Form I-B-5: Validation of Survey Data Schedule

(a) Bidders shall provide in this Form, narrative description of the survey works to validate the data provided by the Employer, work time schedule and preparation schedule for additional traverse and centre line surveys, cross sections and structure foundations, if required.

(b) The narrative description shall include all types of survey works and method with resources.

(c) The survey data validation work schedule shall be well examined taking into account the design schedule of Permanent Works.

(d) This Form shall not be submitted separately for each Partner or separately for each Specialist Subcontractor / Design Sub-consultant. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

(e) The Bidder shall insert a table of contents in spaces provided on the Form.

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

Form I-B-6: Design Schedule

(a) Bidders shall provide in this Form, narrative description of design works, work time schedule and preparation schedule of design drawings for each structure.

(b) The narrative description shall include all types of design drawings and timing of submission taking into account the time for review by the Engineer

(c) The design work schedule shall be well examined taking into account the survey schedule and construction time schedule of Permanent Works.

(d) This Form shall not be submitted separately for each Partner or separately for each Specialist Subcontractor / Design Sub-consultant. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

(e) The Bidder shall insert a table of contents in spaces provided on the Form.

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

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Form I-B-7 (1): Technical Particulars – Earthworks

1. The Bidder's technical proposal should include the following details about the Earthworks duly supported by typical / illustrative drawings and sketches

1.1 Design Approach / Criteria :

Sl. No.	Requirement	Data from Bidder
1	**Load Condition**	
1-1	Axle Load	32.5 T
1-2	Different Loads Considered / Load Conditions	
1-3	Load Combinations – For Normal & Seismic Conditions	
2	**Formation and Size**	
2-1	Minimum height of Embankment (above GL)	
2-2	Proposed Berm Width (m)	
2-3	Criteria of Provision of Berm and Its Practice	
2-3	Blanket Layer	a) Thicknes b) Compaction Requirement
3	**Ground Condition**	
3-1	Design Parameter	a) Cohesion (C) b) Internal Friction Angle (ϕ) c) Unit Weight (γ) etc. etc.
3-2	Locations of Field Testing Laboratories	
4	**Embankment**	
4-1	Design Parameter	a) Cohesion (C) b) Internal Friction Angle (ϕ) c) Unit Weight (γ) etc.
4-2	Borrow Area Selection	a) Maximum Size b) Fine Content c) Uniformity Coefficient (Cu) d) CBR etc.

5	**Analysis**	
5-1	Slope Stability	a) Slopes for various heights of Fill b) Slopes for various heights of Cut c) Factor of Safety
5-2	Settlement	a) Long Term b) Short Term
5-3	Liquefaction	
6	**Ground Improvement**	
6-1	Ground Improvement Requirement (Wherever required)	a) Deformation Modulus (EV2) b) Un-drained Cohesion (Cu) c) N-Value

Sl. No.	Affected stretch		"N" Value	Type of Ground Improvement	Target CBR Value after Improvement
	Ch. from	Ch. to			

7	**Slope Protection**	
7-1	Slope Protection	a) Slope Ratio b) Type of Protection c) Material d) Thickness
8	**Retaining Wall**	
8-1	Concrete Retaining Wall / Toe Wall	a) Grade of Concrete b) Factor of Safety for : i. Sliding ii. Overturning c) Settlement
8	**Drainage**	
8-1	Drainage System (cutting & filling)	a) Cross Slope b) Longitudinal Slope c) Size & Type of Drain Section
9	**Construction**	
9-1	Compaction Requirements for Embankment	a) Thickness of one Layer b) Compaction, % of Maximum Dry Density (MDD) c) Deformation Modulus (EV2) d) Relative Density (in case of sand)
10	**Applicable Codes & Standards**	

1.2 Software to be used for Design :

Sl. No.	Requirement	Data from Bidder
1	Embankment Design / Slope Stability Analysis	
2	Alignment Design and computation of earthwork quantities	
3	Concrete Retaining Wall / Toe Wall	
4	Settlement Analysis	
5	Liquefaction	
6	Drainage System	

1.3 Submission of Drawings:

The Bidder should submit the following drawings (as minimum requirement) for better understanding of the Bidder's Design Approach in respect of the Design Criteria, Employer's Requirement, Specifications and relevant provisions in the Applicable Codes:-

1.3.1 Typical General Arrangement Drawings for embankment for heights up to 6m and over 6m.

1.3.2 Typical Concrete Retaining Wall for varying heights.

1.3.3 Typical Toe Wall arrangement.

1.3.4 Typical Slope Protection arrangement.

1.3.5 Typical Drainage Arrangement in filling sections.

1.3.6 Typical Drainage Arrangement In cutting sections.

1.3.7 The process with machinery and equipment to be employed, in case blanket material is proposed to be used after blending different natural or manufactured constituents.

1.3.8 The drawing of drainage system in the station yards to be enclosed for following cases:

i) When there is continuous rise/fall of gradient over the yard.

ii) When the station yard is located on level.

iii) When there is change of gradient in the yard, falling on either end or rising on the two ends.

