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

THROUGH

**CHIEF PROJECT MANAGER
7th FLOOR, CENTRAL RAILWAY NEW ADMN. BUILDING,
D.N.ROAD, MUMBAI – 01, INDIA**

(Tender No.: MUM/EN/LA/NTH/275)

**ENGAGEMENT OF NGO FOR IMPLEMENTATION OF
RESETTLEMENT ACTION PLAN FOR JNPT CH:O (CENTRAL
RAILWAY KM:92) TO BHILAD CH:202 (WESTERN RAILWAY
KM:160.96) TOTAL-202 KMS OF JNPT-BHILAD SECTION OF
WERSTERN DEDICATED FREIGHT CORRIDOR.**

**[NOT TRANSEFRABLE]
[NOT REFUNDABLE]**

**PRICE Rs. 3000/-
(of bid document)**

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DISCLAIMER

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

Important Instructions:

- 1) For any additional information / clarification, the tenderer may contact below named official on any working day during office hours.

Shri P. M. Asai
Dy. Project Manager (Engg.)
DFCCIL/Mumbai
Tel: 022-22634185, Mob: 9004443304

- 2) **Tenderer may please note that, corrigendum / addendum / time extension etc. of this tender will be uploaded on the websites www.dfccil.org and www.eprocure.gov.in only and will not be published in newspapers. Tenderers should regularly visit the above websites to keep themselves updated.**



ABBREVIATIONS

CV:	Curriculum Vitae
DFC:	Dedicated Freight Corridor
DFCCIL:	Dedicated Freight Corridor Corporation of India Limited (A Govt. of India Enterprise)
GCC:	General Conditions of Contract for Consultancy Contract
INR:	Indian Rupee. (Indian Currency)
IR:	Indian Railways
LS:	Lump Sum
MOR:	Ministry of Railways
NGO:	Non-Governmental Organization
NIT:	Notice Inviting Tender
NTH:	Non-Title Holders
PAF:	Project Affected Family
PAP:	Project Affected People
PLR:	Prime Lending Rate
ROW:	Right of Way
SCC:	Special Conditions of Contract
TOR:	Terms of Reference

SECTION-1

Letter of Invitation for Bids (IFB)

To,

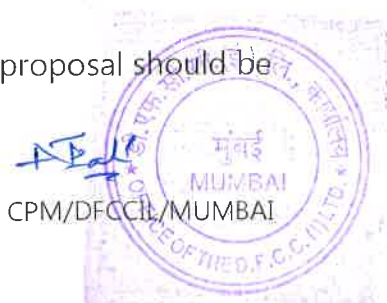
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Sub: Engagement of NGO for implementation of Resettlement Action Plan/facilitation work for shifting of NTH PAPs from JNPT (Central Railway Km:92) to Bhilad (Western Railway Km:160.96) Total-202 Kms of JNPT-Bhilad section of Western Dedicated Freight Corridor.

Dear Sir,

Dedicated Freight Corridor Corporation of India Limited invites Open Tender (OT) for Engagement of NGO for implementation of Resettlement Action Plan for JNPT (Central Railway Km:92) to Bhilad (Western Railway Km: 160.96) Total-202 Kms of JNPT-Bhilad section of Western Dedicated Freight Corridor.

- 1.0** Ministry of Railways (MoR), Government of India have planned to construct DFC Dedicated Freight Corridor covering two corridors, Eastern Corridor from Ludhiana to Dankuni and Western corridor from Jawaharlal Nehru Port, Navi Mumbai to Tughlakabad/ Dadri near Delhi along with inter-linking of both corridors at Khurja. The proposal entails construction of mostly of double track railway lines capable of handling 32.5 ton axle load/longer trains and also double stack containers. Dedicated Freight Corridor Corporation of India Limited (DFCCIL), a Government of India Enterprise, is set up for implementation of this project.
- 1.1** Western Dedicated Freight Corridor (WDFC) from JNPT to Bhilad is considered for funding by the JICA. This section being highly congested, development of DFC will significantly improve efficiency of both freight and passenger traffic and associated industrial and economic benefit. NGOs are required for assisting the implementation of Resettlement Action Plan in the field. Present section of JNPT to Bhilad is approx. 202 Kms in length.
- 2.0** DFCCIL intends to engage a NGO/Consultant (hereinafter referred as the "NGO") for the work of Implementation of Resettlement Action Plan for the proposed part of Western Dedicated Freight Corridor.
- 3.0** This proposal is invited under "Single Packet Systems". The proposal should be submitted in a sealed envelope / packet.



- 4.0 DFCCIL will not be responsible for any delay, loss or non-receipt of NIT document send by post/courier. Further, DFCCIL reserves the right to accept/reject any or all proposal without assigning any reason thereof.
- 5.0 The NGO may apply individually or as a Joint Ventures Association. In case of Joint Venture Association, a maximum of 2 (two) NGO firms are permitted. They should also submit proof of JV along with the bid.
- 6.0 Sealed proposals must be received not later than 15:00 hrs of **09/06/2015** in the manner specified in the Tender document at the address given below.

Chief Project Manager

Dedicated Freight Corridor Corporation of India Limited,
7th Floor, Central Railway New Administrative Building,
D. N. Road, Mumbai - 400001, India

7.0 TENDER DOCUMENT FEE (NON- REFUNDABLE):

The tender document fee should be submitted in the form of Demand Draft issued from Nationalised Bank in favour of DFCCIL, payable at Mumbai.

- (i) Rs. 3000/- only. (Rupees Three Thousand only) (By person)
- (ii) Rs. 3200/- only. (Rupees Three Thousand Two Hundred only) (By post)
- (iii) In case the Tender Document is downloaded from website the tender document should be accompanied by cost of tender document in the form of Demand Draft of Rs. 3000/- only (Rupees Three Thousand only) issued from Nationalised Bank or Scheduled Bank in favour of DFCCIL, payable at Mumbai.

8.0 EARNEST MONEY DEPOSIT (EMD):-

Each Tenderer shall furnish the earnest money of Rs. 63,124/- (Rupees Sixty three thousand one hundred twenty four only). The earnest money shall be submitted in favour of DFCCIL in the form of Banker's cheque/Demand Draft/FDR from Nationalised or scheduled Bank. Any offer not accompanied by requisite EMD shall be summarily rejected as nonresponsive. The EMD of successful tenderer shall be converted to security deposit, after signing of agreement and submission of required performance guarantee. The EMD of unsuccessful tenderers shall be discharged / returned without interest as promptly as possible.

The EMD may be forfeited:

- (i) If the tenderer withdraws his offer during the validity period of the offer.



- (ii) In the case of successful tenderer, if he fails, within the specified time limit to furnish the required Performance Guarantee or Sign the Agreement.

9.0 SECURITY DEPOSIT: -

The Earnest Money deposited by the Contractor with his tender will be retained by the DFCCIL as part of security for the due and faithful fulfilment 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 amount so retained may not exceed 10% of the total value of the contract.

9.1 RECOVERY OF SECURITY DEPOSIT:

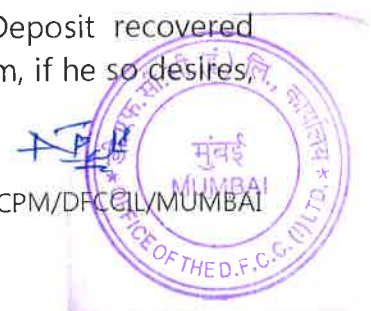
Unless otherwise specified in the Special Conditions, if any, the Security Deposit/rate of recovery/mode of recovery shall be as under:

- (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 maintenance period of 120 days 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. The Competent Authority shall not be lower than Dy. CPM/ACPM (concerned with the work). 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 DFCCIL against the contract concerned. Before releasing the SD, an unconditional and unequivocal 'No Claim Certificate' from the contractor concerned should be obtained.

-Note -

- (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.

