finally concurred by the Consultant before start of respective work by the Contractor(s).
- 3.3 The Consultant shall develop formats for method statements and work procedures for describing important and complex construction works including model documents for key aspects of the Project(s). These formats and model documents would form the basis on which the Contractor(s) would prepare their own respective documents that shall be checked, commented upon and finally concurred by the Consultant before start of respective work by the Contractor(s).
- 3.4 The Consultant shall develop formats for inspection and testing procedures for quality control at site and record keeping including model documents for key aspects of the

Project(s). These formats and model documents would form the basis on which the Contractor(s) would prepare their own respective documents that shall be checked, commented upon and finally concurred by the Consultant before start of respective work by the Contractor(s).

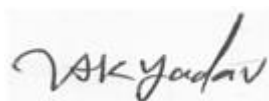
- 3.5 The Consultant shall examine, comment and issue No Objection Certificate on the management plan/ procedures, method statements, work procedures, design, drawings, execution schemes, launching schemes, inspection and testing procedures and other such documents submitted by the Contractor(s) and ensure that they are in conformance to the model documents and formats approved by the DFCCIL and in compliance to the requirements of Contract(s).
- 3.6 Through proper coordination with the Contractor(s) and monitoring of site work the Consultant shall ensure that the Contractor(s) do not carry out any work without approved working drawings and agreed procedures, method statements, work procedures and inspection and testing procedures.
- 3.7 The Consultant shall prepare the Project Program in suitable software for monitoring the Project. The Consultant shall also prepare four week and four month rolling programs (containing progress during the previous week/month and showing the planned work during the next three weeks/months) for discussion in the weekly and monthly meetings with the Engineer-In-Charge. These rolling Programs shall be updated by the Consultant every week or month, as the case may be. The Consultant shall also review and comment on the Project Programs submitted by the Contractor(s) and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews of the Contractor(s)'s resources vis-à-vis Project Program and ensure that the Contractor(s) mobilizes additional resources to meet the Program requirements.
- 3.8 The Consultant shall ensure compliance of all rules of DFCCIL/Indian Railways related to the execution of the Project(s). Special care shall be taken in imposing necessary speed restriction, caution, arranging necessary traffic/ power blocks, where necessary.
- 3.9 The Consultant shall carry out scheduled inspections of work sites and issue site instructions and assist the DFCCIL to issue non-conformance notices to the Contractor(s) after identification of defects or non-conformance to specifications, method statements or to any other requirement in the Contract. It shall also monitor that the Contractor(s)'s own quality inspection teams carries out similar regular inspections and raising site instructions and non-conformances.
- 3.10 The Consultant shall monitor and ensure the compliance of quality assurance system, method statements, work procedures and inspection and testing procedures by the Contractor(s)'s own quality organization through regular site inspections raising deficiencies through their own site instructions and non-conformance reports.



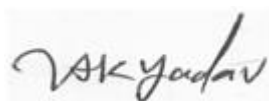
- 3.11 The Consultant shall check and verify the measurements and arithmetical errors in accounts, invoices, bills and other statements submitted by the Contractor(s) with the actual work done at site to the conformance of respective contracts and issue interim certificates for progress payments within 14 working days of receipt of bill from the Contractor(s) and forward the same to the Engineer for further checking and making payments to the Contractor(s).
- 3.12 The Consultant shall identify and document encroachments, if any occur during the execution of the Project(s), prepare details of land acquisition, and monitor railway's land and assets during construction.
- 3.13 The Consultant shall monitor and ensure that the Contractor(s) mobilize adequate and suitable workers, sub-contractors, materials and construction equipments for carrying out works as per the approved Project Program.
- 3.14 The Consultant shall monitor and ensure that the Contractor(s) carry out construction in compliance of environmental standards, safety of the works, safety of trains, safety of road traffic, safety of personnel/ public, and safety of construction equipments complying environmental and safety standards laid down in the Contract(s) and quality assurance documents.
- 3.15 The Consultant shall monitor and ensure that every incident at the work site is reported and recorded and that the Contractor takes corrective and preventive measures for avoiding their recurrence. Further it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the Contractor(s) takes corrective and preventive measures to improve the practices to avoid accidents.
- 3.16 The Consultant shall review minor changes in design; alignment and layout required at work site and approve them for avoiding stoppage of work at site subject to subsequent approval of the DFCCIL/Railway. However in all such cases it shall take prior verbal permission of the DFCCIL/Railway.
- 3.17 The Consultant shall review major changes requested by the Contractor(s) in design, alignment and layout and submit its comments/ recommendation for consideration of the DFCCIL.
- 3.18 The Consultant shall review, quantify, comment and submit its recommendations to the DFCCIL on claims of variations by the Contractor(s), if any. It is the duty of the Consultant to keep a tag on variation in quantities in work contracts and raise alarm sufficiently in advance to enable DFCCIL take necessary corrective action.
- 3.19 The Consultant shall inspect and approve materials at source as well as at site for use in permanent works and ensure that quality of such materials is in accordance with the contractual specifications.



- 3.20 During the course of execution of the Project(s) the Consultant shall suggest modifications in the Contractor(s)'s work program, procedures, method statements; material sources etc. and ensure that they are complied by the Contractor(s) in accordance with the Contract(s).
- 3.21 The Consultant shall prepare and present monthly progress reports to the Railway, containing description of ongoing, completed, and delayed project activities illustrated by bar charts, comments on the Contractor(s) progress report and progress/ completion photographs.
- 3.22 The Consultant shall inspect, measure, record and approve setting out and other such intermediate stages of work which is about to be covered or put out of view before permanent work is placed thereon so as to enable the Contractor(s) to proceed with the work at site without causing any delay and at the same time with proper checks and records before a work gets hidden.
- 3.23 The Consultant shall check and review concrete mix design, temporary works design, drawings, formation compaction scheme and such other construction related proposals from the Contractor(s) and submit comments for consideration of approval by the DFCCIL. The Consultant shall ensure carrying out required alterations in the drawings in the process of approval. DFCCIL's approval to various plans, design, documents, drawings etc shall be made available to the Contractor(s) through the Consultant.
- 3.24 The Consultant shall review, comment and modify proposals for S&T and OHE Power disconnections block working, non-interlock working which require CRS approval/ Electrical Inspector to Government (EIG), wherever required, before the proposals are forwarded to CRS/ EIG. The Consultant shall further review the arrangements during the non-interlock working / block working and ensure smooth progress of work and train operation with the required coordination with the concerned departments. The Consultant shall further liaison between various contractors and designers such that the designs for each sub-system, in particular their civil works such as ducting, pedestal, cabins, poles and supports will be integrated properly into the overall project works.
- 3.25 The Consultant shall witness, verify, analyze and check the laboratory and field tests carried out by the Contractor(s) and carry out independent tests.
- 3.26 The Consultant shall order the uncovering of completed works, additional destructive tests, and assist the DFCCIL in removal of improper/ substandard works and replacement with proper materials/ works at site.
- 3.27 The Consultant shall assist and advise the DFCCIL in taking appropriate and timely actions for ensuring fulfillment of the Contractual obligations by the Contractor(s) and successful completion of Project(s) in time.



- 3.28 The Consultant shall review the proposal for sub-contractor, if any, submitted by the Contractor(s) and comment/ recommend to the DFCCIL for return for compliance of observation or approval as the case may be.
- 3.29 The Consultant shall maintain records, test data; details of variations, correspondence and diaries in the formats specified/ approved by the DFCCIL and shall submit them to the DFCCIL from time to time as requested by the DFCCIL.
- 3.30 The Consultant shall assess material and machinery to be supplied by the DFCCIL, prepare schedule of supply and arrange their release to the Contractor(s) as per the progress of the work at site and maintain its proper accountal.
- 3.31 The Consultant shall prepare quarterly cash flow projections for the DFCCIL over the Contract(s) based on the projected progress of Project(s).
- 3.32 The Consultant shall maintain a day-to-day diary which shall record all events pertaining to the administration of the Contract, request forms and orders given to the Contractor(s) and any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works.
- 3.33 The Consultant shall assist the DFCCIL in meetings with the Contractor and co-ordination work with different agencies and hold meetings for proper and timely implementation of the works.
- 3.34 The Consultant shall advise and assist the DFCCIL in Dispute Resolution /arbitration proceedings, the appeal of arbitration or litigation relating to the works, whenever required during or after the Consultancy assignment till the expiry of the Defect Liability Period.
- 3.35 The Consultant shall assist the DFCCIL in obtaining sanction of Commissioner of Railway Safety (CRS) for commissioning of the new railway assets. This shall include preparation, modification and compilation of documents, reports, drawings and other necessary material for submission to the CRS and preparation of replies, compliance of observations of CRS in document as well as at site etc.
- 3.37 The Consultant shall prepare, check, compile and ensure completion drawings and as-built drawings either on its own or through the Contractor(s) and submit them to the DFCCIL/Railway. It shall also prepare completion certificate to be issued by the DFCCIL/Railway to the Contractor(s) on completion of their works.
- 3.38 The Consultant shall prepare O&M manuals for the completed Project(s) highlighting the important and salient technical aspects so as to achieve a longer Project life and smaller maintenance frequency. The Consultant shall also train DFCCIL/Railway's personnel in operation and maintenance of the Project assets based on the Manuals so prepared.

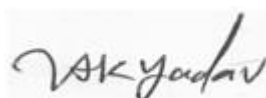


- 3.39 The Consultant shall carry out any other assignment given by the DFCCIL toward fulfillment of the Objective of the Consultancy and which are restricted to such Services as are necessary for fulfilling the obligations of the Engineer.
- 3.40 The Quality Assurance Plan (QAP) to be prepared by the Contractors and ensured by the Consultant shall include the following:

a)	Materials, equipments, workmanship and end products	Type of tests and frequency at source and at site as available
b)	Degree of quality control measures	Acceptability criteria as per tender specifications
c)	Quality check	Rectification/corrective action surveillance, review technical appraisal, performance
d)	Records, reporting and documentation	Formats for records keeping, reporting and analyzing

- 3.41 The Consultant shall exercise complete day-to-day supervision during construction period of the assigned work, ensuring quality control in accordance with tender stipulations, specifications, drawing and site conditions. The quality control will be exercised at all stages of construction, viz. Approval of materials thereof in proper proportion including prescribing norms for test periodically and acceptability criteria and workmanship at all stages of execution of individual terms of work.
- 3.42 The consultant shall suggest to the DFCCIL modifications, if any, due to site conditions and advising regarding cost variation, on account of extra items and excesses on the contract.
- 3.43 The consultants shall ensure regular and timely flow of working drawings/instructions.
- 3.44 The consultants shall monitor the progress by using modern methods of control such as computerized CPM / Project Management Softwares and submission of progress reports of work executed monthly.
- 3.45 The consultant shall undertake complete administration and management of contract till expiry of the defect liability period and payment of final dues to the contractor.
- 3.46 The Consultant shall render to the DFCCIL/Railway all required assistance, technical services, guidance, support, or advise on matters concerning engineering aspects of the Projects by way of personal interaction, and also through invited Experts on the matter with DFCCIL's prior approval.