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

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Form I-B-7 (2): Technical Particulars – Bridges

1. The Bidder's technical proposal should include the following details about the Bridges duly supported by typical / illustrative drawings and sketches

1.1 Design Approach / Criteria :

Sl. No.	Requirement	Data from Bidder
1	Axle Load	32.5 T
2	Design Life	100 years
3	Different Loads Considered / Load Conditions	
4	Load Combinations – For Normal & Seismic Conditions	
5	Minimum Clearances	a) Vertical clearance over HFL= b) Vertical clearance under RUB/RFO= c) Horizontal clearance from existing structure= d) Horizontal clearance from canal structure= e) Freeboard=
6	Approach to achieve design life	a) Permeability = b) Crack Width = c) Durability = d) Protective Coatings i) Concrete= ii) Steel Reinforcement= iii) Other inserts= e) Provision for strengthening/ retrofitting, if required in the future
7	Grade of Concrete	
8	Design Conditions considered	

Exposure Conditions	Grade of Concrete in Different Bridge Elements						
	Open Foundation	Pile / Well	Pier	Pier Cap	Abutment	Super-structure	Minimum Cement Content
Extreme							
Severe							
Moderate							

Sl. No.	Bridge ID	Chainage	Seismic Zone	Wind Pressure	Exposure Conditions	Temperature Effect
1						
2						
3						
4						
5						
6						

9 Hydraulic data

Sl. No.	Bridge ID	Chainage	Catchment Area	Rainfall Intensity	Design discharge	Waterway	HFL
1							
2							
3							
4							
5							
6							

10 Foundation Data

Sl. No.	Bridge ID	Chainage	Scour Depth	Soil Bearing Capacity	Type of Foundation	Max. Load on Foundation	Footing Size (in case of open foundation)	Dia of Well (in case of well Foundation)	In case of Pile Foundation		
									Pile Dia & Depth	Type of Piles (Friction / End Bearing)	Load carrying Capacity of Pile
1											
2											
3											
4											
5											
6											

11 Protection Works

Provision of :
a) Pitching =
b) Retaining wall =

12 Sub-Structure data

Sl. No.	Bridge ID	Chainage	Type of Bearings	Type of Abutment	Type of Pier	Type of Return wall / Wing wall	Type of Toe Wall
1							
2							
3							
4							
5							
6							

13 Super-structure Data

Sl. No.	Bridge ID	Chainage	Type of Superstructure (Conc. / Steel / Composite)	Standard / Non-standard design (with ref. to DFCC design)	Span Arrangement	Type of Deck (PSC / RCC / Voided / any other)	Max. Depth of Girder
1							
2							
3							
4							
5							
6							

14	Factor of Safety for stability under combinations of Loads & Forces for Pier/ Abutment / Concrete Wing Wall	Factor of Safety for : a) Sliding = b) Overturning = c) Settlement =
15	Deck Drainage System	a) Longitudinal Slope = b) Cross slope =

16 Limiting Forces / Deformations for continuation of LWR (Long Welded Rail) / CWR (Continuous Welded Rail) over Bridges

		Forces	Maximum Deformations
a.	Stress / Force in Rail		
b.	Foundation		
c.	Pier / Abutment		
d.	At Bearing Level		
e.	Superstructure Deck Level		

Note: Reference of International Code of Practice to be adopted shall be provided.

17 Applicable Codes & Standards

1.2 Software to be used for Design of :

Sl. No.	Requirement	Data from Bidder
1	Foundation	
2	Sub-structure	
3	Super-structure	
4	Protection Works	
5	Launching System (in case of pre-cast sections)	
6	Drainage System	

1.3 Submission of Drawings:

The Bidder should submit the following drawings (as minimum requirement) for better understanding of the Bidder's Design Approach in respect of the Design Criteria, Employer's Requirement, Specifications and relevant provisions in the Applicable Codes:-

1.3.1 General Arrangement Drawing for Span Arrangement

1.3.2 General Arrangement Drawing for Each Type of Pile Foundation

1.3.3 General Arrangement Drawing for typical substructure of each type

1.3.4 General Arrangement Drawing for Typical Super-structure for Each Type

1.3.5 General Arrangement Drawing for Typical Abutment for Each Type

1.3.6 General Arrangement Drawing for Typical and Return Wing Wall for Each Type

1.3.7 List of typical span arrangements proposed

1.3.8 Typical Arrangement for Expansion Joints

1.3.9 Typical Deck Drainage Arrangement

1.3.10 Typical Service Duct for Electrical & Earthing Arrangement

1.3.11 Typical Launching Arrangement drawing for Pre-cast / Pre-fabricated Elements (if applicable)

1.3.12 The typical details of bridge bearings indicating the arrangement adopted to restrain longitudinal and transverse displacements at fixed end but allowing rotations. Similarly, allowing longitudinal displacements and rotations on free end but restraining transverse displacement.

1.3.13 What shall be the base polymer for super plasticizers proposed to be used in concrete. A report may be enclosed on the side effects on properties of concrete.

1.3.14 Type of form work and scaffolding to be used for concrete work. Technical literature from the manufacturer, in case any patented material is proposed to be used.

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

Form I-B-7 (3): Technical Particulars – Junction/ Crossing Station Buildings

1. The Bidder's technical proposal should include the following details about Buildings Junction Station (JS) and Crossing Station (CS) duly supported by typical / illustrative drawings and sketches

1.1 Design Approach / Criteria :

Sl. No.	Requirement	Data from Bidder
1	Total Length of JS/ CS Yard	
2	Design Life	50 years for building 10 years of air conditioners and ventilation system 20 years for electrical equipment
3	Effective Length of JS/ CS Yard	
4	Total Width of the Yard	
5	Type of Building	
6	Facilities Provided and Area	a) Operational Room = b) Signalling Room = c) Telecommunication Room = d) Crew Changing Room = e) Commercial Room = f) Maintenance Room = g) Storage Room = h) Maintenance Equipment Shed = i) Residential Quarters (Different Types, Nos. and Area) =
7	Facilities with Air-conditioning	a) b) **c)**
8	Different Loads Considered / Load Conditions	
9	Load Combinations – For Normal & Seismic Conditions	
10	Design Criteria for Ventilation & Air-conditioning	a) Temperature = b) Humidity = c) Ventilation time per day =
11	Access Control Features	
12	Type of Foundation	
13	Lighting System	a) Illumination in each type of room b) Types of lighting fixtures
14	Electricity	a) Power requirement for each room b) Capacity of power distribution panels