9.2 No interest will be payable upon the Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract.

10.0 PERFORMANCE GUARANTEE:

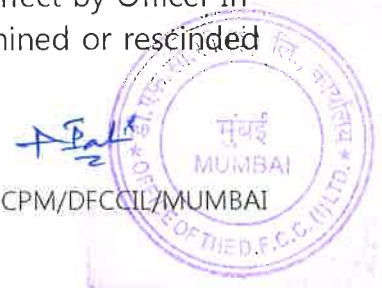
The procedure for obtaining Performance Guarantee is outlined below:

10.1 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 up to 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.

10.2 The successful bidder shall submit the Performance Guarantee (PG) 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% 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% below market value or at the face value whichever is less. Also, FDR in favour DFCCIL (free from any encumbrance) may be accepted.

- 10.3** The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- 10.4** The value of PG to be submitted by the, contractor will not change for variation up to 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.
- 10.5** The Performance Guarantee (PG) shall be released after physical completion of the work based on '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 expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- 10.6** 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 & 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.
- 10.7** The Officer In-charge of DFCCIL shall not make a claim under the Performance Guarantee except for amounts to which the DFCCIL is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- 10.7.1** Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer In-charge of DFCCIL may claim the full amount of the Performance Guarantee.
- 10.7.2** Failure by the contractor to pay DFCCIL any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Officer In-Charge of DFCCIL, may result in the Contract being determined or rescinded



under provision of the GCC and the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the DFCCIL.

11.0 Minimum Eligibility Criteria:

The following minimum eligibility criteria are prescribed. The bidder should provide proof of meeting each of the Eligibility Criteria along-with his offer or as required by DFCCIL on demand.

- i. Must be a registered NGO/Trust/Non-Profit Company/Society with at least 5 years of registration. Copy of both initial registration certificate and extension certificate (if any) should be attached.
- ii. The agency should have completed satisfactorily on the day of opening of tender R&R works for at least one Government /Semi Government/State or Central PSU Project costing minimum 100 Crores and involving 300 PAFs. Bidders should submit requisite paper from organisation which had deployed the NGO and certificate of satisfactory completion of work should be submitted along-with the tender. The work should have been completed during last three years from the date of opening of this tender. The project starting date shall not be taken into account.
- iii. Its total turnover for the current financial year and proceeding three financial years must be equal to or more than 150% of the proposed advertised cost of this work. The annual turnover shall be considered as the total grant received/project receipts (excluding other income) as reflected in the income and expenditure statement. For working out the total grant received by the tender/agency, following documents will be relied upon.

→ Certificate from the Government Client,

OR

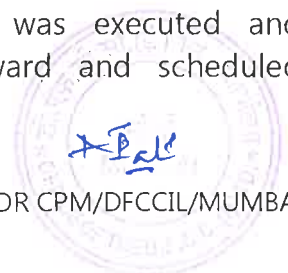
→ Audited Balance sheet duly certified by the Chartered Accountant, for the current year & last five years.

OR

→ A copy of return filed with IT department duly certified with CA for the current year & last five years.

12.0 The bidder should also submit the following details along with the tender:

- a) List of completed works in the last three financial years giving description of work along with organization for which it was executed and approximate value of contract. The date of award and scheduled



completion of work, date of actual start, actual completion date and Final value of contract should also be indicated.

- b) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

13.0 Time for opening of offer: 15:30 Hrs on 09/06/2015

- 13.1** If the date of opening is declared a holiday, the tender shall be accepted up to 15:00 hrs of the next working day & be opened at 15:30 hrs on the same day. Address for Communication shall be given below. Interested Bidders may obtain further information from the address:-

Chief Project Manager
Dedicated Freight Corridor Corporation of India Limited,
7th Floor, Central Railway New Administrative Building,
D. N. Road, Mumbai - 400001, India

- 14.0 Tender Opening:** On the date specified in the tender notice, the envelope of all bidders will be opened in the presence of bidders' representative, who may witness opening of bids.

15.0 General:

- 15.1** Bid can be submitted on a set of original bid document obtained directly from the DFCCIL or downloaded from the DFCCIL website.

- 15.2** No extension in the due date shall be considered on account of delay in receipt of Bid Document by post. DFCCIL shall not be responsible for not reaching Bid document dispatched by DFCCIL at the request of the bidder(s).

- 15.3** Any correction / overwriting must be attested by the signing authority. Use of correction fluid is not allowed. Such tenders having correction / overwriting not attested by tender signing authority and correction fluid used shall not be considered and be summarily rejected.

16.0 Validity of the Bid:

The bidder shall keep their offer open for a minimum period of 90 days from the due date, which may be extended further, if required at the request of DFCCIL. The bidders cannot withdraw their offer within the validity period/extended validity period. Any contravention of the above condition shall make the bidder liable for forfeiture of his earnest money deposit.



17.0 Procedure for Submission of Bid:

17.1 Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. In such case, a copy of power of attorney shall be enclosed. Bids should be submitted in one sealed outer envelope super-scribed as follows:

Tender Notice No.:

Name of Work:

Date & Time of Opening of Bid:

Name & Address of Bidder:

17.2 The single envelop bid should contain EMD, all the document of CV and work carried out certificates(s). The bidder must quote firm price at par / % above or below the schedule rate of the contract in figures and words both. Total price offered to be inclusive of all taxes and duties except service tax, if applicable, which will be reimbursed separately on production of proof of the payment thereof.

18.0 Time Schedule:

The total time for completion of work shall be of 1 (one) year from the date of issue of Letter of Acceptance by DFCCIL. Please note that time is the essence of the Contract.

19.0 This contract between successful bidder and DFCCIL will be governed by General Conditions of Contract (GCC) as given in Section 6.

Thanking you,

Dated at Mumbai, the ___ of _____ 2015

Yours faithfully,

Chief Project Manager

Dedicated Freight Corridor Corporation of India Limited,
7th Floor, Central Railway New Admin. Building,
D. N. Road, Mumbai - 400001, India



Forwarding Letter

To,

Chief Project Manager

Dedicated Freight Corridor Corporation of India Limited,
7th Floor, Central Railway New Admn. Building, D.N.Road,
Mumbai – 400 001, India

Ref: Tender No. MUM/EN/LA/NTH/275

1. I/We have read the conditions of tender attached her to and hereby I agree to abide by the laid down conditions. I/We also agree to keep this offer open for a period of **90 days** from the date of Technical Bids opening and in default thereof, I/We will be liable for forfeiture of my/our '**Earnest Money**'. I/We offer to do the work as set out in the Bid Document. I/We also agree to abide by the General Conditions of the Contract and to carry out the work according to Special Conditions as laid down by the DFCCIL for the execution of the subject work.
2. A sum of Rs. 63,124/- (Rupees Sixty three thousand one hundred twenty four only) is paid towards Earnest Money Deposit. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies, if:
 - i) I/We do not start execute the contract agreement within **15 days** from the date of issue of the LOA by DFCCIL.
 - OR
 - ii) I/We do not commence the work within **7 days** after receipt of LOA to that effect.
3. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us and DFCCIL subject to the modification, as may be mutually agreed and indicated in the LOA or my/our offer for the work.

Signature of
Tenderer/Bidder

Bidders/Tenderer's Address

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

e-mail:



SECTION-2

INSTRUCTIONS TO BIDDERS

1.0 INTRODUCTION:

Definitions:

- a. "Client" means Dedicated Freight Corridor Corporation of India Limited
- b. "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- c. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GCC), the Special Conditions of Contract (SCC and the Appendices).
- d. "Bid Data Sheet" means such part of the Instructions to NGOs used to reflect specific assignment condition.
- e. "Day" means calendar day.
- f. "Government" means the Government of India.
- g. "Instructions to Consultants" means the document which provides the interested NGOs with all information needed to prepare their Proposals.
- h. "Personnel" means professionals and support staff provided by the NGO or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- i. "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- j. "Proposal" means the Technical Proposal and the Financial Proposal.
- k. "NIT" means the Notice Inviting Tender (Tender Document) prepared by the Client for the selection of NGOs,
- l. "Services" means the work to be performed by the NGO pursuant to the Contract.
- m. "Sub-Consultant" means any person or entity with whom the NGO sub-contracts any part of the Services.
- n. "**Terms of Reference" (ToR)** means the document included in the NIT as Section-4 which explains the objective, scope of work, activates/tasks to be performed, respective responsibilities of the Client and NGO, and expected results and deliverables of the assignment.
- o. NGO means Non Government Organization / Trust / Non-profit Company.