4. Consultant's Authority



- 4.1 The Team Leader of the Consultant shall act as Engineer's Representative on behalf of the Engineer-in-Charge from the DFCCIL and exercise such authority as may be delegated by the Engineer-in-Charge for day-to-day working. Team Leader may further allocate and delegate such authority, as may be necessary for effective management of the Consultancy, to other Key Personnel in the Consultant's organization such as Resident Engineer, Design Engineer. All communication from the Consultant shall be carried out by the Team Leader or such Personnel who has been delegated the requisite authority. One copy of all correspondences emanating from the Consultant addressed to other than the DFCCIL shall invariably be marked to the Engineer-in-Charge.
- 4.2 The Consultant shall however not have any power in respect of the following and it shall only make recommendations to the Engineer-in-Charge of the DFCCIL in these matters:
- a. Approving deployment of any sub-contractor by the Contractor(s);
 - b. Granting Claims of Contractor(s);
 - c. Ordering suspension of Contractor's work;
 - d. Determining of an extension of time;
 - e. Waiving off the penalty and arranging the repayment of compensation for delay;
 - f. Issuing a variation order;
 - g. Ordering any works/test beyond the scope of the Contract(s);
 - h. Determining rates for the extra items/extra work;
 - i. Any variation in the contract condition;
 - j. Approval to designs submitted by the Contractor(s);
 - k. Relieving the Contractor(s) of its duties, responsibilities and obligation stated in the respective Contract Contracts; and
 - l. Exercising authority for items other than those provided in these terms of reference and stipulated in the Contract.

5 Consultant's Responsibility

- 5.1 The Consultant shall ensure that all its Personnel are experienced in modern methods of construction management, monitoring and supervision. It shall deploy experienced Personnel to the extent possible and shall provide compulsory training to its Personnel in quality, safety, and environment and construction management including training in railway works at IRICEN or such other Railway institutes. Further the Consultant shall provide compulsory job specific training to all its Personnel. All the Personnel of the Consultant should be fully aware of all relevant management procedures, method

statements, work procedures, inspection and testing procedures and Contract requirements/ specifications.

- 5.2 The Consultant shall work towards minimizing, if not total elimination of, claims and disputes from the Contractor(s).
- 5.3 While checking the invoices and bills submitted by the Contractor(s) the Consultant shall ensure recovery of advances including statutory recoveries and continued validity of securities submitted by the Contractor(s)' towards fulfillment of their liabilities to the works Contract(s).
- 5.4 The Consultant shall ensure implementation of various Labour Laws, Rules and Regulations including employee provident fund and other welfare measures by the Contractor(s) as per the extant provisions and as laid down in the Contract(s).
- 5.5 The Consultant shall maintain copies of all reference documents, specifications, drawings, management procedures, method statements, work procedures, inspection and testing procedures in a systematic manner in the office of the Project Manager/ Resident Engineer and provide adequate copies to site supervision personnel.
- 5.6 The Consultants shall be fully responsible for the soundness and correctness of all works executed by the Contractor, the soundness of design and of the conformity of the work to the approved plans, designs and specifications and conditions of contract applicable to the subject work.

6 Reports and Deliverables

The Consultant shall prepare and deliver reports including but not limited to those provided hereunder. Each of such reports shall be reviewed and commented by the DFCCIL preferably within 14 days of the receipt of the report. The Consultant shall thereafter revise and modify the report to comply the DFCCIL's observations and resubmit not later than 7 days of the receipt of such observations. Further, during course of the Consultancy the DFCCIL may at any time instruct the Consultant for further changes in these reports which the latter shall comply within 7 days of such instruction.

6.1 Inception Report

Within 21 days of the commencement of the Consultancy Contract, the Consultant shall prepare and deliver an Inception Report (the "**Inception Report**"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the Tender, the methodology to be followed and work plan. It shall also include quality assurance plan conforming ISO 9001 system of the Consultant's own working and including but not limited to quality policy, organizational structure, organizational chart, roles and responsibility of various positions, names of personnel proposed to man these positions, list of management procedures and element comparison schedule to establish compliance with ISO 9001 system. Roles and

responsibilities of Key Personnel and Other Professional Personnel specified at Annex-13 shall be expanded and detailed by the Consultant so as to make each Professional Personnel responsible for specific items in a manner that all items of the Terms of Reference are distinctively covered.

6.2 Management Procedures for Consultancy

The Consultant shall deliver detailed management procedures as listed in the quality assurance plan within 42 days of the commencement of the Consultancy. These procedures will describe how the Consultant will carry out the scope of Services and discharge its responsibility contained in the TOR. The management procedures shall be prepared for various Consultancy management activities including but not limited to personnel recruitment, training, document control, work inspections, material inspections, measurement checks, quality control, and design control.

6.3 Model Project Quality Management Framework

The Consultant shall prepare and deliver model Project quality management framework consisting of management plan and procedures to be followed by the Contractor(s) within 56 days of the commencement of the Consultancy.

6.4 Project Systems and Procedures

Within 70 days of the commencement of the Consultancy, the Consultant shall prepare and deliver formats for method statements, work procedures, inspection and testing procedures which shall be followed by the Contractor(s) for preparing their own documents.

7. Consultancy Team and Project Office

7.1 The Consultancy Team consisting of Key Personnel, Other Professional Personnel and Support Personnel as specified in the Annex-5 of the Contract. The Chief Resident Engineer shall be the Team Leader of the Consultancy Team and he shall be authorised by the Consultant through a Power of Attorney for taking all necessary actions on behalf of the Consultant for successfully carrying out the Services under the Consultancy and for all the day to day communication with the DFCCIL.

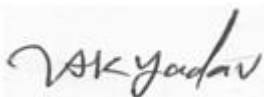
7.2 The Consultant shall deploy all his Key Personnel and technical experts at the Project office (the “**Project Office**”) located at a place agreed with the Engineer-in-Charge as per deployment schedule at the Annex-12 of the Contract. Field engineers e.g. Design Engineers, Section Engineers and Site Engineers and Support Personnel may be deployed either at the Project Office or site offices (the “**Site Office(s)**”) as agreed by the Engineer-in-Charge. The DFCCIL may change the Deployment Schedule. The DFCCIL will provide at least one month notice for deployment of Personnel in case of change in the Deployment Schedule and the Consultant shall deploy such Personnel within this

period. The Consultant shall deploy any Personnel only after the CV of such Personnel has been approved by the DFCCIL in advance.

- 7.3 The Engineer-in-Charge or the Engineer of the DFCCIL or any representative thereof may visit the Consultant's Project Office or the Site Office(s) any time during office hours for inspection and interaction with the Consultant's Personnel. It is expected of the Consultant to carry out the operations from its Project Office and Site Office(s). The management of the Consultant or its senior personnel would provide support to the Consultancy Team, as and when so required, from the headquarter office or other offices of the Consultant. Costs of man days of all such personnel and headquarter support services on the Consultancy shall be deemed to be covered under the Overhead costs specified in the Annex-4 of the Contract.

7.4 Meetings with the DFCCIL/Railway

The Team Leader shall report to the Engineer-in-Charge of the DFCCIL for all matters arising out of the Consultancy. Close interaction of the Team Leader with the Engineer-in-Charge is required for timely inputs, feedbacks on proposals, confirmation of operational requirements and approval of intermediate stages. The Team Leader along with selected Key Personnel shall interact with the Engineer-in-Charge, the Engineer and other supervisory staff of the DFCCIL (the "Project Team") once a week for weekly review meetings in which weekly progress reports, four week rolling Program and other reports shall be discussed. The Consultant's team of Personnel shall present its monthly progress report in a meeting with senior officers of the DFCCIL/Railway at the DFCCIL/Railway's Headquarters/ offices or at a place mutually convenient to both the Parties once a month. Final decision regarding the location of any such monthly meeting shall rest with the Engineer-in-Charge from the DFCCIL. Apart from other reports, four month rolling Program submitted by the Consultant shall also be discussed in the monthly meeting. Team Leader must participate in every Monthly meeting unless he is unavailable due to sickness. Team Leader may participate in alternate weekly meetings. In the absence of the Team Leader, the Consultancy Team shall be lead by the Resident Engineer in such meetings. In addition, the Team Leader or respective Key Personnel shall make formal presentations to the DFCCIL/Railway in such meetings as part of the interactive process as and when mutually agreed upon. Inputs and response provided by the Project Team or the DFCCIL/Railway in these presentations shall be minuted by the Consultant, got it approved by the Engineer-in-Charge, and be considered as the DFCCIL's tentative response. The Consultant shall submit the draft report of all important deliverables at least two weeks in advance of their proposed formal submission. Consultant shall actively associate in the Project Team's reviews of various submissions and provide necessary clarifications, documents and backup information for conducting the reviews. Further, the DFCCIL will send brief formal responses within two weeks of the Consultant's request for certain decisions and also



to the formal submissions. These should be considered and reflected in the final report of the respective reports/documents/deliverables.

8. Equipments and Services to be provided by the DFCCIL

The DFCCIL will provide certain equipments, office accommodation, office consumables etc. as specified in the Annex-11 of the Contract free of cost. These will be provided either directly or through the works Contractor. During the period office space and office consumables are provided to the Consultant the payment against respective items of Annex-6 and Annex-9 shall not be paid to it. However if the DFCCIL is not able to provide offices and office consumables, partly or fully, the Consultant shall be paid as per the Schedule of rates specified in Annex-6 and Annex-9 for such additional period, subject to such additional period not being more than 50% of those provided therein.

9. Measurement of Works of Contractor

9.1 Measurement and preparation of bill etc. would be undertaken by the works Contractor and submitted in serially numbered measurement sheets in the approved format supplied by the DFCCIL. Measurements recorded by the Contractor shall be checked by the Consultant as following:

(i) For hidden items of all departments, earthwork 100% centerline initial levels and 20% cross sections having heavy cross slopes, ballast measurement, pitching stone measurement and classification of soil - to be recorded by contractor in the presence of Resident Engineer of PMC and DFCCIL nominated engineer not less than Executive level.

(ii) For other measurements - 100% test check by Section / Field Engineer (SE) of PMC, 20% test check by Resident Engineer (RE) of PMC, not less than 5% test check by DyCPM / PM or equivalent in other departments, covering items test checked by SE and RE as well as other items also.

In the event of the Consultant discovering a mistake in any measurement recorded by the Contractor, which is not a minor one or a matter of misjudgment by the Contractor's engineer recording it, the Consultant shall inform each such instance to the Engineer-In-Charge for necessary action by the DFCCIL against the Contractor in accordance with the works contract. The Consultant shall arrange for joint correction with the Contractor's project manager of all such mistakes in the recorded measurements but not before the Contractor has taken suitable action against his engineer who recorded such measurements in the first place.

9.2 Further the DFCCIL shall carry out representative test checks of the measurements checked, verified and corrected by the Consultant as described above. All the men and materials required for such test checks by the DFCCIL official shall be provided by the Consultant. The Dy CPM / PM / DPM/ APM/ Executive or equivalent in other

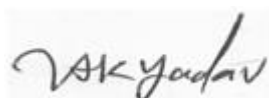
departments of the DFCCIL may also exercise random checks so as to ensure that the prescribed procedure has been followed and that there are no excess payment on account of incorrect/irregular measurements in the bill submitted to the DFCCIL for payment. In case any incorrect/irregular measurement is noticed by the DFCCIL in the bill forwarded by the Consultant which is attributable to the collusion of the Consultant's Personnel with the Contractor's personnel, such Personnel shall be immediately removed from the Project and the Consultancy and shall be blacklisted for working in any Consultancy on the DFCCIL. In case the noticed incorrect/irregular measurement is attributable to the carelessness of the Consultant's Personnel, such Personnel shall be removed immediately from the Consultancy/Project and suitable substitute has to be arranged by the Consultant. Further, for any mistake leading to excess billing in favour of the Contractor, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess payment shall be levied on the Consultant.