15	Step-down Transformer	a) Type and capacity of step-down transformer b) Type and size of cable for distribution to distribution panels
16	Type of Roof	
17	Other Details	

Sl. No.	Junction Stn./ Crossing Stn.	Land Area (L x B)	Formation Level	Total Building Area	Height of the Building	Land-scape Area

18	Water Supply System	

Sl. No.	Junction Stn. / Crossing Stn.	Design Requirement of Water			Source of Supply	Capacity of Water Storage Tanks (Underground / Overhead)			Capacity of Water Treatment Plant	Water Mains Dia.	Capacity of Pumping Station
		Raw Water	Fire Fighting	Potable		Raw Water	Fire Fighting	Potable			

19	Sewage Treatment & Disposal System	a) Capacity of Treatment Plant = b) Capacity of Pumping Station = c) Disposal Area =
20	Lightening System	
21	Earthing System	
22	Rain Water Harvesting System	
23	Applicable Codes & Standards	

1.2 Software to be used for Design of :

Sl. No.	Requirement	Data from Bidder
1	Building design	
2	Building structural design	
3	Ventilation & Air-conditioning System	

4	Lighting System	
5	Water Supply, Drainage and Sewerage System	

1.3 Submission of Drawings:

The Bidder should submit the following drawings (as minimum requirement) for better understanding of the Bidder's Design Approach in respect of the Design Criteria, Employer's Requirement, Specifications and relevant provisions in the Applicable Codes:-

1.3.1 Layout Plan for Junction/Crossing Station Yard

1.3.2 General Arrangement Drawings (Plan & X-Section) for Each Type of Junction/ Crossing Station Buildings

1.3.3 General Building Design

1.3.4 Building Structural Design Calculations

1.3.5 Typical Details of Each Type of Foundation

1.3.6 Typical Details of Roofing

1.3.7 Typical Details of Ceiling

1.3.8 Typical Details about Architectural Finishing Schedules

1.3.9 Typical Details of Raised Floor

1.3.10 Typical Details of Each Type of Water Storage Tank

1.3.11 Road Layout

1.3.12 Rain Water Harvesting system

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

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Form I-B-7 (4): Technical Particulars – Tracks

1. The Bidder's technical proposal should include the following details about Tracks duly supported by typical / illustrative drawings and sketches

1.1 Design Approach / Criteria :

Sl. No.	Requirement	Data from Bidder
1	Design Life	(1) Rail-track Structures of the Track Works The design life for purposes of replacement/renewal of the Track Works components are considered at minimum as follows: a) Rails on Main Line: 800 Gross Million Tones (GMT) b) Rails in Depots : 50 Years c) Pre-stressed concrete sleepers : 40 Years d) Elastic rail fastenings : 7 Years e) Turnouts with fixed nose crossings with re-conditioning : 250 GMT f) Turnouts with moving nose crossings with re-conditioning : 600 GMT g) Turnouts Sleepers (depot) : 40 Years h) Rail Pads : 5 Years
2	Track Gauge	1676mm (BG)
3	Axle Load	25 Tonne
4	Track Centre to Centre	6m
5	Maximum Operation Speed	100 Km/Hr
6	Track Design Data	

Sl. No.	Track	Gradient		Horizontal Curve Radius		Vertical Curve Radius	
		Max.	Exceptional	Min.	Exceptional	Ruling	Exceptional
	Main Line						
	Feeder Line						
	Junction/ Crossing Station Yard						

7	Cant	a) Maximum Permissible = b) Cant Deficiency =
8	Type of Rails	a) Main Line = b) Loop Line & Sidings = c) Feeder Line =
9	Standardized Rail Length	
10	Welded Length for Long Welded Rails (LWR)	

11	Maximum No. of Welds in any One Km	
12	Turnouts	a) Main Line = b) Loop Line = c) Feeder Line =
13	Type of Insulated Rail Joints	
14	Type of Rail Expansion Joints	
15	Rail-Sleeper Fastening System	
16	Maximum Ballast Size	
17	Ballast Thickness	a) Main Line = b) Loop Line & Sidings = c) Feeder Line =
18	Type of Sleepers	a) Main Line = b) Loop Line & Sidings = c) Feeder Line =
19	Density of Sleepers	a) Main Line = b) Loop Line & Sidings = c) Feeder Line =
20	Derailment Guard Requirement / Criteria	
21	Check Rail	
22	Type of Buffer Stops	
23	Permissible Tolerances for Construction	
24	Applicable Codes & Standards	
25	Creep Anchor Assembly and locations.	

1.2 Software to be used for Design of :

Sl. No.	Requirement	Data from Bidder
1	Track Alignment	
2		
3		

1.3 Submission of Drawings:

The Bidder should submit the following drawings (as minimum requirement) for better understanding of the Bidder's Design Approach in respect of the Design Criteria, Employer's Requirement, Specifications and relevant provisions in the Applicable Codes:-

1.3.1 Dimensions of PSC Sleepers

1.3.2 Layout of Turnouts, sleeper, points, crossings and fittings type.

1.3.3 Site Welding Plan

1.3.4 Typical Drawings for Track Components

1.3.5 Scheme/ Arrangement to continue LWR/CWR across Turnouts and the reference of standards and code of practice to be used.