- 1.1** The NGOs are hereby invited to submit proposal for services required for the assignment in the attached Letter of Invitation (LOI). The Proposal could form the basis for future contract negotiations and ultimately a contract with the selected NGO and DFCCIL.



- 1.2 The NGOs should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first hand information on the assignments and the local condition, NGOs are encouraged to pay a visit to the project site at their own risks & cost before submitting the Proposal.
- 1.3 The DFCCIL will provide the input specified in the Datasheet and make available the relevant project related reports at no cost to NGO.
- 1.4 NGOs shall bear all cost associated with the preparation and submission of their proposals including negotiations, if required. The DFCCIL is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of Contract, without giving any reason, thereby incurring any liability to the NGOs.
- 1.5 The DFCCIL requires that NGOs to provide professional, objective and impartial advice and at all time hold the Client's interest paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.
- 1.6 An NGO or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the NGO to be executed for the same or for another Client.
- 1.7 It is the DFCCIL's policy that the NGOs under contracts observe the highest standard of ethics & professionalism during the selection and execution of such contracts. In pursuance of this policy, the DFCCIL;
- a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - i. **"Corrupt practice"** means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. **"Fraudulent practice"** means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - iii. **"Collusive practices"** means a scheme of arrangement between two or more NGOs with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
 - iv. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
 - b) Will reject a proposal for award if it determines that the NGO recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;
- 1.8 NGOs, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the NGOs shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.



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

1.10 Removal and / or Replacement of Personnel:

(a) Except as the DFCCIL may otherwise agree, no change shall be made in the Personnel. If, for any reason beyond the reasonable control of the NGOs, it becomes necessary to replace any of the Personnel, the NGOs shall forthwith provide as a replacement a person of equivalent or better qualification and experience.

(b) If the DFCCIL finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action,

Or

Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the NGOs shall, at the DFCCIL written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) will declare a NGO ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the NGO has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

2.0 CLARIFICATION AND AMENDMENT OF NIT/BID DOCUMENT

2.1 NGOs may request a clarification of any of the Tender documents. Any request for clarification must be sent in writing by paper mail, or electronic mail to the DFCCIL address indicated in the Data Sheet. The DFCCIL will respond by post, or electronic mail to such requests.

2.2 At any time before the submission of Proposals, the DFCCIL may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the Tender documents by amendment. Any amendment shall be issued in writing through corrigendum. Corrigendum shall be sent by mail, or electronic mail to all the bidders/NGOs. The DFCCIL may at its discretion extend the deadline for the submission of proposals.



3.0 PREPARATION OF PROPOSAL

- 3.1 An NGO shall have to submit only one offer against the bid. In case, a NGO submits more than one offer, such an NGO will be summarily disqualified without assigning any reason thereof.
- 3.2 The proposal should include a covering letter (forwarding letter sample of which is attached) signed by person(s) with full authorization to make legally binding contractual (including financial) commitments on behalf of the NGO. The letter should specify all association arrangement and certify that each associates NGO performs its designated tasks under the assignment if the lead NGO is awarded the contract.
- 3.4 NGOs are expected to read all terms and conditions included in the document. Failure to provide all requested information will be its own risk and may result in rejection of the proposal submitted by the NGO.
- 3.5 NGOs must give particular attention to the following:
- 3.5.1 The professional staffs proposed shall remain employed with the NGO for a minimum period of 1 (one) year.
- 3.5.2 No alternative to professional staff shall be proposed and only one Curriculum Vitae (CV) shall be submitted for each position. Normally professional staff will not be changed unless;
- a) If the personnel has committed serious misconduct or has been charged with having committed a criminal action, or
- b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the NGO shall, at the DFCCIL written request specifying the grounds therefore, forthwith provides as a replacement a person with qualification and experience acceptable to the DFCCIL.
- 3.5.3 A good working knowledge of the language specified in the Bid Data Sheet is essential for all professional staffs proposed for the subject work. Reports must be written/ prepared in English only.
- 3.5.4 Bidders shall give an affidavit that during last three years (to be reckoned from date of invitation of tender) no work was cancelled against them for poor performance. If at any stage till finalization of bid, work cancellation comes to the notice of tender committee nominated by DFCCIL for selection of successful bidder, offer of the bidder will summarily be rejected even if that bidder stands lowest. In such case next higher bidder will be considered.
- 3.6 Non submission of any requisite document may deprive the bidder from eligibility. Generally, no clarification will be sought from bidders. However DFCCIL reserves the right to seek clarification whenever necessary. The final selection of the NGO will be based on the cost basis of those bidders found

eligible. The lowest bidder among technically acceptable bidders will be awarded the work.

3.7 The NGO should provide the following information, using but not limited to the formats attached in **Section-5:**

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

3.8 The bid packet should contain:

- a) Forwarding Letter given in the Bid document.
- b) Cost of Bid Document in case of bid documents downloaded from the Net.
- c) Demand Draft/Banker's Cheque/Fixed Deposit towards EMD.
- d) Power of Attorney of authorized person who signed the tender document.
- e) Papers showing proof of meeting the minimum eligibility criteria as detailed in Letter of Invitation for Bids (IFB).
- f) Information as listed in Para 3.7 of instructions of Bidders.
- g) An Affidavit having declaration that no work on account of NGO's failure has been cancelled by any organisation during last three years from the date to be reckoned from date of opening of tender.
- h) JV document as proof of Joint ventures as detailed in the Bid Data Sheet.
- i) Technical Proposal (section-5).
- j) Client's requirements, if any (refer Section-6).
- k) At par / % above or below rate quote both in figures and words.
- l) Bid document duly signed on all pages.



3.9 NGO shall quote, **at par / % above or below** rate both in figures and words in the schedule enclosed with the NIT document. Total price offered is inclusive of all taxes and duties except service tax, if applicable, which will be reimbursed separately on production of proof of the payment thereof. It is the responsibility of NGO to assess all other Taxes and shall inbuilt them in their proposal. These taxes (other than service tax) would not be paid separately. **Price offered shall remain firm till the validity of the offer and no variation/suo-motto rebate/reduction or escalation shall be permitted.**

3.10 NGOs shall express the price of their services in the Local currency (Indian Rupees) only.

4.0 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS:

4.1 The original proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidders itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals. Use of white fluid for correction is not allowed.

4.2 An authorized representative of the firm shall initial all pages of the Proposal in blue ink. The representative's authorization in original/notarized is confirmed by a written Power of Attorney accompanying the Proposal.

4.3 NGOs shall submit one "Original" proposal only. The envelope must be clearly marked "DO NOT OPEN, EXCEPT IN THE PRESENCE OF DFCCIL'S REPRESENTATIVES".

4.4 Completed proposal must be delivered at the clients address on or before the date and time stated in the Data Sheet. The Bidder must check if all required document are enclosed as per above checklist (3.8) before submission. Any proposal received after the closing time for submission of the proposals shall be returned unopened.

5.0 PROPOSAL EVALUTION:

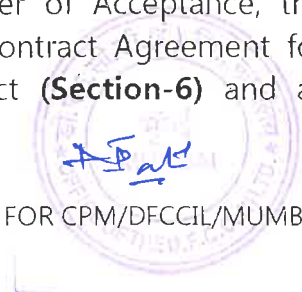
On the date specified in the tender notice, single packet containing bid, of all bidders will be opened in the presence of bidders/their representative(s).