- 9.3 For hidden items, which cannot be verified later on even through the latest non-destructive testing methods such as initial levels before the earthwork, the test checks shall be more comprehensive and stringent than those prescribed under the clause 9.2 above and further these shall be recorded in the presence of the DFCCIL's representative. The DFCCIL will notify such procedure from time to time.
- 9.4 The Consultant shall indemnify the DFCCIL for excess billing claimed by the Contractor and paid by the DFCCIL, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel. The Consultant shall take out and maintain insurance at his own cost against this risk and for fulfilling its responsibility against this indemnity. Any such excess billing to the Contractor shall be first recovered from the Security Deposit and the Performance Guarantee and the balance amount, if any, shall be recovered by claiming benefit from the professional insurance of the Consultant.

10. Field Inspections

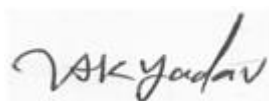
Regular inspection of Contractor's works in the field is the most important element for achieving the Objective of this Consultancy. Each Professional Personnel of the Consultancy Team shall carry out regular field inspections as per the minimum frequency specified below:

- a. The Team Leader shall inspect every work site at least once a fortnight and further whenever his services are required at the Project site either by the DFCCIL or the Consultant's Personnel. His field inspections shall be for ascertaining that the Field Engineers and Site Engineers are carrying out their work as per the Quality Assurance System, accompanying the field inspection by the Engineer-in-Charge and his senior officers from the DFCCIL to receive instructions from them and ensuring that the Contractor is carrying out works



as specified in the method statements, procedures and specifications and also for studying the problems on the spot and giving necessary clarification/direction.

- b. The Resident Engineer / Bridge Engineer shall inspect every work site at least once a week and whenever his services are required at the Project site either by the DFCCIL or the Consultant's Personnel. His field inspections shall be for ascertaining that the Field Engineers and Site Engineers are carrying out their work as per the Quality Assurance System, carrying out test checks of measurements, accompanying the field inspection by the Engineer and his senior officers from the DFCCIL to receive instructions from them and ensuring that the Contractor is carrying out works as specified in the method statements, procedures and specifications and coordinating with the Contractor's project manager for successful execution of the Project.
- c. Filed Engineer shall inspect every work site under his supervision at least once a day and whenever his services are required at the Project site either by the DFCCIL or the Consultant's Personnel. His field inspections shall be for ascertaining that the Site engineers are carrying out their work as per the Quality Assurance System, carrying out checks on measurements, accompanying the field inspection by the DFCCIL's supervisory staff and his senior officers from the DFCCIL to receive instructions from them and ensuring that the Contractor is carrying out works as specified in the method statements, procedures and specifications and witnessing important works like concreting, reinforcement lowering, surveying etc.
- d. Site Engineer, or in his absence Field Engineer, shall inspect every work site under his supervision at least twice a day and shall remain at the work site during each important construction activity such as concreting, reinforcement lowering, testing, etc. He shall accompany each inspection by any of the Consultant's Personnel or DFCCIL's officers or supervisors. He will ensure that the Contractor's engineers and staff are available at site and are carrying out all necessary checks, tests and procedures.
- e. Sector Expert, Design Review Manager, Program Expert and other experts shall inspect every work site at least once a month and as and when necessity arises or requests are received from Bridge Engineer/ Filed Engineer/ Site Engineers or are instructed by the Team Leader or the DFCCIL to do so as to solve specific issues at site.
- f. Quality Assurance Manager and Environment, Health and Safety Manager shall inspect each work site at least once a week and whenever their services are required for ascertaining that the Quality Assurance System is being followed by the Consultant's field Personnel and the Contractor and checking the compliances of the earlier site instructions, non-conformance notices, incident



reports and sub-standard safety condition reports. They shall accompany each inspection by the Team Leader, Engineer-in-Charge and other officers of the DFCCIL as and when requested.

11. Schedule of Payment

The Consultant shall raise periodic on-account bills, not more than once a month, for the Services rendered by it under this Consultancy. Such bills will consist of expenditure incurred by the Consultant against various items of Services under sub heads A, B and C of the Schedule of Costs for Services at Annex-4 of the Contract. The payable rates for Personnel, office, vehicles, meetings and office consumables shall be as agreed under respective Schedules placed at Annexes 5 to 9 of the Contract. The DFCCIL shall make payment to the Consultant against such bills in the manner and in installments specified in the SCC. Overhead Expenses and Service tax shall be paid at the rates agreed in the Annex-4 of the Contract over the sub-total of sub-heads A, B and C.

12. Duration and Completion of Services

12.1 The Consultancy shall be completed on successful commissioning of the Project(s) and submission by the Consultant of all as-built drawings and other reports of the Project and the Consultancy to the DFCCIL. All such drawings and reports shall remain the property of the DFCCIL and shall not be used for any purpose other than that intended under these Terms of Reference. The Consultancy services shall stand completed on acceptance of all the required deliverables of the Consultant by the DFCCIL and issue of Completion Certificate by the DFCCIL to Consultant.

12.2 Duration of Services

The Services shall have to be completed in all respect by the Consultant within a time period of 24 months including the Defect Liability Period of 6 months. However in the event of delay in the completion of the Project not attributable to the Consultant, the Engineer-in-Charge may grant such extension of time as in his opinion is reasonable having regard to the extension of time granted to the Contractor(s) from time to time. Further the DFCCIL may also grant extension of time along with liquidated damages if the delay is attributable to the Consultant. In case of any extension of time, with or without damages, the Consultant shall complete the Services in all respect within such extended time.

_____ **END OF TERMS OF REFERENCE** _____

VOLUME II

SCHEDULE IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

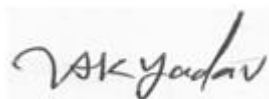
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

1.1 Definitions and Interpretation

1.1.1 The words and expressions beginning with capital letters and defined in this Contract shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) “Applicable Laws” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (b) “City” means the town/city of Mughalsarai / Varanasi or any place in project jurisdiction;
- (c) “Contract” means this Contract, together with all the Annexes;
- (d) “Contract Value” shall have the meaning set forth in the Agreement;
- (e) “Confidential Information” shall have the meaning set forth in Clause 3.3;
- (f) “Conflict of Interest” shall have the meaning set forth in Clause 3.2 read with the provisions of Tender Document;
- (g) “Dispute” shall have the meaning set forth in Clause 10.2.1;
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1;
- (i) “Government” means the Government of India;
- (j) “ INR, Re. or Rs.” means Indian Rupees;
- (k) “Member”, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and “Members” means all of these entities;
- (m) “Personnel” means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (n) “Party” means the DFCCIL or the Consultant, as the case may be, and Parties means both of them;
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in the Terms of Reference hereto;
- (p) “Tender Document” means the tender document in response to which the Consultant’s tender for providing Services was accepted; and
- (q) “Third Party” means any person or entity other than the Government, the DFCCIL or the Consultant.



Signature of Tenderer(s)

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the Tender Document.

1.2 Relation between the Parties

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

1.3 Rights and obligations

The mutual rights and obligations of the DFCCIL and the Consultant shall be as set forth in the Contract; in particular:

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The DFCCIL shall make payments to the Consultant in accordance with the provisions of the Contract.

1.4 Governing law and jurisdiction

This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at the City shall have jurisdiction over matters arising out of or relating to this Contract.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Contract are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract.

1.7 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

- (a) in the case of a notice meant for the Consultant, be given by fax and by letter delivered by courier, post or hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the DFCCIL;

- (b) in the case the Consultant issues a notice to the DFCCIL, it could be given by fax and by letter delivered by hand and be addressed to the DFCCIL with a copy delivered to the DFCCIL Representative set out below in Clause 1.10 or to such other person as the DFCCIL may from time to time designate by notice to the Consultant; and
- (c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

1.8 Location

The Services shall be performed at the site of the Project in accordance with the provisions of Tender Document and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Member-in-charge

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

1.10 Authorised Representatives

- 1.10.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the DFCCIL or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.
- 1.10.2 The DFCCIL may, from time to time, designate one of its officials as the DFCCIL Representative. Unless otherwise notified, the DFCCIL Representative shall be Deputy Chief Project Manager/Engineering/Mughalsarai (DyCPM/Engg/MGS).
- 1.10.3 The Consultant will designate the Chief Resident Engineer, who is the Team Leader of the Consultancy Team as Consultant's Representative.

1.11 Taxes and duties

Unless otherwise specified in the Contract, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the DFCCIL shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it. The GST, as applicable shall be paid extra.

2. COMMENCEMENT, COMPLETION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and be effective from the date specified in the Letter of Acceptance of this Contract (the "Effective Date").

2.2 Commencement of Services

The Consultant shall commence the Services within the period specified in either the Letter of Acceptance or the Notice to Proceed, unless otherwise agreed by the Parties.

2.3 Termination of Contract for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the DFCCIL may, by not less than 2 (two) weeks' notice to the Consultant, declare this Contract to be null and void, and in the event of such a declaration, the EMD, the Security Deposit and the Performance Guarantee of the Consultant shall stand forfeited.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall expire when the Services have been completed, all payments due under this Contract have been made and a period of one month has elapsed after expiry of the Defect Liability Period.

2.5 Entire Contract

2.5.1 This Contract, the LOA, the NTP, the GCC, the SCC, the Terms of Reference and other Annexes together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the Tender Document shall continue to subsist and shall be deemed as part of this Contract.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Contract, the provisions of Tender Document shall apply.

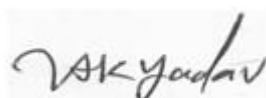
2.6 Modification of Contract

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

2.7 Force Majeure

2.7.1 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 impractical as



reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (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 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 the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, 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.

2.7.5 Payments

During or any time after the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall not be reimbursed any costs

incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 Suspension of Contract

The DFCCIL may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Contract or shall fail to perform any of its obligations under this Contract, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Contract

2.9.1 The DFCCIL may, by not less than thirty (30) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Contract if:

- (a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the DFCCIL may have subsequently granted in writing;
- (b) the Consultant becomes insolvent or bankrupt or enters into any Contract with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 10 hereof;
- (d) the Consultant submits to the DFCCIL a statement which has a material effect on the rights, obligations or interests of the DFCCIL and which the Consultant knows to be false;
- (e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- (f) as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (g) the DFCCIL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in Clause 3.6 (ii) hereof, and any right or remedy which a Party may have under this Contract or the Applicable Law. Upon termination of this Contract pursuant to Clauses 2.3 or 2.9 hereof, the Security Deposit and the Performance Guarantee shall be forfeited by the DFCCIL.

2.9.3 Cessation of Services

Upon termination of this Contract pursuant to Clauses 2.9.1 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the DFCCIL, the Consultant shall proceed as provided respectively by Clauses 3.9 or 3.10 hereof.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.9.1 hereof, the DFCCIL shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the DFCCIL):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination;
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract including the cost of the return travel of the Consultant's personnel.

2.10 Supersession of the Consultant

In case a situation so arise, the DFCCIL may supersede any or all of the instructions issued by the Consultant to the Contractor(s) during a particular period of time by issuing its own fresh instructions to the Contractor(s). Further the DFCCIL may take over any or part of activities hitherto being carried out by the Consultant and this may cause removal of certain Personnel from the Project(s) by the Consultant. The

Consultant shall not be entitled for any compensation over any of the actions of DFCCIL specified under this Clause.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the DFCCIL, and shall at all times support and safeguard the DFCCIL's legitimate interests in any dealings with Third Parties.