1.3.6 Locations/ stretches where creep anchor mechanism is proposed to be used.

1.3.7 Typical Drawings for Derailment Guard rail on Bridge

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

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Form EQU: Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 2, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

FORM I-B-8: Proposed Manufacturers and Subcontractors

(a) Bidders shall provide in this Form, a detailed listing of all Manufacturers and Subcontractors proposed to be used upon the Works.

(b) This Form is not applicable to the Specialist Sub-contractors and Specialist Sub-design Consultants

(c) The Form should be completed and all required documents should be included in this place in the submitted Bidding Documents clearly labelled as Form I-B-9.

(d) The information on this Form shall be evaluated together with the information contained on Form 1-B-7.

(e) Should the Bidder be successful, it shall be necessary to obtain the Consent of the Engineer and approval of the Employer to employ the proposed Manufacturer and sub-contractors/sub-design consultants on this contract. The proposed Manufacturer or Subcontractor/sub-design consultants shall not be altered or substituted except with the express written approval of the Engineer which approval may be withheld at the entire discretion and option of the Engineer.

(f) The Employer reserves the future right to request the Contractor to substitute at the Contractor's expense, any Manufacturer or Subcontractor proposed on the Form, which at any time during the period of the Contract, is discovered not to comply with the requirements of the Contract.

(g) This Form shall not be submitted separately for each Partner or separately for each Specialist Sub-contractor / Design Sub-consultant. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

Bidder's Authorized Signatory:

Signature:_
Name:_____
Position:_____
Date: _____
Company:_
Company Stamp

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D. Check List for Submission of Documents for Technical Bid

Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name:------	
			Yes / No	Ref. #
1	Letter of Technical Bid	ITB 11.2(a) and Section 3 (c)		
2	One Original and Two Copies of Technical Bid	BDS 20.1		
3	2 Soft Copies of Technical Bid on CD	BDS 20.1		
4	Original and all Copies of Technical Bid all pages serially numbered and indexed	BDS 20.2		
5	Original & all Copies of Technical Bid signed by authorized representative of Joint Venture / Consortium	ITB & BDS 20.2		
6	Validity of Bids – 180 days after last Bid Submission Date	BDS 18.1		
7	Bid Security (US$ 5,000,000) or equivalent INR, using Reference Rate of RBI as exchange rate as on 06.08.2015 (Validity 28 days beyond Validity of Bids)	ITB 19, BDS 19.1, Section 3(b)		
8	Power of Attorney (Duly Notarised) in respect of authorized representative of each Partner of the Joint Venture / Consortium	ITB 4.1 (b), ITB 20.2, BDS 20.2		
9	Power of Attorney (Duly Notarised) to one representative from the Lead Partner of Joint Venture / Consortium duly signed by the authorized representative of all the partners of JV / Consortium	BDS 4.1,ITB 20.2, BDS 20.2 and ITB 20.3		
10	Form ELI-1.1	ITB 17.1, Clause 3.1 (c) and 3.2 (a) (i) of Section 2		
11	Form ELI-1.2	ITB 17.1, Clause 3.1 (c) and 3.2 (a) (ii) of Section 2		
12	Undertaking from each Partner of Joint Venture / Consortium including its Sub-contractors, Design Sub-Consultants and identified Manufacturers / Suppliers regarding no conflict of interest	ITB 17.1, BDS 4.3, Clause 3.1 (c) of Section 2		
13	An undertaking from the each partner of the Joint Venture / Consortium and its Sub-contractors / Design Sub-consultants and identified Manufacturers / Suppliers regarding banning of business with MOR	ITB 17.1, BDS 4.7, Clause 3.1 (c) of Section 2		

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Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name:------	
			Yes / No	Ref. #
14	An undertaking from each proposed Sub-contractor/ Sub-consultant, indicating its willingness to associate with the Bidder as a Sub-contractor/Sub-consultant for the particular activity against which his credentials have been offered by the Bidder in the bid.	BDS 17.1 and Clause 3.1 (c) of Section 2		
15	Form CON: Historical Contract Non-Performance	ITB 17.1, Clause 3.1 (c) and 3.2 (b) (i) of Section 2		
16	Form FIN-1: Financial Situation	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (i) of Section 2		
17	Form FIN-2: Average Annual Construction turnover	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (ii) of Section 2		
18	Form FIN-3: Financial Resources	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (iii) of Section 2		
19	Form FIN-4: Current Contract Commitments/Works in Progress	ITB 17.1, Clause 3.1 (c) and 3.2 (c) (iv) of Section 2		
20	Form FIN-5: Acknowledgement of Compliance with Guidelines for Procurement under ODA Loans	ITB 17.1, Clause 3.1 (c) and 3.2 (b) (ii) of Section 2		
21	Article of Incorporation or Constitution of each Partner of JV / consortium	Form ELI-1.1 and ELI-1.2		
22	Copies of Financial Statements for last 5 years of each Partner of JV / Consortium	Form FIN-1		
23	Joint Venture/ Consortium Agreement	ITB 11.4 & BDS 11.4, Form ELI-1.1		
24	Form EXP – 1: General Construction Experience	ITB 17.1, Clause 3.1(c) of Section 2 and Section 3(a)		
25	Form EXP – 2: Specific Construction Experience	ITB 17.1, Clause 3.1(c) of Section 2 and Section 3(a)		
26	Form EXP – 3: Specific Construction Experience in Key Activities	ITB 17.1, Clause 3.1(c) of Section 2 and Section 3(a)		
27	Form EXP – 4: Similar Design Experience	ITB 17.1, Clause 3.1(c) of Section 2 and Section 3(a)		
28	Form EXP – 5: Specific Design Experience	ITB 17.1, Clause 3.1(c) of Section 2 and Section 3(a)		
29	Proforma Letter of Participation from Each Member of Joint Venture/ Consortium	ITB 16.1, Section 3 (b)		
30	Form I-B-1: General Execution Scheme	ITB 16.1, Section 3 (c)		