Proposal shall be opened and evaluated based on the eligibility criteria as given in NIT document as well as based on the financial offers. The final selection of the NGO will be based on lowest financial offer among technically successful bidders subject to fulfilling the minimum eligibility criteria and other terms and condition of NIT document.

6.0 AWARD OF CONTRACT:

6.1 The DFCCIL will issue a letter of Acceptance (LOA) to the successful NGO.

6.2 Within **15 days** from the date of issue of the letter of Acceptance, the successful NGO will be required to (i) execute the Contract Agreement for NGO Services as per General Conditions of Contract (**Section-6**) and as



- amended and supplemented by Special Conditions of Contract **(Section-6)** and (ii) furnish Performance Guarantee as per **para 5.12** of General Conditions of Contract and as per the formats given in Annexure-1 (Section-6).
- 6.3 The successful NGO with whom the contract is awarded shall commence the assignment within **7 days** from the date of issue of LOA.

7.0 Eligible Bidders:

A bidder shall be a Non Govt. Organization/Trust/Non Profit Company, legal entity. The bidder must ensure the following:

- i) The applicant should be an Indian firm
- ii) Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.



SECTION-3

BID DATA SHEET
Salient Features of NIT Document

SN	Item	Details
1.	Name of Work	ENGAGEMENT OF NGO FOR IMPLEMENTATION OF RAP FROM JNPT CH:O (CENTRAL RAILWAY KM:92) TO BHILAD CH:202 (WESTERN RAILWAY KM:00) TOTAL 202 KMS OF JNPT-BHILAD SECTION OF WDFC.
2.	Last date for receiving proposal (Proposal Due Date)	Up to 15.00 hrs on 09/06/2015
3.	Proposal Opening Date	15.30 hrs. on 09/06/2015
4.	Contract Details of Designated Official / Address for submitting the proposal	Chief Project Manager Dedicated Freight Corridor Corporation of India Limited, 7 th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai - 400001, India Tele : 022-22634185 Fax : 022-22634184
5.	Duration of validity of proposal	90 days
6.	Duration of Completion Period	1 (one) year from date of award contract.
7.	Bid Security (EMD)	Rs. 63,124/- (Rupees Sixty three thousand one hundred twenty four only)
8.	Security Deposit	5% of the Contract Value
8.	Performance Bank Guarantee (PBG)	5% of the Contract Value
9.	Submission of Proposals	(i) DFCCIL shall reimburse only service tax that is payable under applicable law, subject to submission of proof of payment. It is the responsibility of NGO to ascertain whether service tax is payable and its extent. NGO has to assess all other Taxes and should inbuilt them in their financial proposal. These taxes (other than service tax) should not be shown separately.



		<p>(ii) The NGO shall state Price in Indian Rupees (INR) only.</p> <p>(iii) Procedure for Submission of Bid: This is an Open Tender. Each page of Bid must be signed and sealed by the bidder or its authorized representative in whose name power of attorney is issued. Bids should be submitted in one envelope super scribed as follows:</p> <p>Tender No:- Name of Work:- Date & Time of Opening of Tender:- Name & Address of NGO / Firm:- The proposal submission address is:- Chief Project Manager Dedicated Freight Corridor Corporation of India Limited, 7th Floor, Central Railway New Administrative Building, D. N. Road, Mumbai - 400001, India</p> <p>(iv) Proposals must be submitted not later than the date and time mentioned in IFB.</p>
10.	Payment Schedule	On submission of bill as per accepted rates for the items in Schedule of Quantities after approval from the authority of DFCCIL Mumbai.
11.	Currency for payments	Indian Rs. (INR) only.
12.	Liquidated Damages	0.5% per week of contract value subject to maximum 5%
13.	Penalty for deficiency	Up to 5% contract value (as per GCC/SCC)

SECTION-4

TERMS of REFERENCE

Dedicated Freight Corridor Corporation of India Ltd (DFCCIL) **Engaging Consultant/NGOs in Implementing Resettlement Action Plan**

1. Objective:

Ministry of Railways is implementing Multi Modal High Axle Load Dedicated Freight Corridor Project (DFC Project) to facilitate speedier and smooth transportation of bulk goods without any interruption between the two metropolises Mumbai and New Delhi and their respective hinterlands at lesser transport cost and lesser time. It is planned that construction work will be completed in 4-5 years between year 2015 and 2019. Commercial operation has been planned to start from year 2019. Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) is a Special Purpose Vehicle (SPV) of the Ministry of Railways Government of India entrusted with the responsibility to plan and implement Dedicated Freight Corridor Projects across the country, including the Western DFC connecting Mumbai with New Delhi and Eastern DFC connecting Ludhiana with Kolkata. DFCCIL has prepared a Rehabilitation and Resettlement Plan (RRP) of the Dedicated Freight Corridor Project Phase-2 between Vadodara and Jawaharlal Nehru Port Trust (JNPT) & Between Rewari and Dadri. It is based on the SIA and as per National Resettlement and Rehabilitation Policy (NRRP)-2007. The land acquisition is carried out under the provisions of Railways Amendment Act (RAA)-2008. The RPFs/RAPs provides impacts, entitlement matrix, implementation arrangements including grievance mechanism, monitoring and evaluation, and budget.

Keeping in view the adverse impact will have on the people due to execution of the project, an appropriate Resettlement & Rehabilitation of NTH PAPs on Govt. / Private land in accordance with Resettlement & Rehabilitation Policy has to be carried out. For this purpose, the Consultancy Firm /NGO, having experience in carrying out such activities is being appointed by the project unit.

The scope covers the PAPs falling in the category of Non-Title Holders (NTH) on public land (owned by Govt. etc.) or private land. The total length of alignment is 202 Km (approx.) and covers 92 villages.

2. Implementation Frame Work (Task):

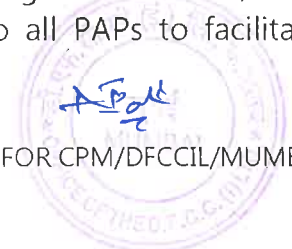
The Consultant/NGO shall be responsible for the implementation of Resettlement & Rehabilitation Policy and also remain responsible to facilitate the PAPs to take advantages of the entitlements available as per RRP. The Consultant / NGO shall carry out implementation of RRP in consultation of



State Govt. to safeguard the interest of PAPs and to avoid any litigation in future. Key task is to provide full information and assistance to the PAPs on the RRP, entitlements, time frame for implementation, roles and responsibilities of implementing agency and grievances redress mechanism, so that they do not remain ignorant. The Consultant / NGO shall strengthen socio-economic development of the displaced families in order to enhance their access to welfare and income schemes.