3.1.2 Terms of Reference

The scope of Services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-3 of this Contract. The Consultant shall provide the deliverables specified therein in conformity with the time schedule stated therein.

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Contract.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) after the termination of this Contract, such other activities as may be specified in the Contract; or
- (c) at any time, such other activities as have been specified in the Tender Document as Conflict of Interest.

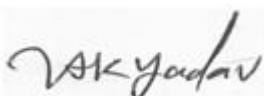
3.2.4 Consultant not to benefit from commissions discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services and the Consultant shall not accept for its 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 its obligations hereunder, and the Consultant shall use its best efforts to ensure that any of its Personnel or agents, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and have not engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**"). Notwithstanding anything to the contrary contained in this Contract, the DFCCIL shall be entitled to terminate this Contract forthwith by a communication in writing to the Consultant, without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Contract. In such an event, the DFCCIL shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the DFCCIL towards, inter alia, time, cost and effort of the DFCCIL, without prejudice to the DFCCIL's any other rights or remedy hereunder or in law.

3.2.6 Without prejudice to the rights of the DFCCIL under Clause 3.2.5 above and the other rights and remedies which the DFCCIL may have under this Contract, if the Consultant is found by the DFCCIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Contract, the Consultant shall not be eligible to participate in any tender or Tender Document issued during a period of 2 (two) years from the date the Consultant is found by the DFCCIL to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

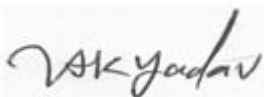
3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them:



- (a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DFCCIL who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Contract before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DFCCIL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser the DFCCIL in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the DFCCIL under this Contract;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the DFCCIL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant or its Personnel shall not, either during the term or within two years after the expiration or termination of this Contract, disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the DFCCIL to the Consultant and its Personnel; any information provided by or relating to the DFCCIL, its technology, technical processes, business affairs or finances or any information relating to the DFCCIL’s employees, officers or other professionals or suppliers, customers, or contractors of



the DFCCIL; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Contract ("**Confidential Information**"), without the prior written consent of the DFCCIL.

Notwithstanding the aforesaid, the Consultant or its Personnel may disclose Confidential Information to the extent that such Confidential Information:

- (i) was in the public domain prior to its delivery to the Consultant and its Personnel become a part of the public knowledge from a source other than the Consultant and its Personnel;
- (ii) was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that for any such disclosure, the Consultant and its Personnel shall give the DFCCIL, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Personnel, as is reasonable under the circumstances; provided, however, that the Consultant or its Personnel, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

3.4.1 The Consultant's liability under this Contract shall be determined by the Applicable Laws and the provisions hereof.

3.4.2 Consultant's liability towards the DFCCIL

The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the DFCCIL for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it. The authority to decide and quantify the Consultant's liability in terms of this Clause shall rest with the DFCCIL. However, this authority shall be exercised by an officer of rank not less than the Chief Project Manager (CPM) of the DFCCIL.

3.4.3 The Parties hereto agree that in case of negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the DFCCIL's property, shall not be liable to the DFCCIL:

- (i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (a) the Contract Value set forth in Clause 6.1.2 of this Contract, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability in accordance with Clause 3.5.2, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.

3.4.4 Indemnity

The Consultant shall, subject to the provisions of the Contract, indemnify the DFCCIL for any direct loss or damage that is caused due to any deficiency in the Services including any excess billing claimed by the Contractor and paid by the DFCCIL either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel. The Consultant shall take out and maintain professional insurance at his own cost for the amount specified in Clause 3.5 towards this end. This shall be over and above the Security Deposit and Performance Guarantee specified in Clause 7.1.

3.5 Insurance to be taken out by the Consultant

3.5.1 (a) The Consultant shall take out and maintain, at its own cost but on terms and conditions approved by the DFCCIL, following insurance policies against and for the coverage of risks in accordance with good industry practice including but not limited to those specified here below:

(i) Professional Indemnity Cover by the Consultant

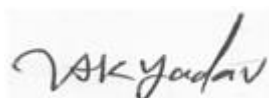
The (PMC) Consultant should take a Professional Indemnity Insurance policy, with the name of DFCCIL as beneficiary of the insurance proceeds, to cover the following risks:

- Negligence, Errors and Omissions by the Personnel of the (PMC) Consultant
- Failure of the (PMC) Consultant to perform the Services

The limit of indemnity to be obtained should be at least 10 times the value of the Consultancy Contract and it shall be available all through the Contract period and also for a period of three years beyond the Contract Period.

(ii) Fidelity Guarantee covers by the Consultant

The consultant will buy a policy with the name of DFCCIL as beneficiary of the insurance proceeds against infidelity by any or all the employees supervising the Contractor's works on behalf of the Consultant to cover the direct financial loss to the DFCCIL due to excess payment to the contractors/suppliers due to intentional



collusion with Contractors/Suppliers resulting in raising/passing of bills in excess of the works executed at the site. The limit of indemnity should be at least 5 times of the value of the Consultancy Contract.

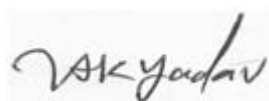
(iii) Employer's liability and Workmen's Compensation Insurance

The Contractor and Consultant should take separate appropriate Insurance policies as required by law with the name of the Consultant as beneficiary of the insurance proceeds and submit copy of such policies to the DFCCIL.

(iv) Contractor All Risk Insurance

The principal Consultant should buy a Contractor All Risk (CAR) Insurance cover, with the name of DFCCIL as beneficiary of the insurance proceeds, which will include their sub-consultants/contractors equivalent to following values covering the entire Contract period including Defect Liability Period:

- a. Risks due to External perils and Failure to perform to the extent of full value of the works contract.
 - b. Damage to adjacent property to the extent of 10% of the value of the works contract.
 - c. Third Party Liability cover to the extent of Rs.1crores for property damage & bodily injury to the third party individuals on each occasion without any limit on the number of occasions.
 - d. Clearance and Removal of debris in the event of damage to the works due to External Perils to the extent of Rs.1 crores.
 - e. Cross Liability cover Damage to the extent of 10% of the value of the works contract.
 - f. Damage or Major Breakdowns of Plants and Equipments, each costing 5% of the project value or more to the extent of its replacement cost.
 - g. All the vehicles used by consultants in connection with the work shall be ensured to protect the interest of Employer.
- (b) At the time of signing of the Contract Agreement, the Consultant shall produce the documentary evidence of having processed/purchased all the insurances required. Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the DFCCIL, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Contract.
- (c) If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the DFCCIL shall, apart from having other recourse available under this Contract, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the



Consultant, and the Consultant shall be liable to pay such amounts on demand by the DFCCIL.

(d) Except in case of Third Party liabilities, the insurance policies so procured shall mention the DFCCIL as the beneficiary of the Consultant and the Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the DFCCIL as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

- (a) Third Party liability insurance as required under Applicable Laws but with minimum coverage of twice the Contract Value.
- (b) The indemnity to the DFCCIL against excess billing claimed by the Contractor and paid by the DFCCIL, either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel.
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start no later than the date of commencement of Services and remain effective as per relevant requirements of the Contract.
- (d) Direct loss to the DFCCIL due to deficiency in the Services rendered by the Consultant under this Contract including but not limited to defects in design cleared, defects in construction allowed, wrong procedures adopted and inadequate control exercised on the quality and safety of works of the Contractor by the Consultant or any of its Personnel.
- (e) The total coverage of insurance for indemnity to the DFCCIL shall be not less than 10 (ten) times the Contract Value. Insurance cover for risks specified in sub-clauses (a) and (c) here above shall be additional. In case of consortium, the policy should be in the name of Lead Member and not in the name of individual Members of the consortium.

3.6 Accounting, inspection and auditing

The Consultant shall,

- (i) 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 basis thereof (including the basis of the Consultant's costs and charges), and

- (ii) permit the DFCCIL or its designated representative periodically, and up to one year 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 DFCCIL.

3.7 Consultant's actions requiring the DFCCIL's prior approval

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

- (a) appointing such members of the Professional Personnel as are not listed in Annex-5, or
- (b) any other action that may be specified in this Contract.

3.8 Reporting obligations

The Consultant shall submit to the DFCCIL the reports and documents specified in the Contract, in the form, in the numbers and within the time periods set forth therein.

3.9 Documents prepared by the Consultant to be property of the DFCCIL

3.9.1 All plans, drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the DFCCIL, and the Consultant shall, not later than termination or expiration of this Contract, deliver all such documents to the DFCCIL, together with a detailed inventory thereof. The Consultant may retain a copy of such documents. Restrictions about the future use of these documents shall be as specified in the Contract.

3.9.2 The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the DFCCIL.

3.10 Equipment and materials furnished by the DFCCIL

Equipment and materials made available to the Consultant by the DFCCIL shall be the property of the DFCCIL and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall furnish forthwith to the DFCCIL, an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the instructions of the DFCCIL. While in possession of such equipment and materials, the Consultant shall, unless otherwise instructed by the DFCCIL in writing, insure them in an amount equal to their full replacement value.

3.11 Providing access to Project Office and Personnel

The Consultant shall ensure that the DFCCIL, and officials of the DFCCIL having authority from the DFCCIL, is provided unrestricted access to the Project Office and to all Personnel during office hours. the DFCCIL's any such official shall have the right to

inspect the Services in progress, interact with Personnel of the Consultant and verify the records for his satisfaction.

3.12. Accuracy of Documents

The Consultant shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the DFCCIL against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practices. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the drawings including any re-survey/ investigations.

4 CONSULTANT'S PERSONNEL

4.1 General

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

4.2 Deployment of Personnel

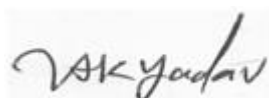
4.2.1 The designations, names and the estimated periods of engagement in carrying out the Services by each of the Consultant's Personnel and their respective Man Month rates are described in Annex-5 of this Contract.

4.2.2 The DFCCIL expects all the Key Personnel to be available during the first year (12 months) of implementation of the Contract. The DFCCIL will not consider substitution of Key Personnel except under exceptional circumstances. Such substitution shall be limited to a maximum of 20% Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the DFCCIL. As a condition to such substitution, a sum equal to 20% of the remuneration specified for the Key Personnel in the Contract at the time of such replacement (last drawn remuneration) shall be deducted from the payments due to the Consultant till 12 months of the implementation of the Contract or six months of deployment of the new Key Personnel, whichever is later. Such deduction of 20% of the remuneration till six months of deployment of the new Key Personnel shall also be applicable in cases where replacement of Key Personnel has either been requested by the DFCCIL pursuant to Clause 4.2.3 and 4.2.4 or the Consultant itself has made the substitution after the first 12 months of the implementation of the Contract. Substitution of the Team Leader will not normally be considered during the first year (12 months) and may lead to termination of the Contract.