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Sl. No.	Requirements of Technical Bid	Reference Clause No. of Bid Documents	Bidder's Name:------	
			Yes / No	Ref. #
31	Form I-B-2: Layout Plan of Contractor's Camp and Site Offices, Stockyards and Storages etc.	ITB 16.1, Section 3 (c)		
32	Form I-B-3: Basic Programme for the Works	ITB 16.1, Section 3 (c)		
33	Form I-B-4: Organisation Charts and Manning Schedule	ITB 16.1, Section 3 (c)		
34	Form I-B-5: Validation of Survey Data Schedule	ITB 16.1, Section 3 (c)		
35	Form I-B-6: Design Schedule	ITB 16.1, Section 3 (c)		
36	Form I-B-7 (1) : Technical Particulars – Earthworks	ITB 16.1, Section 3 (c)		
37	Form I-B-7 (2) : Technical Particulars - Bridges	ITB 16.1, Section 3 (c)		
38	Form I-B-7 (3) : Technical Particulars – Jn. Station Building	ITB 16.1, Section 3 (c)		
39	Form I-B-7 (4) : Technical Particulars - Tracks	ITB 16.1, Section 3 (c)		
40	Form EQU: Equipment	ITB 16.1, Section 3 (c)		
41	Form I-B-8: Proposed Manufacturers and Subcontractors	ITB 16.1, Section 3 (c)		
42	Form I-B-9: Required documents w.r.t Proposed Manufacturers and Subcontractors	ITB 16.1, Section 3 (c)		
43	Bid Documents (Volume I, II, III, IV and V) including all Addenda returned duly signed & stamped on all the pages	BDS 20.5		
44	Evidence of payment for 'cost of bidding documents'	Clause 1.1(b) of Section 2		
45	Any other document			

Certificate

This is to certify that our Technical Bid is in full compliance with all the conditions, requirements and specifications as included in the Bid Documents including all the Addendums thereto.

Bidder's Authorized Signatory

Signature:

Name:_____

Position:_____

Date: _____

Company Stamp:_____

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Section 4:

List of Eligible Countries of Japanese ODA Loans

Eligibility for the Provision of Goods, Works and Services in

JICA-Financed Procurement

(1) The Eligible Nationality of the Supplier(s)/ Bidder and all partners constituting the Bidder shall be the following:

(a) Japan in the case of the prime contractor; and

(b) All countries and areas in the case of the sub-contractor(s).

(2) With regard to (1) above, in case where the prime contractor is a joint venture, such joint venture will be eligible provided that the nationality of the lead partner is Japan, that the nationality of the other partners is Japan and/or India and that the total share of work of Japanese partners in the joint venture is more than fifty percent (50%) of the contract amount.

(3) With regard to (1) and (2) mentioned above,

(a) For goods and services, (i) the prime contractor or, in the case of a joint venture, the lead partner and other partners regarded as the Japanese partners shall be nationals of Japan or juridical persons incorporated and registered in Japan, and which have their appropriate facilities for producing or providing the goods and services in Japan and actually conduct their business there; and (ii) in the case of a joint venture, the partners except Japanese partners shall be nationals of India or juridical persons incorporated and registered in Japan or India, and which have their appropriate facilities for producing or providing the goods and services in Japan or India and actually conduct their business there.

(4) Procurement of the following components from Japan is mandatory under this Package;

(a) Head Hardened Rails for the entire stretch of Main Line and Points & Crossings

(5) With regard to the goods procured from the eligible local manufacturing company(ies) (hereinafter referred to as "the Eligible Local Manufacturing Company(ies)") invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Local Manufacturing Company(ies) satisfy(ies) the following conditions:

(i) Juridical persons incorporated and registered in India, and which have their appropriate facilities for producing or providing the goods and services in India and actually conduct their business there;

(ii) Not less than 10 % of shares are held by a single Japanese Company; and

(iii) The proportion of the shares held by the Japanese company mentioned in (ii) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (ii) above) is the same as or greater than that of the shares held by any company of a third country.

(6) With regard to the goods procured from the eligible development partners' manufacturing company(ies) (hereinafter referred to as "the Eligible Development Partners' Manufacturing Company(ies)") invested by Japanese companies can be regarded and counted as Japanese origin if such Eligible Development Partners' Manufacturing Company(ies) satisfy(ies) the following conditions:

(i) Juridical persons incorporated and registered in a country or area on DAC List of ODA Recipients effective at the time of conclusion of the Loan Agreement and which have

their appropriate facilities for producing or providing the goods and services in the country or area and actually conduct their business there;

(ii) Not less than one-third of shares are held by a single Japanese Company; and

(iii) The proportion of the shares held by the Japanese company mentioned in (ii) above (or the company having the largest share among Japanese companies if more than one Japanese company meet the condition stated in (ii) above) is the same as or greater than that of the shares held by any company of a third country.

SECTION 5

CONDITIONS OF CONTRACT

PART I: GENERAL CONDITIONS (GC)

Preface Notes:

The General Conditions governing this Contract shall be the "Conditions of Contract for Plant and Design Build for Electrical and Mechanical Plant, and for Building and Engineering Works, Designed by the Contractor First Edition 1999, prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), designated as Part I [General Conditions].

The General Conditions are normally linked with the Particular Conditions referred to as Part B (of Part II) by the corresponding numbering of the Clauses, so that Parts A (Appendix to Bid) and Part B (Particular Conditions) of Part II together comprise the conditions governing the rights and obligations of the parties.