Task in detail is as under:

- 2.1 Submission of Inception report:** The consultant/NGO shall submit an Inception Report (Form A) essentially containing methodology proposed to be adopted for speedy achievement of the objective i.e. R&R of NTH as per laid down rules, regulations and Laws as applicable and shall contain detail plan of action, manpower deployment, time schedule and detailed methodology of work, which shall include all the activities listed below from 2.2 to 2.16. The report shall also clarify the legal frame work under which the R&R process is proposed to be completed and will attach all reference documents, State Govt. circulars etc. The inception report shall be submitted within 5 weeks from issue of Letter of Acceptance. Inception Report shall also include the list of personnel proposed to be deployed for the work with their role & responsibility, details such as CV, proof of educational qualification, experience in the relevant field as per Form Tech-4 etc. On scrutiny, DFCCIL may seek clarification which shall be provided by the consultant and the report shall be modified accordingly. Payment shall be released on final acceptance of Inception Report.
- 2.2 PAP identification and verification of their legal status:** This process shall be undertaken as per the legal requirement identified in the inception report. It must be ensured that, each PAFs/PAPs shall be contacted and consulted either in group or individually during identification and verification of their eligibility. The relevant documents like Aadhar Card or Ration Card or Election Cards and any of the valid documents issued by Govt. to be collected as supporting documents for this purpose. However, detailed process of identification & verification shall be finalized in the inception report & approved by DFCCIL.
- 2.3 Finalizing List of PAP:** The consultant after finalizing the list shall obtain the approval of DFCCIL. No PAP/PAF's shall be included in the list by the agency without approval of DFCCIL. The list will be approved by Officer not below the rank of APM and shall be confirmed by Dy.CPM. No further addition shall be allowed without the specific approval of CPM once the list is finalized by Dy.CPM.
- 2.4 Issue of I-Card:** After finalization/publishing the list of eligible NTH PAFs/PAPs the consultant/NGO shall distribute **Identity Cards**, to all PAPs to facilitate



their identification which will form the basis for extending any compensation to PAP. The Proforma for I-card shall be given by DFCCIL. The identity card shall be issued only to the "Head of the family" as per legal definition. The Identity Card shall have unique identification number assigned to individual PAF, photograph and thumb impression of the head of the family, name of head of family and other family members, their present occupation, address, printed on the identity card. This I-card shall be signed by the Contract signing authority of the consultant and shall be countersigned by DFCCIL representative. The I-card shall be laminated.

- 2.5 Value Assessment of structure/property:** The Consultant / NGO has to carry out village wise group meetings with PAPs along-with representative of DFCCIL and or State Govt., duly counseling them the importance of project, need of land acquisition, ownership of land after acquisition will remain with Indian Railways and necessity of relocation of NTH PAPs. NGO/Consultant shall provide full information to the PAPs on R&R policy, provisions, approach to land acquisition, time frame for implementation, roles and responsibilities of implementing agency and grievance redressal mechanism. These meetings to be digitally recorded (Photographed & Video-graphed) for full coverage. Minutes of such meetings shall be prepared and submitted. After inclusion of the name of PAF/PAP assessment of value of the structure/property shall be evaluated by PWD appropriate Govt. agency for which necessary co-ordination shall be done by the Consultant/NGO. Each structure / property should Photographed & Video-graphed by assigning the separate structure ID in relation with PAP ID, with coverage of maximum details. This details to be documented for submission along-with necessary reports.
- 2.6 Shifting of community structure:** In addition to NTH families the consultant shall also be responsible for shifting of community structure like Temple, Well, Prayer Hall etc. He shall take their details as in case of NTH families for smooth shifting of these.
- 2.7 Preparation of Micro Plan for shifting:** Consultant shall prepare Micro-Plan that detail out category of NTH PAPs, asset lost, compensation and other assistance, resettlement options, specific training requirement for skill up gradation. A separate plan has to be prepared for shifting of community assets as given in para 2.6 above.
- 2.8** Consultant has to classify the NTH PAPs (i) the compensation of whose assets have already been awarded and have received / yet to receive the compensation as per RAA 2008, (ii) whose assets have neither valued nor awarded.



- 2.9** NGO/Consultant shall assist PWD for survey and valuation of left over affected structures which are not included in the Award of compensation.
- 2.10** NGO/Consultant shall assist Competent Authority in preparation of Award of compensation for left over Entitlements of NTH PAPs.
- 2.11** The consultant shall assist to ensure benefits due to the NTH PAPs under RRP and all the PAFs obtain their full entitlements before being dispossessed. Where options are available, the Consultant shall provide advice and all the necessary assistance on relevant scheme of State Govt. like SRA etc.
- 2.12** The Consultant/NGO will assist the NTH PAPs in opening bank account preferably in Nationalized bank and in the nearby area of NTH PAPs ; counsel them regarding utilization of the R&R assistance. The NGO will educate the PAPs about investment option and enable them to restore their economic status against the loss of productive assets, if any.

The Consultant/NGO will monitor that R&R benefits are disbursed to the proper PAPs, mainly in the joint name of husband & wife, will assist PAPs to resolve the disputes over receiving payment, if any, submission of necessary documents towards timely disbursement and will undertake video recording of disbursing process.

- 2.13** The Consultant/NGO shall assist to serve the notice to vacate the structure to the PAFs and also assist in ensuring a smooth transition guiding the PAFs along-with the salvage material can be taken away easily, within stipulated time given in notice. Consultant/NGO shall also advice PAPs for reuse of the salvage material in rebuilding the assets to minimize the cost of construction.
- 2.14** Consultant/NGO shall provide Skill Artisan Training through approved Technical Training Institutes to the NTH PAPs, considering their present skill and their interest in specific area, if any, to build confidence in PAPs and to provide substantial assistance towards their elevated socio-economic livelihood. This training shall aim at earning the job to the concerned NTH PAPs.
- 2.15** Consultant/NGO will assist to solve any recorded grievances of the NTH PAPs arises during the process in consultation with the DFCCIL and revenue officials, if required, and inform the concerned aggrieved PAPs about status of grievances. Such grievances resolved at the Consultant/NGO level will be an indicator of their good performance. If the grievances are not resolved at DFCCIL Mumbai project level, the same should be informed and discussed with SEMU unit of Corporate Office of DFCCIL at New Delhi and also with State Government's R&R cell. The schemes available in the State Government for

which the NTH PAPs are entitled has to be ascertained and grievance redressed. If the same is not resolved at any level then Consultant/NGO will also provide need based support to the concerned NTH PAPs, to file the grievances application with the Ombudsman nominated at Corporate Office of DFCCIL for the purpose.

2.16 Submission of periodic reports & various meeting reports: Reports are to be submitted to DFCCIL Mumbai Project. All supporting documents such as photographs, videography, primary and secondary information collected, etc., taken during the assignment shall be submitted in support of the reports, along with an electronic copy of the documents. The following deliverables has to be submitted.

(i) Inception Report: The consultant shall submit to the DFCCIL Mumbai Project an inception report detailing plan of action, manpower deployment, time schedule, and detailed methodology, within 5 weeks of the issue of Letter of Acceptance Draft report of Inception should be submitted for the approval of DFCCIL Mumbai Project Unit. Final report of Inception should be prepared & submitted after carrying out corrections as advised by DFCCIL.

(ii) Monthly and Quarterly Progress Reports: The Consultant shall also submit monthly progress reports on the activities carried out during that month and proposed activities for the next month. The monthly progress reports shall include the actual work carried out by the NGO/Consultant and progress achieved in implementation of R&R along with photographs etc., with work charts as against the scheduled timeframe of RAP implementation. 1st monthly report should be submitted by NGO/Consultant after 1 month after the approval of Inception report by DFCCIL Mumbai Project Unit. Consultant shall also submit Quarterly progress report depicting all the aforesaid details.

The monthly progress report shall have to be submitted on or before third working day of every month.

The quarterly progress report shall have to be submitted on or before 7th of the first month in the following quarter.

(iii) Submission of Meeting Records: Minutes of the meeting shall be prepared for all the PAP's Grievance Redressal Committee Meetings, various consultations with the NTH PAP's, Group meetings with PAPs, consultations with respect to shifting of community assets, meetings with District level officials of State Govt. related to R&R, joint verification of affected land and structures, meetings with SEMU at Delhi, activities related to imparting of skill based training etc., shall need to be recorded and submitted to the DFCCIL Mumbai Project as part of monthly report.



(iv) Submission of Micro Plans: All micro plans have to be submitted, with the status of disbursement and payment of compensation, on a monthly basis. Where changes occur during the project implementation, the consultant will update the relevant Micro Plans and resubmit them to the DFCCIL Mumbai Project as part of monthly report.

(v) Monthly Work Plan:

The work plan for the each coming month shall have to be submitted in the monthly meeting along with that of the current month clearly showing site visits, achievements, and various other elements.