- 4.2.3 The DFCCIL may direct the Consultant to replace any Key Personnel at any time during the implementation of the Contract on the basis of non-satisfactory performance or otherwise and the Consultant shall have to replace the Key Personnel with equally or more competent and experienced personnel to the satisfaction of the DFCCIL.
- 4.2.4 In the event that any of the personnel is found by the DFCCIL to be incompetent, guilty of misbehavior, or incapable in discharging the assigned responsibilities, the DFCCIL may direct the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience meeting with the minimum eligibility specified in the Contract and acceptable to the DFCCIL. Each replacement for a Personnel at any time during the implementation of the contract, either on the request of the DFCCIL pursuant to the provisions specified in the Clause or by the Consultant on its own, shall cause a deduction of 20% of the remuneration specified for the Personnel in the Contract at the time of such replacement till 12 months of the implementation of the Contract or six months of the deployment of the new Key Personnel, whichever is later.
- 4.2.5 The DFCCIL may instruct the Consultant for continuation of a maximum of 20% of the Professional Personnel deployed beyond the first year (12 months) on the basis of their performance and need for their continuation in the interest of the Project(s). If the Consultant accepts such request, the Man Month rate of such Personnel shall get increased by 10% with effect from the 13th Month of deployment. Such extension may be requested by the DFCCIL every subsequent year for the same or different set of Professional Personnel till the Completion of the Consultancy and each such time the Man Month rate of such Personnel will increase by 10%. However each year the number of such Professional Personnel shall not be more than 20% of the number of Professional Personnel deployed. However if any of such Professional Personnel, whose Man Month Rate has been increased as aforesaid or who has been requested by the DFCCIL for continuation, leaves the Consultancy the respective Man Month rate shall revert back to those originally specified in the Contract.
- 4.2.6 If additional work is required beyond the scope of the Services specified in the Terms of Reference and the variations in man months allowed as per Annex-5 (Schedule of Personnel and Man Month Rates), the estimated periods of man months of Personnel and other costs set forth in the Annexes of the Contract may be increased by agreement in writing between the DFCCIL and the Consultant, provided that total increase in payments under this Contract in no case shall not exceed the Contract Value by more than 50%.

4.3 Approval of Personnel

The Professional Personnel listed in Annex-5 of the Contract are approved by the DFCCIL. No other Professional Personnel shall be engaged without prior approval of the DFCCIL.



4.4 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Contract, and the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is excluded from the mandays of service set forth in Annex-2. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the DFCCIL, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.5 Team Leader

The Chief Resident Engineer shall be designated as the Team Leader of the Consultancy Team and he shall be responsible for the coordinated, timely and efficient functioning of all Personnel.

4.6 Training of Personnel

4.6.1 All Professional Personnel shall have at least one year work experience in DFCCIL related works in the disciplines relevant to the Project. Each such Professional Personnel who doesn't have this experience shall undergo compulsory training at the Indian Railways Institute of Training (IRICEN), Pune or such other training institutes on Indian Railways which are notified by the DFCCIL for such training, within six months of the deployment of such Professional Personnel. The cost of training and other incidental expenditure in this regard shall be borne by the Consultant and shall be deemed to be included in the overhead expenses of the Consultant. Railway Board issues instructions regarding the cost of the training to be charged by IRICEN from time to time.

4.6.2 The Consultant shall deploy a minimum of 50% of the Professional Personnel who are not retired DFCCIL employees. The Consultant is encouraged to propose fresh engineering graduates/diplomas holders as Design Engineer, Section Engineer and Site Engineers. However in such cases the DFCCIL may allow such Personnel to be deployed subject to their number not being larger than 50% of total Personnel in each such category and further subject to such Personnel being kept under training for the first six months of deployment during which period such Personnel shall be paid at 50% of the Man Month rate specified at Annex-5 of the Contract. Continuation and confirmation of deployment of such Personnel kept under training shall be subject to the Personnel successfully completing the compulsory training specified in Clause 4.6.1 and further subject to the approval of the Engineer-in-Charge.

5. OBLIGATIONS OF THE DFCCIL

5.1 Assistance in clearances etc.

Unless otherwise specified in the Contract, the DFCCIL shall make best efforts to ensure that the Government shall:

- (a) provide the Consultant and its Personnel with work permits and such other documents as may be necessary to enable the Consultant or its Personnel to perform the Services;
- (b) facilitate prompt clearance through customs of any equipment/article required to be imported for the Services; and
- (c) 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;

5.2 Access to land and property

The DFCCIL assures that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this Contract, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Consultant in performing the Services, by an amount exceeding 2% (two percent) of the Contract Value specified in Clause 6.1.2, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by Contract between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Contract Value.

5.4 Payment

In consideration of the Services performed by the Consultant under this Contract, the DFCCIL shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Contract.

6. PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Contract Value

6.1.1 The Contract Value towards the cost of the Services shall be as specified in the recital of the Contract. Estimates of the cost of the Services and rates thereof payable to the Consultant is set forth in Annex-4 through Annex-9 of the Contract.

6.1.2 Except as provided under Clause 4.2.5 and Annex-5 (Schedule of Personnel and Man Month Rates) or as may be otherwise agreed under Clause 4.2.6 the payments under this Contract shall not exceed the Contract value.

6.2 Currency of payment

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

6.3.1 A Mobilization Advance for an amount upto 10% (ten percent) of the Contract Value shall be paid to the Consultant on request and against a Bank Guarantee for the amount of Mobilisation Advance from a Scheduled Bank in India. Chargeable interest on the advance, recoveries and other conditions governing the mobilization advance shall be as per extant rules of works contract on Indian DFCCILs.

6.3.2 The Consultant shall be paid for the Services as per the Payment Schedule at Annex-4 through Annex-9 of this Contract.

6.3.3 Payment for Personnel shall be made to the Consultant in the manner explained below:-

(i) The monthly payment shall be made @ 80% of the accepted man month rates as per actual deployment of Personnel duly certified by the Engineer-In-Charge.

(ii) 10% of the accepted man month rates shall be released proportionately to the average financial progress of the construction contract(s) for which the Consultant has been appointed.

(iii) Balance 10% of the accepted man month rates shall be released on successful commissioning of the project as under:

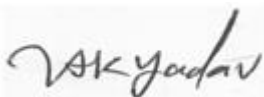
a) Along with passing of the Final bill - 6%

b) During defect liability period of one year (matching with the defect liability period of construction contractor) - 4% @ 1% for each quarter.

(iv) In case any of the relevant Key Personnel/Technical staff remains unavailable during important activities, like Pre-Non Interlocking, Non-interlocking work and commissioning of project, recovery will be made @ three times the payable remuneration. At other times, in case of failure of deployment of Key Personnel/other Professional Personnel, DFCCIL will be entitled to a deduction @ 1% of accepted monthly remuneration rate of the personnel not deployed per day of delay, for the first 30 days after the notice period (not less than two weeks). After above 30 days period is over, the deduction @ 2% of the accepted monthly remuneration of the Personnel not deployed per day of delay shall be applicable. The decision of the DFCCIL in this regard will be final and binding.

6.3.4 In case currency of the Contract is extended for reasons not attributable to the Performance of the Consultant, the remuneration per month in the extended period shall be made based on accepted man month rates and actual deployment of staff in the manner specified in Clause 6.3.3.

- 6.3.5 In case the Contract is extended due to reasons attributed to the Consultant, the payment per month in the extended period shall not be made; however, all Personnel as per deployment schedule shall continue to be provided by the Consultant. The part of the money held back earlier in terms of the Clause 6.3.3 will continue to be released based on actual financial progress of work. In case the Consultant fails to deploy any Personnel during such extended period the equivalent amount will be recovered from the Security Deposit and/or the Performance Guarantee or any other sums due to the Consultant.
- 6.3.6 In case the Contract is completed ahead of schedule, then the part of the payment specified in Clause 6.3.3 (i) and (ii) will be restricted up to the month in which the Contract is concluded. The part of the payment specified in Clause 6.3.3 (iii) will be released in full for the entire stipulated duration of the contract as an incentive for ensuring early completion.
- 6.3.7 In the event of fore-closure/termination of construction contract for supervision of which the Consultant has been appointed, no further payment beyond 30 days from the date of such fore-closure/termination of construction contract shall be made to the Consultant. In all such cases, further continuance of the Consultant's Contract would be determined by the DFCCIL and the DFCCIL's decision would be final.
- 6.3.8 Payments against various items other than Man Months of Personnel of Annex-4 of the Contract shall be made on reimbursement basis on submission of Statement of Expenses by the Consultant. However at no point of time the percentage payment against any item shall be more than the cumulative percentage of the Professional Personnel Man Months already spent on the Consultancy.
- 6.3.9 Remuneration for Personnel shall be determined on the basis of time spent by the Personnel in performance of the Services after the Effective Date as per accepted rates of the Contract. Unless otherwise specifically provided for in Contract, such rates shall be fixed for the duration of the Contract.
- 6.3.10 Remuneration for periods of less than one month shall be calculated on a calendar day basis for the time spent in the field for part of the month. The personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Personnel's remuneration shall be deemed to cover these items. Any taking of leave by Personnel shall be subject to the prior approval of the DFCCIL and the Consultant shall ensure that such absence will not delay the progress and adequate supervision of the Services. The period for which the Consultant's Personnel will be on leave shall not be charged on the bill and the bill must be accompanied with the attendance record for the period. The working hours of the personnel of the Consultant will have to be adjusted for proper supervision at all times when the work is in progress, without any over time, according to the requirement at site.
- 6.3.11 Consultant's Personnel can avail one day weekly rest and also National holidays declared at DFCCIL's Headquarters office for which no deduction in their remuneration will be



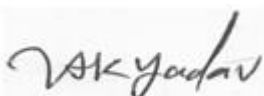
made. If required the Personnel shall stagger/defer such weekly rest or availing National Holiday during exigencies, so as to ensure uninterrupted progress of works.

- 6.3.12 The final 10% part payment under the Clause 6.3.3 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the DFCCIL. The Services shall be deemed to have been completed and finally accepted by the DFCCIL and the final report and final statement shall be deemed to have been approved by the DFCCIL as satisfactory upon expiry of 90 (ninety) days after receipt of the final report and final statement by the DFCCIL unless the DFCCIL, within such 90 (ninety) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services, the final report or final statement, as the case may be. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated.
- 6.3.13 Any amount which the DFCCIL has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the DFCCIL within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the DFCCIL for reimbursement must be made within 1 (one) year after receipt by the DFCCIL of a final report and a final statement in accordance with Clause 6.3.12. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten percent) per annum.
- 6.3.14 All payments under this Contract shall be made to the account of the Consultant as may be notified to the DFCCIL by the Consultant.
- 6.3.15 The consultant shall submit their invoice/s to the Person/s authorized by the MOR Representative for certifying and causing payment.

7. LIQUIDATED DAMAGES AND PENALTIES

7.1 Security Deposit and Performance Guarantee

- 7.1.1 EMD of the successful Tenderer who is awarded the Consultancy shall be retained by the DFCCIL as part of security for the due and faithful fulfillment of the Contract (the “**Security Deposit**”) by the Consultant. The amount of the Security Deposit shall be 5% of the Contract Value. The balance amount to make up the Security Deposit for this Consultancy may be deposited by the Consultant in advance otherwise it will be recovered from the Consultant’s running bills @ 10% deduction from each such bill. Further the Consultant shall deposit a performance guarantee (the “**Performance Guarantee**”) for an amount not less than 5% of the Contract Value in the form of a Bank Guarantee in the Format at Annex-10 of Form of Contract prior to or at the time of execution of the Contract. Security Deposit will be appropriated and Performance Guarantee will be encashed, partly or fully, against breach of this Contract or for recovery of liquidated damages as specified in Clause 7.2 herein. The Consultant shall



recoup the Performance Guarantee within one month of any encashment by the DFCCIL. The balance remaining out of the Security Deposit and the Performance Guarantee shall be returned to the Consultant at the end of the Defect Liability Period as specified in Clause 8 hereunder.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the DFCCIL in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

7.2.2 Liquidated Damages for delay

In case of delay in commissioning of the Project leading to delay in completion of Services, due to reasons not attributable to the DFCCIL, and the DFCCIL imposes liquidated damages on the Contractor, liquidated damages not exceeding an amount equal to 0.05% (zero point zero five percent) of the Contract Value per day, subject to a maximum of 5% (five percent) of the Contract Value will be imposed on the consultant and shall be recovered by appropriation from the Security Deposit or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Liquidated Damages for Excess Billing to the Contractor (s)

In case of any excess billing to the Contractor(s), either due to oversight of the Consultant's Personnel or done intentionally with the collusion of the Consultant's Personnel, liquidated damages not exceeding an amount equal to 10% (ten percent) of the amount of excess billing shall be levied on the Consultant and shall be recovered by appropriation from the Security Deposit or otherwise.