To simplify the layout of this document, the Preamble has not been prepared as a separate document but the content thereof has been included within the text of Part B: Particular Conditions.

In case of any inconsistency therefore between the conditions contained in the General Conditions and Particular Conditions, the conditions shall have the following priority:

1. PART II: Part A: Appendix to Bid,
2. PART II: Part B: Particular Conditions,
3. PART I: General Conditions.

A copy of the "PART I General Conditions" is not attached to the Bid Documents for the Contract.

The Contractor shall provide to the Engineer, within 28 days after the Commencement Date, six (6) original sets of the original FIDIC Conditions of Contract in English version for binding into the subsequent Contract Documents.

APPENDIX TO Bid

<table>
<tr><th>Item</th><th>GC Sub-Clause</th><th>Data</th></tr>
<tr><td>Employer</td><td>1.1.2.2, 1.3</td><td>Dedicated Freight Corridor Corporation of India Limited,
5th Floor Pragati Maidan, Metro Station Building Complex
New Delhi, India – 110001</td></tr>
<tr><td>Contractor</td><td>1.1.2.3 & 1.3</td><td>To be filled in</td></tr>
<tr><td>Engineer</td><td>1.1.2.4, 1.3 & 3.1</td><td>to be filled in</td></tr>
<tr><td>Bank's name</td><td>1.1.2.11</td><td>Japan International Cooperation Agency (JICA)</td></tr>
<tr><td>Borrower's name</td><td>1.1.2.12</td><td>The President of India</td></tr>
<tr><td>Time for Completion</td><td>1.1.3.3</td><td>As per Sub-clause 8.2 of GC
Whole of the Works: Completion of all the Works by the Contractor and Taking Over of the Works by the Employer
208 Weeks (One thousand four hundred and fifty six (1456) days)</td></tr>
<tr><td>Defects Notification Period</td><td>1.1.3.7</td><td>Defect Notification Period for the Works shall be 104 weeks from the date of Taking Over of the Works (Sub-clause 10.1) and issue of Taking-Over Certificate by the Engineer.</td></tr>
<tr><td>Communications</td><td>1.3</td><td>By fax and e-mails but confirmed in hard paper copy within 48 hours.</td></tr>
<tr><td>Law and Language</td><td>1.4</td><td>Indian Laws & English Language</td></tr>
<tr><td>Right of Access to the Site</td><td>2.1</td><td>The Employer shall give Right of Access to Site to the Contractor as per the following schedule subject to the Contractor providing Performance Security in terms of Sub-Clause 4.2 of General Conditions of Contract. Initially possession of site for work will be handed-over to the Contractor in continuous stretches of at least 10kms. Thereafter Employer shall make efforts to handover access in chunks of at least 5 kms length in isolated locations or minimum 1.0 km in stretches in continuation to the previously possessed stretch.
<table>
<tr><th>SN</th><th>Period after Commencement Date in days</th><th>Cumulative percentage of land to be handed over for work with respect to total length</th></tr>
<tr><td>1</td><td>28</td><td>80%</td></tr>
<tr><td>2</td><td>91</td><td>90%</td></tr>
<tr><td>3</td><td>182</td><td>Complete Land will be handed over except the land within the ROW at following Chainages
<table>
<tr><td>Wamaj – Pansar (Gandhi Nagar Dist.)</td><td>0</td><td>13.95</td></tr>
</table>
Land in above cited stretches would be handed over up to 130 Weeks from the Commencement Date of the Package</td></tr>
</table></td></tr>
<tr><td>Amount of Performance Security</td><td>4.2</td><td>(Five) 05 Percent of the Accepted Contract Amount, and in the same currency (ies) of the Accepted Contract Amount.</td></tr>
<tr><td>Period for notifying errors in Employer's requirements & items of reference</td><td>5.1 & 1.9</td><td>56 Days</td></tr>
<tr><td>Normal working hours</td><td>6.5</td><td>(Eight) 8 hours shift in a day and total (Forty eight) 48 hours in a week.</td></tr>
</table>

Time of Completion	8.2	The Completion period shall be 208 Weeks (1456 days). The permanent works shall be completed by achieving the following milestones: **MS-1:** Completion of Track Skelton for entire Package: 180 weeks (1260 days) for temporary use by the Employer or by other Employer's Contractors for construction and/or for running of material trains, tower wagons, rail cum road vehicle etc. **MS-2:** Completion of all Civil and Track Works for commencement of Integrated Testing and Commissioning:196 Weeks (1372 days) **MS-3:** Completion of all works by Contractor and Taking over by Employer: 208 weeks (1456 days)
Amount of Delay Damages	8.7 & 14.15(b)	The following delay damages shall be applied for each of the Milestone as defined in Sub-Clause 8.2 above: **MS-1** :0.25% of the Contract Price, per week of delay or part thereof; **MS-2:** 0.50% of the Contract Price, per week of delay or part thereof; & **MS-3:** 0.50% of the Contract Price, per week of delay or part thereof
Limit of Delay Damages for the whole of the Works	8.7	(Five) 05 per cent of the Accepted Contract Amount in each of the respective currency portion.
Variation Procedure	13.3 (c)	15% towards profit and overheads for both works and supply of goods.
Provisional Sum	13.5	No Provisional Sum is payable under this Contract.
Price Adjustment and Table of Adjustment Data	13.8	As detailed in Financial Submission, Section 6, Schedule 1 Schedule of Adjustment Data, "Table of Adjustment Data" means the completed table provided in Financial Submission, Section 6, Schedule 1.
Advance Payment	14.2	**Mobilization Advance** The Employer shall pay on written request by the Contractor interest free Mobilization Advance up to (Ten) **10** per cent of the Accepted Contract Price and is payable in the currencies and proportions in which the Contract Amount is payable. The Advance Payment. shall be released in two installments as under: (a) **(Five) 5 per cent:** On Submission of Performance Security and commencement of mobilization process; and (b) **(Five) 5 per cent:** On Submission of the Inception Report (duly approved by Engineer) and details of utilisation of initial Mobilization Advance of 5% duly certified by Statutory Auditor. The Advance Payment will be released on submission of unconditional Bank Guarantee for an amount equivalent to the component of the advance payment requested by the Contractor. Such Bank Guarantees can be split-up in to six guarantees to be released on repayment. Such Bank Guarantee shall remain effective until the advance payment has been repaid pursuant to provision of Sub-clause 14.2 of the General Conditions of Contract, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificate issued in accordance with this clause.