The consultant shall document in full details, the consultation/counseling processes, and a full description of the training imparted (or facilitated) as part of the assignment. The progress achieved in implementation of R&R as per entitlements shall be documented and shall be submitted to the DFCCIL Mumbai Project as a part of the monthly progress report.

(vi) Draft Final Report: Consultant shall submit a Draft Completion Report at the end of the contract period summarizing the actions taken during the implementation of R&R, the methods used to carry out the assignment, and a summary of support, compensation and assistance given to the NTH PAP's (a guideline content of the Final Report is given in **Appendix**).

(vii) Final Report: Consultant shall submit final completion report complying all the remarks/comments of DFCCIL Mumbai Project on Draft Final Report at the end of the contract period summarizing the actions taken during the project, the methods used to carry out the assignment, and a summary of support, compensation and assistance given to the NTH PAP's (a guideline content of the Final Report is given in **Appendix**).

2.17 In order to carry out the above all tasks, employees of the consultants are to be stationed at a location mutually agreed with DFCCIL Mumbai Project office.

2.18 DFCCIL shall provide the following documents/Information to the NGO:

- (i) RRP for WDFC for section under scope of work.
- (ii) Alignment Details.
- (iii) Land acquisition details such as Joint Measurement sheets, etc.
- (iv) Baseline Survey Report of the section under scope of work.
- (v) Any other relevant and available reports / data related to the project corridor.

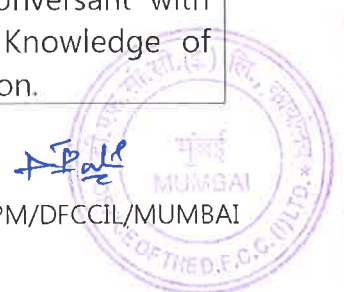
2.19 The payment to the Consultant/NGO will be released by CPM/DFCCIL as per accepted rates of the schedule and as per execution of schedule of quantities.

2.20 Completion Period: for this work will be 12 months from issue of acceptance letter and award of the contract.

2.21 Team for the Assignment:

The NGO/Agency will depute a team of professionals to the site. The constitution of the team and the qualification for the team members is given below:

SN	Position	No. of Positions	Qualifications
1	Team Leader	1	The Team Leader should be a post-graduate, preferably in Social Sciences, and should have experience of working in civil engineering projects. S/he should have at least 5 Years' experience in implementation of R&R and rural development works. S/he should have held responsible position in previous assignments should possess participatory management skills and should have good knowledge of the region and the local languages.
2	Sr. Support Professional (Soc. Sci.)	Min. one	Should be at least a post graduate in social sciences preferably Social work/rural development/sociology. S/he should have at least 3 years of working experience of which at least 1 year in R&R or rural development projects. Should have sound understanding of the land acquisition process. Knowledge of local language is a necessary qualification.
3	Support Professional	Min. one	Should be a graduate in social sciences preferable Social work, rural development or sociology with 3 years of working in the region desired. Should have sound understanding of the land acquisition process. Knowledge of local language is a necessary qualification.
4	Professional (Civil Engg.)	Min. one	Should be at least a diploma holder in civil engineering. S/he should have at least 3 years' experience in field work. S/he should have participated in at least one project involving R&R activities, should have participatory knowledge of land measurement, and should be conversant with land / structure valuation methods. Knowledge of local language is a necessary qualification.



Form-A

INCEPTION REPORT

An Inception Report is prepared by the Consultant/NGO after reviewing relevant documentation and discussing the scope with relevant officials and visiting site and other institutions, if required. Report to be submitted within specified time period mentioned in ToR.

Inception Report should describe the conceptual framework that the Consultant/NGO will follow in undertaking the task. The itemized methodology in detail, being adopted, clearly indicating the timeframe for each activity may also be mentioned in the Inception Report. The report must also contain a work plans, indicating the phases of task implementation with their key deliverables and milestone.

Based on the experience in past to get the work completed in better manner, Consultant/NGO may suggest suitable methodology, if necessary, with significant explanation. The Inception Report will be reviewed by project unit with reference to the scope mentioned in the ToR and approved duly modifying the methodology and timeframe suggested by the Consultant/NGO, if desired.

The Inception Report shall contain the following:

1) Introduction:

- Describe the task being implemented.
- Purpose and scope of implementation as mentioned in the ToR, elaborating each.
- Addition/Deletion/Modification to the scope in ToR, clearly indicating the reason thereto.

2) Implementation Framework:

- Discuss overall approach of implementation, mentioning the conceptual methodology being adopted.
- Risk and limitations of each methodology for reliability and validity of its result/output.

3) Detailed Methodology:

- Data collection and data analysis method used for each methodology, level of precision required for quantitative and qualitative method of data collection.
- Activity-wise specific assistance required from project unit and other agencies, if any.



4) Work Plan (Timeframe):

- Describe a timeline which shows the implementation phases in complete with their key deliverables and milestone.
- Schedule of activities/ tasks in the form of bar-charts.
- Responsibility for each implementation.
- Completion Report along-with deliverables.

This format of an Inception Report is indicative only. However, the Consultant/NGO may submit the report in suitable format indicating the complete implementation strategy and key deliverables since commencement to the completion of work. This report, duly approved by project unit after modification required, if any, will form an integral part of implementation methodology and binding on the Consultant/NGO for satisfactory completion of implementation of RRP to NTH PAPs.

APPENDIX

CONTENTS OF FINAL REPORT For R&R Implementing Consultancy/NGO Firm

1. Introduction

- a. Background of the Project
- b. Action Plan for RAP Implementation

2. Details of Identification and Verification

3. Status of Distribution of ID Cards

4. Details of Group meetings and Consultations carried out with PAPs

5. Details of Micro Plans for respective PAFs

6. Classification of NTH PAPs (Para 2.8 of ToR)

7. Training and Support given to PAPs for income restoration

- a. Coordination with Government Departments
- b. Linkages with suitable schemes
- c. Identification of skill sets of PAPs
- d. Details of training imparted
- e. Outcome of training

8. Disbursement of Assistance

9. Grievance Redress

10. Summary and Way Forward



SECTION-5
BID STANDARD FORMS

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

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

**FROM TECH-1
PROPOSAL SUBMISSION FORM**

[Location, Date]

To [Name & address of client]

Dear Sirs,

We, the undersigned, offer to provide the NGO services for [insert title of assignment] in accordance with your Request for Proposal dated [insert date] and our proposal. We are hereby submitting our Proposal.

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

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

We undertake, if per proposal is accepted, to initiate the NGO services related to the assignment not later than the date indicated in Paragraph Reference 6.2 & 6.2 of instruction to NGOs (Section-1).

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

Yours Sincerely,

Authorized Signature [in full and initials]: _____

Name and Title of Signatory:

Name of Firm:

Address:

Tel: (STD Code).....

Fax: (STD Code).....

Mobile:

e-mail:



FORM TECH-2
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT

[To be submitted by the Bidders]



FORM TECH-3
TEAM COMPOSITION AND TASK ASSIGNMENTS

[To be submitted by the Bidders]

Professional Staff				
Name of Staff	NGO	Area of Expertise	Position Assigned	Task Assigned



FORM TECH-4
CURRICULAM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
[To be submitted by the Bidders]

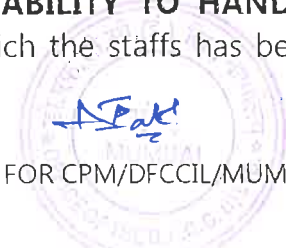
1. **PROPOSED POSITION:** [Only one candidate shall be nominated for each position]
2. **NAME OF NGO:** [insert name of firm proposing the staff]
3. **NAME OF STAFF:** [insert full name]
4. **DATE OF BIRTH:**
5. **NATIONALITY:**
6. **EDUCATION:** [Indicate College/University and other specialised education of staff member, giving names of institutions, degree obtained and dates of obtainment]
7. **MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS:**
8. **OTHER TRAINING:** [Indicate significant training since degree under 5-education were obtained]
9. **AREA OF WORK EXPERIENCE:** [List districts where staff has worked in the last ten years]
10. **LANGUAGES:** [For each language indicate proficiency: good, fair, or poor in speaking, reading and writing]
11. **EMPLOYMENT RECORD:** [Starting with present position, list in reverse order every employment held by staff member since gradation, giving for each employment (see format here below): dates of employment, name of employing organization, position held.]