7.2.4 Encashment and appropriation of Security Deposit and Performance Guarantee

The DFCCIL shall have the right to invoke and appropriate the Security Deposit and Performance Guarantee, in whole or in part, without notice to the Consultant in the event of breach of this Contract or for recovery of liquidated damages specified in this Clause 7.2. In the event any portion of the Security Deposit is appropriated by DFCCILs, then immediately following such appropriation, the Consultant shall replenish the Performance Guarantee within 1 (one) month of its appropriation, and in the event of default by the Consultant, DFCCILs shall have the right to take such steps as it may deem necessary, including termination of this Agreement.

7.3 Penalty for deficiency in Services

In addition to the liquidated damages as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant

deficiencies in Services causing adverse effect on the Project or on the reputation of the DFCCIL, other penal actions including temporarily withholding of part payment from on account bills, penalty recoverable from on account bills, and debarring for a specified period may also be initiated as per policy of the DFCCIL.

8. Defect Liability Period

The defect liability period (the “**Defect Liability Period**”) for the Consultancy shall be 06 months from the date of final payment made to the Consultant on completion of Services or the Maintenance Period of the works Contract(s) whichever is later. The Consultant shall continue to be liable during the Defect Liability Period for any deficiency in Services rendered by it, any defect noticed in the works which is attributable to such deficiency in Services, or any excess payment made to the Contractor(s) due to improper check by the Consultant’s Personnel. The Consultant shall continue to assist the DFCCIL during the Defect Liability Period, as and when need arises, on any matter related to the Project(s) that is incidental to the Services rendered by the Consultant.

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

9. 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 10 hereof.

10. 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 resolution

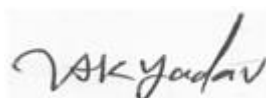
10.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 10.3.

10.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

10.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Managing Director of DFCCIL having jurisdiction over the section and the Chairman of the Board of Directors of the Consultant for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 10.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of GCC.

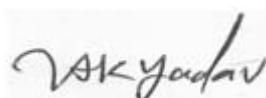
_____END OF SCC_____



VOLUME II

APPENDICES

(Forms for Tenders)

A handwritten signature in black ink, appearing to read 'VAK yadav', is written over a light gray rectangular background.

APPENDIX-I

Technical Offer FormsForm-1**LETTER OF OFFER**

(On Sole Firm or Authorised Member's letter head)

(Date and Reference)

To,

_____,
_____,
_____.

Sub: [Name of Work] Project Management Consultancy

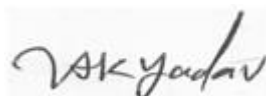
Ref: [Tender Notice No.]

Dear Sir,

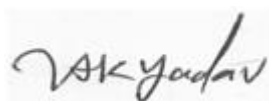
With reference to your Tender Document as per above captioned Tender Notice, I/We, having examined all relevant documents and understood their contents, hereby submit our Tender for selection as Consultant for Project Management Consultancy for _____. The proposal is unconditional and unqualified.

2. All information provided in the Tender and in the Appendices is true and correct and all documents accompanying such Tender are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the DFCCIL any additional information it may deem necessary or require for supplementing or authenticating the Tender.
5. I/We acknowledge the right of the DFCCIL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

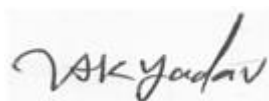
Signature of Tenderer(s)



6. We certify that in the last one year, we/ any of the consortium members have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the Tender Documents, including any Addendum issued by the DFCCIL;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.2.8 of the Tender Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the Tender document, in respect of any tender or request for proposal issued by or any Contract entered into with the DFCCIL or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 4 of the Tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Tender that you may receive nor to select the Consultant, without incurring any liability to the Tenderers in accordance with Clause 2.32.2 of the Tender document.
9. I/We declare that We/any member of the consortium, are/is not a Member of a/any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.



11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. I/We hereby irrevocably waive any right which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by the DFCCIL and/ or the Government of India in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. The EMD of Rs. _____ (Rupees _____ only) in the form of _____ is attached, in accordance with the Tender document.
15. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened.
16. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the Tender Due Date specified in the Tender.
17. A Power of Attorney in favour of the authorised signatory to sign and submit this Tender and documents is attached herewith in Form 4.
18. In the event of my/our being selected as the Consultant, I/we agree to enter into a Contract in accordance with the format Schedule-II of the Tender. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
19. I/We have studied Tender and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the DFCCIL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.



20. The Financial Offer is being uploaded in separate file along with Technical Offer. This Technical Tender read with the Financial Tender shall constitute the Application which shall be binding on us.
21. I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender Document.

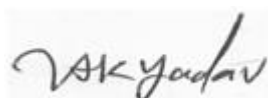
Yours faithfully,

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

(Name and seal of the Tenderer / Authorised Member)

Note: The cost of Tender document Rs.***** has been remitted through demand draft no _____ dated _____ drawn on _____ (Name of Bank) in favour of ***** at ****.



APPENDIX-I

Form-1 (a)

**FORMAT FOR AFFIDEVIT TO BE UPLOADED BY TENDERER ALONGWITH THE
TENDER DOCUMENT
(Clause 1.6.2, Volume - I)**

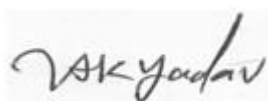
(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/- The stamp paper has to be in the name of the tenderer)**

Tender Notice No.....

Name of Work:.....

I(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s (hereinafter called the tenderer) for the purpose of the Tender documents for the work ofas per the tender No.....of (..... Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer(s), am/are signing this document after carefully reading the contents.
2. I/we the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender document from the website www.tenderwizard.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e evolution of tenders, execution of work of final payment of the contract, the master copy available with the DFCCIL shall be final and binding up me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the document/credentials submitted along with the offer and same shall be binding upon me/us.



6. **I/we declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness for the information and documents, submitted by us.**
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire DFCCIL. Further, I/we (insert name of the tenderer)**..... and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other provided in the contract including banning of business for five year on entire DFCCIL.

DEPONENT
SEAL AND SIGNATURE
OF THE TENDERER

VERIFICATION

I/we above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

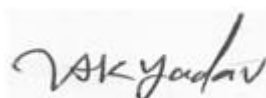
SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

****The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer.**

Attestation before Magistrate/Notary Public

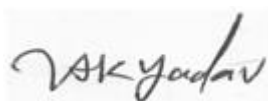


APPENDIX-I

Form-2**Particulars of the Tenderer**

1.1	Title of Consultancy: PROJECT MANAGEMENT CONSULTANCY
1.2	Title of Project(s): _____
1.3	State whether applying as Sole Firm or Consortium of firms: Sole Firm or Consortium
1.4	State the following for the Lead Member, Authorised Member and other Members separately: Name of Company or Firm: Legal status (e.g. incorporated private company, unincorporated business, partnership etc.): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business
1.5	Name, Designation, Address and Phone Numbers of Authorised Signatory of the Tenderer: Name: Designation: Company: Address: Phone No.: Fax No. E-mail address:

Signature of Tenderer(s)



1.6	<p>For the Tenderer, (in case of a consortium, for each Member), state the following information:</p> <p>i) In case of non Indian company, does the company have business presence in India?</p> <p style="text-align: right;">Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>ii) Has the Tenderer or any of the Members in case of a consortium been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iii) Has the Tenderer/ Member ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p style="text-align: right;">Yes/No</p> <p>iv) Has the Tenderer or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>v) Has the Tenderer or any of the Members, in case of a consortium, suffered bankruptcy/insolvency in the last five years?</p> <p style="text-align: right;">Yes/No</p> <p>Note: If answer to any of the questions at ii) to v) is yes, the Tenderer is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Tenderer's firm/company (or any member of the consortium) combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer?</p> <p style="text-align: right;">Yes/No</p> <p>If yes, does the Tenderer (and other Member of the Tenderer's consortium) agree to limit the Tenderer's role only to that of a consultant/ adviser to the DFCCIL and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity.</p> <p style="text-align: right;">Yes/No</p>

APPENDIX-I

Form-3**Statement of Legal Capacity**

(To be forwarded on the letter head of the Tenderer/ Authorised Member)

Ref. Date:

To,

_____.

Dear Sir,

Sub: Tender for Project Management Consultancy for _____ (name of the Project(s))

We hereby confirm that we, the Tenderer (along with other members in case of consortium, constitution of which has been described in the Joint Bidding Agreement annexed with the Tender*), satisfy the terms and conditions laid down in the Tender document.

We have agreed that _____ (insert Lead Member's name) will act as the Lead Member of our consortium and _____ (insert Authorised Member's name) will act as the Authorised Member of our Consortium.

We have agreed that _____ (insert individual's name) will act as our Authorised Signatory/ will act as the Authorised Signatory of the consortium on our behalf and has been duly authorized to submit our Tender. Further, the Authorised Signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

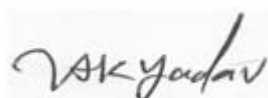
Yours faithfully,

Authorised Signatory

For and on behalf of _____

**Please strike out whichever is not applicable*

Signature of Tenderer(s)



APPENDIX-I

Form-4**Power of Attorney for Authorized Signatory***(To be executed by the Tenderer in case of sole firm/ Authorised Member)*

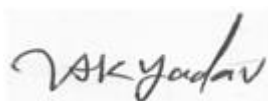
Know all men by these presents, We _____ (name of the Tenderer in case of sole firm/Authorised Member and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is presently employed with us and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for Project Management Consultancy for _____ (name of the Project(s)) in response to the Tender invited by the _____ (the "DFCCIL") including but not limited to signing and submission of all tenders and other documents and writings, participate in pre-tender and other conferences and providing information/ responses to the DFCCIL, representing us in all matters before the DFCCIL, signing and execution of the Contract and undertakings consequent to acceptance of our Tender, and generally dealing with the DFCCIL in all matters in connection with or relating to or arising out of our tender for the said Project(s) and/ or upon award thereof to us and/or till the entering into of the Contract with the DFCCIL.

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

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 2***

For -----

(Name of Tenderer in case of sole firm/ Lead Member)



Signature of Tenderer(s)

(Signature)

(Name, Title and Address)

Witnesses:

1.

Notarised

2.