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Percentage of Retention	14.3 c	(Ten) 10 per cent
Limit of Retention Money	14.3 (c)	(Five) 5 per cent of the Contract Price,
Plant and Material Intended for the Works	14.5 (c) (i)	1. Rails 2. Sleepers
Delayed Payment	14.8	These financing charges shall be calculated 1. at an annual rate of LIBOR rate +2% for foreign currency, and 2. at a flat rate of 8% per annum for Indian currency, and shall be paid in such currencies.
Retention money	14.9	A retention amounting to 10 (ten) per cent of the value of the work done shall be deducted by the Engineer in the first and following Interim Payment Certificates, until the amount so retained reaches a limit of retention money of 5 (five) percent of the Contract Price. The Contractor may replace the Retention Money deducted from Interim Pay Certificates on quarterly basis with an unconditional bank guarantee from the Bank, of equivalent amount for the respective currency portions. The Bank Guarantees shall be valid for the period up to the end of the Defect Notification Period.
Currencies of Payment	14.15	The currency(ies) of the bid and the payment currency(ies) shall be as described below: - Foreign Currency: Japanese Yen (Yen) and any other tradable foreign currency(ies),not exceeding two - Local Currency: Indian Rupee (Rs)
Evidence of Insurance	18.1 (a), 18.2, 18.3, 18.5	Before Commencement Date of Works
Relevant Policies	18.1(b)	Within 84 days of Commencement Date of Works
Insurance of Works and Contractors Equipment	18.2	Full Replacement Cost
Maximum amount of deductibles for insurance of the Employer's risks	18.2(d)	INR 2,000,000 (INR 2 Million)
Minimum amount of third party Insurance	18.3	INR One Hundred million with deductible limit of INR 0.2 Million for any one occurrence.
Professional Indemnity Insurance	18.5	INR Two Hundred and Fifty (250) Million
Appointment of Dispute Adjudication Board	20.2	DAB shall comprise of Three Member and shall be appointed within 90 days of the signing of the Contract.
Failure to Agree Dispute Adjudication Board	20.3	Secretary General of the International Centre for Alternate Dispute Resolution (ICADR): Head Office-Plot No.6, Vasant Kunj Institutional Area Phase-II,New Delhi - 110 070 (India) E-mail : icadr@nic.in
Place of Arbitration	20.6 (a)	The place of arbitration shall be Dubai or Singapore or Delhi as decided mutually by both parties before signing of Contract Agreement

Table: Coordination Events and Key Milestones (ATB-8.2)

Coordination Event No. **	Description	Coordination Date* No. of Weeks (Days) from Commencement Date
CT-1	Validation of Survey Data	**14 W** (98 D)
CT-2	Validation of ROW	**18 W** (126 D)
CT-3	Submission Complete validation of data provided by the Employer	**23 W** (161 D)
CT-3A	Commence Construction	**26 W** (182 D)
CT-4	First submission of the approved, final and detailed Technical Design Drawings" showing all structural details for Permanent Works	**26 W** (182 D)
CT – 4A	Completion of Technical Design	**38 W** (266 D)
CT – 5	Completion of Bridges for entire Package	**170 W** (1190 D)
CT-5A	Access to the Bridges across river Mahi and Sabarmati including their approaches of 200m from abutments on either side (To be provided by the contractor for Package 3A) for track laying	**144 W (1008 D)**
CT – 6#	Completion of Track Skelton for entire Package (**MS 1**) for temporary use by the Employer or by other Employer's Contractors for construction and/or for running of material trains, tower wagons, rail cum road vehicle etc.	**180 W** (1260 D)
EM-1(1)	Commence installation of Power cable and mast foundation	**88 W** (616 D)
ST-1(1)	Commence installation of S&T Cables	**88 W** (616 D)
ST-1(3)	Complete execution of S&T works for the entire package	**185 W** (1295 D)
EM-2(1)	Complete Battery Room, IPS & data Logger Emergency Room and relay Room at Stations and commence installation of train operation control equipment.	**148 W** (1036 D)
EM-2 (2)	Complete execution of electric works for the entire package.	**185 W** (1295 D)
CT 7	Completion of Building Works entire package	**180 W** (1260 D)
ST-2(1)	Complete Optical Fiber Cable Equipment Room, battery Room, Power supply Equipment Room and Signaling Room in Station Office building and commence the train operation control equipment.	**168 W** (1176 D)
ST -2(2)	Complete installation of train control equipment	**190 W** (1330 D)
CT- 8	Completion of all Civil and Track Works for commencement of Integrated Testing and Commissioning (**MS 2**)	**196 W** (1372 D)
CT - 9	Completion of all works by Contractor and Taking over of Works by Employer (**MS 3**)	**208 W** (1456 D)

W-weeks
D-days

* Coordination Date" means the date specified in the Contract for the handing over/back of a working area to/from the Other Contractor for a smooth implementation of the overall construction work. The Coordination Date shall not cause a taking-over of any section or part of the Works.