From [year] _____ To [Year] _____

Client: _____

Position held: _____

12. **DETAILED TASK ASSIGNED:** [List all tasks to be performed under this assignment]
13. **WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED:** [Among the assignments in which the staffs has been



involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11]

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

14. CERTIFICATION:

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

_____ date: _____

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

Full name of authorized representative of NGO.



SECTION-6
FORM OF CONTRACT AGREEMENT &
GENERAL AND SPECIAL CONDITIONS OF CONTRACT

FORM OF CONTRACT AGREEMENT

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

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

WHEREAS

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

NOW THEREFORE, the parties here to hereby agree as follows:

1. The following documents attached hereto shall form an integral part of this Contract:
 - (a) General Conditions of Contract (hereinafter called "GCC"),
 - (b) Special Conditions of Contract (hereinafter called "SCC"),
 - (c) Terms of Reference
 - (d) Letter of Invitations
 - (e) Institutional Arrangements
 - (f) Project Information
 - (g) The Following Appendices
{List of appendices for technical and financial proposals and forms of Bank Guarantees}



- (h) Letter of Award for NGO Work and other correspondence mentioned therein.

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

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

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

FOR AND BEHALF OF THE
MEMBERS OF THE NGO

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

(by authorized representative)

(by authorized representative)

Witness

Witness:

1. _____

1. _____

2. _____

2. _____



GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS:

1.1 Definitions

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

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



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

1.2 Interpretation

In the Contract except where the context requires otherwise:

- a. words indicating one gender include all genders,
- b. words indicating the singular also include the plural and words indicating the plural also include the singular, and
- c. "written" or "in writing" means hand-written, type written, printed or electronically made and resulting in a permanent record. The marginal words and other headings shall not be taken into consideration in interpretation of these conditions.

1.3 Relation between the Parties

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

1.4 Governing Law and Priority of Documents

1.4.1 Law Governing Contract

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

1.4.2 Jurisdiction of Courts

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

1.4.3 Priorities of documents

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

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



1.5 Communication and Language of Contract

1.5.1 Communication to be in writing

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

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

1.5.2 Language of Contract

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

2.0 Commencement, Completion and Modification of Contract

2.1 Effectiveness of Contract

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

2.2 a. Commencement of Services

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

b. Completion of Services



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

2.3 Expiration of Contract

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

2.4 Entire Agreement

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

2.5 Modifications

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

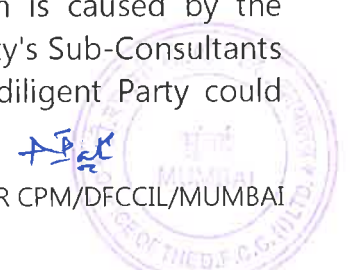
2.6 Liquidated Damages / Penalties for Delays and Deficiencies of Service

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

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



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

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

2.7.2 Non breach of Contract

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

2.7.3 Measures to be taken

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

2.7.4 Extension of time

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

3 .0 Suspension

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

4 .0 Termination

4.1 A. By the Client

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



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

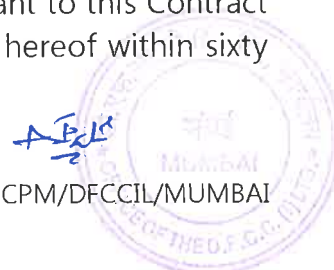
For the purpose of this clause:

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

B. By the NGO

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

- (i) if Client fails to pay any money due to the NGOs pursuant to this Contract and not subject to dispute pursuant to Clause GCC 10 hereof within sixty



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

or

- (iv) If the Client fails to comply with any final decision reached as a result of Arbitration pursuant to Clause GCC 10 hereof

4.2 Cessation of Rights and obligations of the Parties

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

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

4.3 Cessation of Services

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

4.4 Payment upon Termination

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

- a. Remuneration pursuant to Clause GGC 8 hereof for Services satisfactorily performed prior to the effective date of termination;



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

5.0 Obligations of the NGOs

5.1 General

5.1.1 Scope of services

The NGOs shall perform the Services relating to Project. The Scope of the Services are stated in **ToR**.

5.1.2 Standards of Performance

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

5.1.3 Law Governing Services

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

5.1.4 Co-ordination

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

5.2 Conflict of Interests

5.2.1 NGOs not to benefit from Commissions, discounts etc.

The remuneration of the NGOs pursuant to clause GCC 8 hereof shall constitute the NGO's sole remuneration in connection with this contract or the Services and, subject to Clause GCC 5.2.2 hereof, the NGOs shall not accept



for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the NGOs shall use their best efforts to ensure that any sub-consultants , as well as the Personnel and agents of either of them , similarly shall not receive any such additional remuneration.

5.2.2 NGOs and Affiliates not to engage in Certain Activities

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

5.2.3 Prohibition of Conflicting Activities

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

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

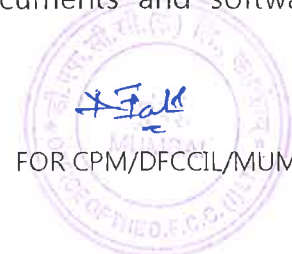
The NGOs and their Personnel as well their Sub-Consultants and their Personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Contract.

5.3 Confidentiality

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

5.4 Documents to be property of Client and Intellectual Property Rights

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



Restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

5.5 Liability of NGOs

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

5.6 Publications

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

5.7 Indemnity and Insurance

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

5.8 Accounting, Inspecting and Auditing

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



5.9 NGO's Actions requiring Prior Approval of Client

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

- (a) Appointing such members of the 'Team of Assignment' as are listed in **ToR at 2.21**
("NGOs' Key Personnel")
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the NGOs shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (c) taking any action under an EPC/Design and Build Contract (or any other contract for the construction of the Project) designating the NGOs as "Engineer" for which action, pursuant to such Contract, the written approval of Client as "Client" is required.

5.10 Reporting Obligations of NGOs

The NGOs shall submit to the Client the reports and documents specified in **ToR** hereto, in the form, in the numbers and within the time periods set forth there.

5.11 Client's equipment and materials

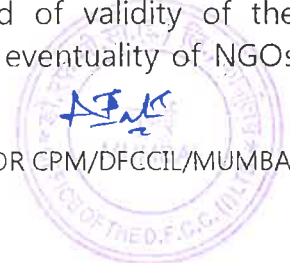
Equipment and materials made either available to the NGOs by the Client, or purchased by the NGOs with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the NGOs shall make available to the Client an inventory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

5.12 Performance Guarantee

5.12.1 The Performance Guarantee shall be as specified in SCC.

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

5.12.3 In the event of any defect coming to notice of Client during the period from actual date of completion of Services and the period of validity of the Performance Guarantee as per this Contract, and in the eventuality of NGOs



failing to rectify the same, the Client will forfeit the amount of Performance Guarantee.

6.0 NGO's Personnel and Sub-Consultants

6.1 General

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

6.2 Description of Personnel

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

7.0 Client's Obligations

7.1 Assistance and Exemptions

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

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



dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services: and

- g) Provide to the NGOs, Sub-consultants and Personnel any such other assistance as may be specified in the SCC.

7.2 Access to Land

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

7.3 Changes in the Applicable Law

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

7.4 Decisions of Client

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

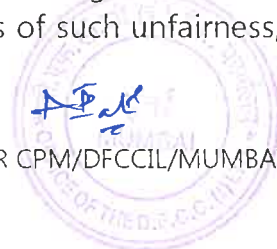
8.0 Fairness and Good Faith

8.1 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.