Accepted

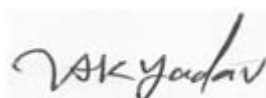
(Signature)

(Name, Title and Address
of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also the Tenderer/ Authorised Member should attach a copy of the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the required delegation of power and the authority to execute this Power of Attorney on behalf of the Tenderer/ Authorised Member.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

Signature of Tenderer(s)



APPENDIX-I

Form-5**Power of Attorney for Authorised Member of Consortium***(To be executed jointly by all the Members of Consortium)*

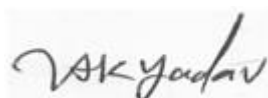
Whereas the President of India acting through the _____ (“the DFCCIL”) has invited tenders from interested parties for the Project Management Consultancy for _____ (name of the Project(s)) (“the Consultancy”).

Whereas, _____, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in tendering for the Consultancy in accordance with the terms and conditions of the Tender Document in respect of the Consultancy, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Authorised Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s tender for the Consultancy and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. _____ having its registered office at _____, being one of the Members of the Consortium, as the Authorised Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the tendering process and, in the event the Consortium is awarded the contract, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the selection of the Consortium including but not limited to signing and submission of all tenders and other documents and writings, participate in pre-tender and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of tender of the Consortium and generally to represent the



Signature of Tenderer(s)

Consortium in all its dealings with the DFCCIL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's tender for the Consultancy and/ or upon award thereof till the Contract is entered into with the DFCCIL.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 2***

For _____ (Name of Member 1)
(Signature)

(Name & Title)

For _____ (Name of Member 2)
(Signature)

(Name & Title)

Accepted:

For _____ (Name of Lead Member)
(Signature)

(Name & Title)

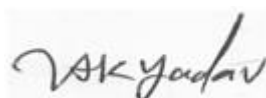
Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Signature of Tenderer(s)



Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also each Consortium Member should attach a copy of the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power and the authority to execute this Power of Attorney on behalf of the Consortium Member .*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*

APPENDIX-I

Form-6**Joint Bidding Agreement**

(To be executed jointly by all the Members of Consortium)

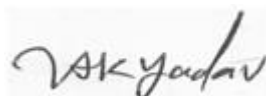
Whereas, President of India, acting through _____, (hereinafter referred to as the “DFCCIL”, which expression shall, unless it be repugnant to the subject or context thereof, include its, successors and assigns) has invited tenders (the “Tenders”) for Project Management Consultancy for _____ (name of the Project(s)) (the “Consultancy”).

Whereas, _____, _____, _____ and _____ are interested in jointly bidding for the Consultancy in accordance with the terms and conditions of the Tender Document in respect of the Consultancy, and

Whereas, it is necessary as per the Tender Document for constitution of a consortium among all the firms jointly applying for the Consultancy and entering into an agreement for jointly bidding for the Project.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

1. We, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, M/s. _____ having our registered office at _____, and M/s. _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter individually referred to as the “Members” which expression shall, unless it be repugnant to the subject or context thereof, include the respective successors and assigns) do hereby irrevocably decide and constitute a consortium (the “Consortium”) for the purposes of jointly applying and participating in the bidding process for the Consultancy.
2. Members hereby undertake that if the Consortium is selected for the Consultancy, they would jointly enter into the Contract with the DFCCIL and subsequently carry out all the responsibilities as the Consultant in terms of the Contract for the Consultancy.



Signature of Tenderer(s)

3. Members do further undertake to have the shareholding in the Consortium/JV as follows:

* * * * *

Members do hereby undertake that a minimum of 51% equity in the Consortium/JV shall be held by the Lead Member and a minimum of 20% equity by each of the other Members (whose experience has been utilized by the Consortium for selection for the Project in terms of the Tender Document) till the signing of the Contract for the Consultancy.

4. Members hereby undertake to have roles and responsibilities as described below:

(i) Lead member: _____ (name of the Lead Member)

Responsibilities: _____

Key Personnel Provided: 1. _____

2. _____

(ii) Authorised Member: _____ (name of the Member)

Responsibilities: _____

Key Personnel Provided: 1. _____

2. _____

(ii) Other Member(s): _____ (name of the Member)

Responsibilities: _____

Key Personnel Provided: 1. _____

2. _____

(Note: Authorised Member may be either the Lead Member or any other Member and shall have the power of attorney of all Members for conducting all business for and on behalf of the Consortium during the bidding process and after award of the Consultancy.)

5. Members do hereby undertake to be jointly and severally responsible for all obligations relating to the Consultancy in accordance with the terms and conditions of the Tender Documents till the execution of the Contract and thereafter jointly execute the Contract if the Consultancy is awarded to the Consortium.
6. Members do hereby undertake to participate in the tendering process only through this Consortium and not participate in any other consortium constituted for this Consortium either directly or indirectly through any of their associates, so that a conflict of interest doesn't get created in terms of the Tender Document.
7. This Agreement shall be valid till the time Consortium gets the Consultancy awarded to it and executes the Contract jointly. However, in case Consortium either doesn't get selected for the award of the Consultancy leading to return of the EMD by the DFCCIL, the Agreement will stand dissolved on return the EMD by the DFCCIL.

IN WITNESS WHEREOF WE THE MEMBERS ABOVE NAMED HAVE EXECUTED THIS AGREEMENT ON THIS ____ DAY OF ____ 2***

For _____ (Name of Lead Member)
(Signature)

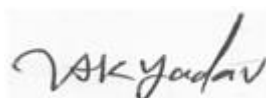
(Name & Title)

For _____ (Name of Authorised Member)
(Signature)

(Name & Title)

For _____ (Name of Other Member(s))
(Signature)

(Name & Title)



Witnesses:

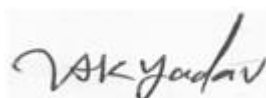
- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also each Consortium Member should attach a copy of the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and the authority to execute this Agreement on behalf of the Consortium Member.
- For a Consortium Agreement executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.



APPENDIX-I

Form-7**Financial Capacity of the Single Entity Tenderer/ Lead Member**

S. No.	Financial Year	Annual Revenue from Consultancy (Rs. in lakh)	Annual Profit (Rs. in lakh)
1.			
2.			
3.			

Certificate from the Statutory Auditor

This is to certify that _____ (name of the Sole Firm/ Lead Member) has received the payments on account of consultancy fees and has realized annual profits shown above against the respective years.

Name of Authorised Signatory:

Designation:

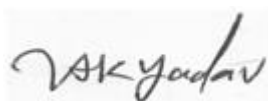
Name of firm:

(Signature of the Authorised Signatory)

Seal of the Firm

Note:

1. Please do not attach any printed Annual Financial Statement.



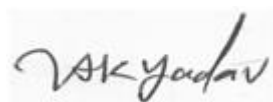
APPENDIX-I

Form-8**Particulars of Key Personnel**

Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
				Name of Firm	Employed Since	
Team Leader						
Resident Engineer						
Program Expert						
Quality Manager						
Environment, Health and Safety Manager						

[#]Refer Form 9 of Appendix I Experience of Key Personnel

Signature of Tenderer(s)



APPENDIX-I

Form-9**Proposed Methodology and Work Plan**

The proposed methodology and work plan shall be described as follows:

1) Understanding of TOR (not more than two pages)

The Tenderer shall clearly state its understanding of the TOR and also highlight its important aspects. The Tenderer may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2) Methodology and Work Plan (not more than three pages)

(i) The Tenderer will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. (not more than one page)

(ii) The Tenderer will submit a brief write up on its proposed team and organization to explain how best it has composed its team. (not more than one page)

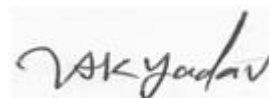
(iii) In case the Tenderer is a consortium, it should specify how the expertise of each firm is proposed to be utilised for this assignment. (not more than one page)

(iv) The Tenderer will specify Responsibility Matrix for the Proposed Key Personnel over and above what has been provided in the Tender Document. (not more than one page)

(v) The Tenderer will specify its Quality Assurance System for the Consultancy Assignment. (not more than one page)

Note: Marks will be deducted for writing lengthy and out of context responses.

Signature of Tenderer(s)



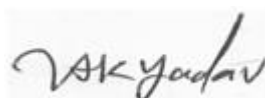
APPENDIX-I

Form-10**Experience of the Tenderer[#]**

(Refer Clause 3.1)

Tenderer Type*	Assignment Code**	Name of Project	Contracted value of the Consultancy Assignment	Payment ^{##} received by the Tenderer (in Rs lakh)
1)	2)	3)	4)	(5)
Single entity Tenderer	a			
	b			
	c			
	d			
Consortium Lead Member	1a			
	1b			
	1c			
	1d			
Consortium Member 2	2a			
	2b			
	2c			
	2d			
Aggregate No. of Eligible Projects:				

Signature of Tenderer(s)



Certificate from the Statutory Auditor

This is to certify that _____ (name of the Tenderer) has received the payments shown above against the respective projects on account of the consultancy services rendered by the Tenderer.

Name of Authorised Signatory:

Designation:

Name of Firm:

(Signature of the Authorised Signatory)

Seal of the Firm

* A Tenderer consisting of a single entity should fill in details as per the row titled Single entity Tenderer and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored.

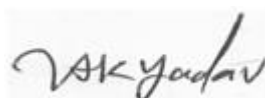
**Refer Form-12 of Appendix-I. Add more rows if necessary

The Tenderer should provide details of only those projects that have been undertaken by it under its own name.

Exchange rate should be taken as per Clause 1.7 (Volume-I)

* The names and chronology of Eligible Projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

Signature of Tenderer(s)



APPENDIX-I

Form-11**Experience of Key Personnel[@]**

(Refer Clause 3.1)

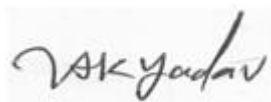
Name of Key Personnel:

Designation:

S.No	Name of Project	Contracted value of the Consultancy Assignment in Rs. million	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the project	Date of completion of project assignment	Number of Months Completed
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						
Aggregate No. of Eligible Assignments:						
(Signature of the Key Personnel)			(Counter Signature of the Authorised Signatory)			
Seal of the Firm						

[@] Use separate Form for each Key Personnel.

Signature of Tenderer(s)



APPENDIX-I

Form-12**Eligible Assignments of Tenderer**

(Refer Clause 3.1.3)

Assignment Code:

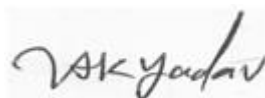
Name of Member (in case of Consortium):	
Name of the Project:	
Description of services performed by the firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Contracted value of the Assignment (in Rs million):	
Payment received by the firm prior to TSD (in Rs. million):	
Start date of the assignment (month/ year):	
Finish date of the assignment (month/ year):	
Brief description of the project:	

Notes:

Use separate sheet for each Eligible Assignment. Attach certificate from Client or photocopy of the agreement as proof of carrying out the assignment.

Exchange rate should be taken as per Clause 1.7 (Volume-I)

Signature of Tenderer(s)



APPENDIX-I

Form-13**Eligible Assignments of Key Personnel**

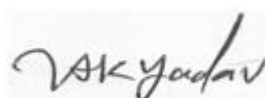
(Refer Clause 3.1.3)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Contracted value of the Assignment (in Rs million):	
Number of Months completed at the Assignment	
Start date of the personnel's services (month/ year):	
Finish date of the personnel's services (month/ year):	
Brief description of the project:	

Notes: Use separate sheet for each Eligible Project.

Exchange rate should be taken as per Clause 1.7 (Volume-I)

Signature of Tenderer(s)



APPENDIX-I

Form -14**Curriculum Vitae (CV) of Professional Personnel**

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order of every employment held.)

7. List of projects on which the Personnel has worked

Project Name	Description of assignment performed
--------------	-------------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

1 I am willing to work on the Project and I will be available for the entire duration of the Project assignment as required.