8.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness,



but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GCC 9.0 hereof.

9.0 Settlement of Disputes

9.1 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.

9.2 Dispute Settlement

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

9.2.1 Demand of Arbitration

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

9.2.2 Nomination of Arbitrators/Sole Arbitrator

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



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

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

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

9.2.3 No Suspension of Work.

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

9.2.4 Award to be binding on All Parties.

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

9.2.5 Rules Governing the Arbitration Proceedings.

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

9.2.6 Substitute Arbitrators:

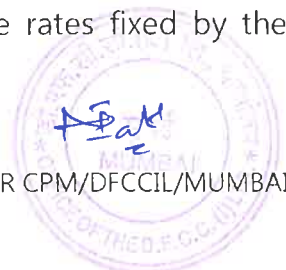
If for any reason an Arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

9.2.7 Interest on Awarded Amount

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

9.2.8 Fee to Arbitrators

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



SPECIAL CONDITIONS OF CONTRACT

1.0 QUANTITY VARIATION:

Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+/-) 25% for each item. In case of variation in quantities beyond + 25%, the rates for the additional quantities beyond +25% variations shall be negotiated/decided on mutually acceptable terms, provided the rate so arrived does not exceed the originally accepted rate as per agreement.

2.0 ADDITIONAL WORK:

- 2.1** In case of any unforeseen development as per situational requirement, if any additional item is required to be executed then the same also will have to be carried out by the bidder. The rate for the same shall be worked out on the basis of input costs with a margin of 10% as Consultant's / NGO's profit.
- 2.2** Engineer or representative of DFCCIL shall have the power to make any alteration, deletion, addition or substitution in the original scope and specification of work and no claim whatsoever on account of the above shall be entertained except for the payment for the actual work done on agreed rates for original items of the contract and negotiated and approved rates for new item.



**FORM OF PERFORMANCE SECURITY
(PERFORMAMANCE BANK GUARANTEE)**

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

To

Chief Project Manager

Dedicated Freight Corridor Corporation of India Limited,
7th Floor, Central Railway New Administrative Building,
D. N. Road, Mumbai - 400001, India

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

AND WHEREAS it has been stipulated by you in the said Contract that the NGOs shall furnish you with a "Performance Security" in the form of a Bank Guarantee by a recognized bank(2) for the sum specified therein as security for performance and compliance with his obligations in accordance with the Contract; AND WHEREAS we, _____ (Name of Bank) with its Branch located at _____ (address of branch) and Head Office located at _____ (address of Head Office) {hereinafter called as "the Bank"} acting through _____ (name of authorized representative of Bank authorized to sign and incur obligations for and on behalf of the Bank) have agreed at the request of the NGOs to give the NGOs such a Bank Guarantee;

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

We hereby waive the necessity of your demanding the said debt from the NGOs before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the services to



be performed there under or of any of the Contract documents which may be made between you and the NGOs shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Signature and Seal of the Guarantor _____ In presence of

Name and Designation _____ 1. _____

(Name, Signature & Occupation)

Name of the Bank _____

Address: _____ 2. _____

(Name & Occupation)

Date _____

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

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



SECTION-7
SCHEDULE OF QUANTITIES

Name of Work: Engagement of NGO for implementation of Resettlement Action Plan/facilitation work for shifting of NTH PAPs from JNPT (Central Railway Km: 92) to Bhilad (Western Railway Km:160.96) Total-202 Kms of JNPT-Bhilad section of Western Dedicated Freight Corridor under jurisdiction of CPM/Mumbai.

SN	Description of item	Unit	Qty.	Rate (Rs.)	Amount (Rs)
1	Submission and approval of Inception Report as per Contract conditions after reviewing relevant documentation and discussing the scope with relevant officials of DFCCIL and State Government, studying and implementing other legal provisions for which NTH PAPs are entitled for as per various schemes of State Govt. and visiting site and other institutions, within specified time period.	Job	1	259820/-	259820.00
2	Conducting survey of non title holders and collection of documents of identification of NTH and submission of the report complete with consultant's own man power, stationary/Xerox/consumables, transport etc. complete in all respect and providing computerised Identity cards to NTH PAFs with consultant's own man power, stationery/ Xerox/ consumables, including transport arrangement etc. complete in all respect.	PER NTH PAF	1300	605/-	786500.00
3	Assessment and evaluation of value of structures of those PAP's for whom I-card has been issued, by co-ordinating with PWD/or approved Govt. Agency as directed by DFCCIL. The assessment/evaluation shall be as per approved procedure of DFCCIL and any agency will submit the evaluation in prescribed format, duly approved.	Per Structure	760	270/-	205200.00



4	Facilitation in processing of approved structure evaluation for preparation and publishing of award by Deputy Collector (LA)/other Govt. Agency as decided by DFCCIL and as per prescribed procedure.	Per Village	38	7050/-	267900.00
5	Organising PAP/PAF education programme as follows: i) Holding Group meetings of PAPs with minimum presence of 50 family heads. During the meeting the PAP/PAF will be educated through presentations/ discussions etc and as directed by DFCCIL. The educational programme shall aim at increasing awareness about acquisition process, compensation, entitlements, resettlement plan, livelihood issues and other subjects as directed by DFCCIL. ii) Distributing literatures, circulars and other necessary information in written form for the benefit of PAP's. This will also include assisting the eligible PAPs to take advantage of the existing Government Housing and employment schemes, district administration, Municipal corporation etc. to ensure that the PAP's are included in the development schemes, as applicable. iii) The meeting the consultant shall document the activity through, Video photography and written document as directed by DFCCIL.	Per Meeting	66	7830/-	516780.00
6	Arranging skilled training to the PAPs or one family member through a tie-up with institutes of skill development like, Industrial Training Institute, repairing, training, typing training etc. as per their requirement from training institutes for imparting technical, skill and management	Per PAP	320	3500/-	1120000.00



	training for enterprises creation and development, with consultant's own machinery, man power, transportation etc. complete in all respect. The training module shall be approved by DFCCIL.				
				Total Rs.	3156200.00
	Rs. Thirty one lac fifty six thousand two hundred only.				
(i)	In figure: ----- at par / % above or below				
(ii)	In words: ----- at par / % above or below.				
(iii)	The tenderer is required to quote the rate in both words and figures. In case of any discrepancy, rate quoted in words shall prevail.				
(iv)	Total price offered is inclusive of all taxes and duties except service tax, if applicable, which will be reimbursed separately on production of proof of the payment thereo				

(Seal & Signature of Contractor)



List of villages having NTH PAPs

SN	District	Taluka	Village	DFC CH.
1	Thane	Kalyan	Bhopar	48-49
2			Ayare	50-51
3			Kopar	51-52
4			Juni Dombivli	52-53
5			Thakurli	53
6			Gaodevi	53-54
7			Vadunavghar	64-65
8			Kharbav	65-67
9	Palghar	Vasai	Sasunavghar	74-75
10			Rajawali	84-86
11			Gokhivare	86-89
12			Bilalpada	89-90
13			Dhaniv	90-93
14			Bhatpada	93-94
15			Shirgaon	94-100
16			Palghar	Umbarpada Nandade
17		Kelve Road		114-118
18		Mahim		118-122
19		Navali		122-123
20		Palghar		123-125
21		Dandipada		134-135
22		Boisar		135-136
23		Dahanu		Vangaon
24			Agwan	152-153
25			Sarawali	153-156
26			Patilpada	156-157
27			Junnarpada	157-159
28			Nandore	159-160
29			Kasara	160-162
30			Waki	162-163
31			Ambewadi	163-165
32			Chikhale	165-167
33		Talasari	Brahmanpada	174-175

Note: This list may vary as per requirement.