2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and my experience.

Signature of the Professional _____

Date _____

Place _____

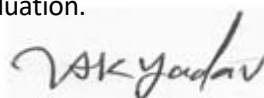
Signature of the Personnel

Signature of the Authorised Signatory

Notes: Use separate form for each Professional Personnel

Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Tenderer firm along with the seal of the firm. Photocopies will not be considered for evaluation.

Signature of Tenderer(s)



APPENDIX-I

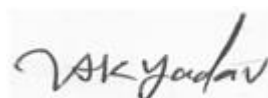
Form - 15

Particulars of Other Professional Personnel

Designation of Site Personnel	Name	Educational Qualification	Length of Professional Experience	Present Employment		No. of Eligible Assignments [#]
				Name of Firm	Employed Since	
Sector Expert - Bridge Engineer (Steel Girder Bridge)						
Sector Expert - Bridge Engineer						
Field Engineer- Bridge (Steel Girder/ Steel Fabrication)						
Field Engineer- Bridge						
Field Engineer- ROB/Formation/Road Work						
Surveyor						
Material Engineer						
Quantity Surveyor						
Lab Technician						

[#] This detail is for judging the suitability of the Site Personnel.

Signature of Tenderer(s)



APPENDIX-II

FINANCIAL OFFER FORMS

Form - 16

Covering Letter

(Date and Reference)

To,

_____,
_____.

Dear Sir,

Subject: Appointment of Project Management Consultant for Projec(s)

I/We, _____ (Tenderer's name) herewith enclose the Financial Offer for selection of my firm/our consortium as Consultant for above.

I/We agree that this offer shall remain valid for a period of 120 (One hundred Twenty) days from the Tender Submission Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Authorised Representative)

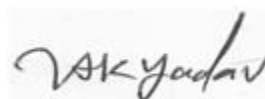
Name:

Designation:

Address:

Note: The Financial Offer is to be submitted strictly as per forms given in the Tender Document.

Signature of Tenderer(s)



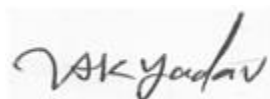
APPENDIX-II

Form - 17

Schedule of Costs for Services

Item No.	Description	Amount (Rs.)
A.	PERSONNEL COSTS	
I	Remuneration for Key Personnel (as per item I Form-18)	
II	Remuneration of Other Professional Personnel (as per item II Form-18)	
III	Remuneration of Support Personnel (as per item III Form-18)	
	Subtotal Personnel Costs (A):	
B.	OTHER ITEM RATE COSTS	
I	Provision and Maintenance of Office (as per Form-19)	
II	Hiring of Vehicles (as per Form-20)	
III	Payment for Attending Meetings (as per Form-21)	
IV	Payment for Office Consumables (as per Form-22)	
	Subtotal Other Item Rate Costs (B):	
C.	LUMP SUM COSTS	
I	Miscellaneous Expenses (lump sum) if any not already covered under (A) & (B)	
D	SUBTOTAL OF A+B+C	
E	OVERHEAD EXPENSES @----- % of (D)	
F	GOODS & SERVICE TAX	
G	TOTAL COST OF THE CONSULTANCY (including taxes) (D+E+F) In Indian Rupees in figures in words _____	

Signature of Tenderer(s)



Note:

1. The financial evaluation shall be based on the above Financial Offer including taxes. The total in Item G shall, therefore, be the amount for purposes of evaluation.
2. Estimate of Costs for Item A I, A II, A III, B I, B II, B III and B IV shall be as per Form-18 to Form-22.
3. Miscellaneous Expenses in Item C I shall not exceed 15% (fifteen percent) of the total amount in Item D.
4. All costs shall be reimbursed on production of a Statement of Expenses, duly certified by the Team Leader. However, no details of expenditures would be sought for overhead expenses, which will be reimbursed in proportion to the total expenses under Item D.
5. The reimbursement of expenses shall be limited to the amounts indicated above except as varied in accordance of the Contract.
6. Changes in any head of expenses will be considered as per variation clause mentioned in the GCC.
7. No escalation on any account will be payable on the above amounts except for increase in number of Personnel or Man Months as instructed by the DFCCIL as provided in Form-18.
8. Insurance and any other charges not shown here are considered included in the individual rates/ overhead/ miscellaneous expenses.
9. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
10. For the purposes hereof **“Statement of Expenses”** means a statement of the expenses incurred on each of the heads indicated in the Financial Offer; provided that in relation to expenses on Personnel, the Statement of Expenses shall be accompanied by the particulars of Personnel and the Man Months spent on the Consultancy.

APPENDIX-II

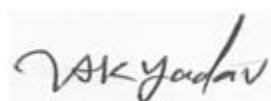
Form - 18

Schedule of Personnel and Man Month Rates

SI No.	Type of Personnel	Nos.	Unit	Rate in INR		Amount in INR
				In Fig.	In Words	
(I)	<u>Key Personnel</u>					
1	Team Leader	18	Man Month			
2	Resident Engineer	24	Man Month			
3	Program Expert	18	Man Month			
4	Quality Assurance/ Control Manager	18	Man Month			
5	Environment, Health and Safety Manager	18	Man Month			
	Sub-Total (I)					
(II)	<u>Other Professional Personnel</u>					
6	Sector Expert -Bridge Engineer (Steel Girder Bridge)	30	Man Month			
7	Sector Expert -Bridge Engineer	30	Man Month			
8	Field Engineer-Bridge (Steel Girder/Steel Fabrication)	120	Man Month			
9	Field Engineer -Bridge	180	Man Month			
10	Filed Engineer- ROB/ Formation/ Road Work	126	Man Month			
11	Surveyor	18	Man Month			
12	Material Engineer	36	Man Month			
13	Quantity Surveyor	24	Man Month			
14	Lab technician	36	Man Month			
	Sub-Total (II)					
(III)	<u>Support Personnel</u>					
15	Office Manager	24	Man Month			
16	Office Assistant	24	Man Month			
17	Computer operator	18	Man Month			
	Sub-Total (III)					
	Grand Total (I+II+III)					

Total amount in words: Rupees _____ only

Signature of Tenderer(s)



Note :

1. The Man Month rates shall include all personnel allowances, except Goods & Service Tax (GST) and other reimbursable expenditures as stipulated in Form-19 to Form-22, which will be paid separately over and above this.
2. For the purposes of arriving at payment for services rendered by a Personnel a part of a month, the Man Month rate shall be divided by 30 and multiplied by the number days.
3. The DFCCIL may instruct the Consultant to mobilize additional Site Personnel or Support in any category specified here above or to increase the total Man Months against any category. For all such additional Man Months the Consultant shall be paid at the rates specified here above and the total cost of services shall get modified accordingly.
4. The DFCCIL reserves the right to reduce the number and/or estimated Man Months of any Personnel without any claim on either side.

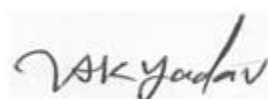
Authorised Signatory

Name

Address.....

Seal.....

Signature of Tenderer(s)



APPENDIX-II

Form - 19**Schedule for Provision & Maintenance of Offices**

S. No.	Item	Unit	Quantity	Unit Rate in INR		Amount in INR
				In Figs	In Words	
	Provision of Temporary site office for the Consultant with all required facilities /Amenities (Equipments as mentioned in Annex-11 of Form of Agreement shall be provided by the Works Contractor) including Maintenance of site office including watch and ward, housekeeping and provision of potable drinking water.					
1(a)	Main Project office for Consultant's Office- In Mughalsarai or Saidraja or as directed by Employer	Per Month	24			
1(b)	Site Office- At Sonenagar or Dehri on Son or as directed by Employer	Per Month	24			
	Total					

Total in words: Rupees _____ only.

Note : Arrangement for site office is to be made by the Consultant for the supervision of work for the period before the construction contractor makes available the stipulated site office.

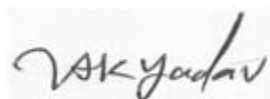
Authorised Signatory

Name

Address.....

Seal.....

Signature of Tenderer(s)



APPENDIX-II

Form - 20

Schedule of Hiring of Vehicles

S. No.	Item	No. of vehicles	No. of months	Unit Rate in INR for per vehicle month		Amount in INR
				In Figs	In Words	Col.3 xCol.4 xCol.5
1	2	3	4	5	6	7
1.	Hiring of vehicles for the purpose of supervision of work by PMC Personnel (the vehicle to be hired by Consultant shall include the cost of rental, drivers, fuel, operation, maintenance/repair, Insurance and other incidental charges etc. complete)- four wheeler for field visit (vehicle type Bolero, Scorpio or similar).	2	18			
2 (a)	Hiring of vehicles for the purpose of supervision of work by PMC Personnel (the vehicle to be hired by Consultant shall include the cost of rental, drivers, fuel, operation, maintenance/repair, Insurance and other incidental charges etc. complete) - Motor cycle for Field Staff	1	22			
2(b)		21	18			
	Total					

Total in words: Rupees _____ only.

Authorised Signatory

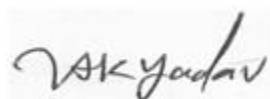
Name

Address.....

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Note: The consultant shall attend the duty as and when required without any excuse regarding vehicle. Nothing extra shall be paid except above rates for visiting site at any required time.

Signature of Tenderer(s)



APPENDIX-II

Form - 21**Schedule of Payment for Attending Meetings**

S. No.	Item	Unit	Lump sum Amount in INR
1	2	3	4
1.	Payment for attending meetings outside project jurisdiction, as required as per specific request from the DFCCIL. (a) Actual 2AC/economy class fare for Key Personnel (b) Actual 2AC fare for others. (c) Daily allowance of Rs. 2500/- per person per calendar day or part thereof to cover food/lodging or other incidental charges. (d) Local travel @ Rs. 8 per km Note: 1. Tour to be approved in advance by CPM 2. A Lumpsum amount to be quoted here. Reimbursement will be made as above.	Lumpsum	
	TOTAL		

Note : 1. A Lumpsum Amount to be quoted for this Schedule which will be reimbursed as above on actual terms. If the amount is exhausted, the same will be covered under clause of variation.

2. For any meeting within Project Jurisdiction or meeting with DFCCIL Officials is not covered in above Schedule and nothing extra shall be paid for such meeting within Project Jurisdiction/DFCCIL Officials. Normally one monthly meeting may be required to be attended by the Team Leader along with one more Key personnel as identified and desired by the DFCCIL.

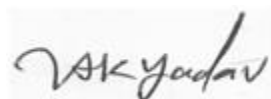
Authorised Signatory

Name

Address.....

Seal.....

Signature of Tenderer(s)



APPENDIX-II

Form - 22**Schedule of Payment for Office Consumables**

S. No.	Item	Unit	Quantity	Unit Rate in INR		Amount in INR
				In Figs	In Words	Col.3 xCol.4 xCol.5
1	2	3	4	5	6	7
1.	Payment for day-to-day expenditure on office consumables like Stationery, Printer Cartridge, Photo-copying, book binding, Courier charges, out of pocket expenses, other misc. and incidental charges for submitting various reports, documents etc. The Reports include but not limited to: (a) Monthly Progress Report (b) Progress Report (C) Meeting Agenda/ Minutes/ Presentations (d) Supervision Manual (e) Bridge Completion Report	Per Month				
	Total					

Authorised Signatory

Name

Address.....

Seal.....

END OF TENDER DOCUMENT

Signature of Tenderer(s)