** Coordination Event" means the event having interface with Other Contractors during the execution of the Works at Site.

#- As soon as the Track structure in skeleton form is complete in the stretch of 10/20/30 kms or length of track stretch as decided during interface co-ordination meetings, Civil Contractor shall permit the aforesaid track stretch to be used for temporary use by the Employer or by other Employer's Contractors for construction and / or for running of material trains, tower wagons, rail cum road vehicles etc.

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PART II : Part B - Particular Conditions (PC)

1.1 Definitions	
1.1.1 The Contract	**1.1.1.3 Add the following sub-paragraph to this Sub-Clause** "The Letter of Acceptance issued by the Employer intimating the Contractor accepting his bid shall remain provisional until the Performance Security is submitted [by the Contractor], Contract Agreement signed between the parties, and the same is concurred by JICA. In case of JICA does not concur the Contract Agreement between the parties, the Contact Agreement and the Letter of Acceptance shall be treated as null and void without any financial liability on either party."
Sub-Clause 1.1.1.11	**Insert additional Sub-Clause 1.1.1.11:** "Effectuation of the Contract" means the date of receipt of the notification of JICA concurrence of the Contract Agreement between the Employer and the Contractor by the Contractor."
1.1.2 Parties and Persons	Add the following subparagraphs to this Sub-Clause: "1.1.2.11 'Bank' means the financing institution named in the Appendix to Bid."
1.1.3 Dates, Tests, Periods, and Completion	**Insert additional Sub-Clause 1.1.3.10** "'Milestone' means the completion of a part of the Works, or the occurrence of an identified event."
	Insert additional Sub-Clause 1.1.3.11 "'Stage' means the part of the Works identified as such and more particularly described in the Price Schedules, Schedule-4 of section-6 Financial Submission."
1.1.4 Money and Payments	**Replace sub-paragraph 1.1.4.6 with the following:** "Foreign Currency means Japanese Yen and any other tradable Foreign Currencies not exceeding two, in which part (or all) of the Contract Price is payable, but not the Local Currency."
Sub-Clause 1.1.4.13	**Insert additional Sub-Clause 1.1.4.13** "Country of Origin" for the STEP (Special terms of Economic Participation) Component as approved by the Employer shall be 'Japan/Japanese Origin'"
1.1.6 Other Definitions	
1.1.6.9	**Delete the existing clause and modified as under:** "Variation" means any change to the scope of works, design criteria and specifications, and criteria for the testing and performance of the completed works specified in the Employer's Requirements."
1.2 Interpretations	**Insert the following sub-paragraphs after sub-paragraph (d):** (e) "the word 'tender' is synonymous with "bid", and 'tenderer' with 'bidder' and the words "tender documents" with "bidding documents". **(f)** "In these Contract conditions, provisions including the expression 'cost plus profit' require this profit to be one twentieth of this cost."

1.6 Contract Agreement	**Replace the whole with the following:** "The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance informing him that his bid has been provisionally accepted and submits the prerequisite Performance Security. After signing the Contact Agreement, the Employer shall submit it to JICA for concurrence. The signed Contract Agreement shall therefore be conditional and subject to the Employer receiving the concurrence of JICA. In the event that JICA refuse to give their concurrence, the signed Contract Agreement shall be cancelled. The issue of Letter of Acceptance shall be provisional and without any liability on the Employer unless the Contract is signed between the Employer and the Contractor and the same is concurred by JICA. The Contract Agreement shall be based upon the form in SECTION 7: CONTRACT FORMS OF VOLUME I. Two (2) originals of the Contract Agreement shall be made in English. The Contractor shall prepare and submit, at his cost, to the Employer one (1) original and three (3) copies of the Contract Agreement in English within fourteen (14) days of signing of the Contract Agreement in the form and manner approved by the Employer. The cost of Stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract agreement shall be borne by Employer."
1.7 Assignment	**Sub clause 1.7 (a) is deleted**
1.9 **Errors in Employer's Requirements**	**Delete Sub-clause 1.9 and replace with:** "If the Contractor suffers delay and/or incurs Cost as a result of an error in the Employer's Requirements with reference to purpose, scope, design, other technical criteria for the works and Installation, Testing, and Commissioning , and an experienced contractor exercising due care would not have discovered the error when scrutinizing the Employer's Requirements with respect to purpose, scope, design, other technical criteria for the works and Installation, Testing and Commissioning under Sub-Clause 5.1 [General Design Obligations], the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and (b) payment of any such Cost plus reasonable profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been so discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

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1.14 Joint and Several Liability	**Delete sub clause (b) and replace with** "In case of a joint venture or consortium or group of two or more persons performing the Contract, the lead partner and other partners shall be as identified during the Bid submission stage. The Lead Partner should be Japanese national with maximum financial stake. Each member of the joint venture or consortium or group of two or more persons shall furnish a power of attorney in favour of the lead partner to take all actions on behalf of the joint venture or consortium and bind the joint venture consortium. However, the nomination of such lead partner shall not in any way affect the joint and several liability of the joint venture or consortium members under (a) above."
New Sub- clause 1.15 Fraud & Corruption	"If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2. For the purposes of this Sub-Clause, (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party. (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[1]; (iii) "collusive practice" is an arrangement between two or more parties[2] designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party[3] or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a JICA / Employer investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation"

1 "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

2 "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

3 "Party" refers to a participant in the procurement process or contract execution.

2.1 Right of Access to the Site	**Delete Sub- clause (b) in para 3 and replace with:** "payment of any such cost plus reasonable profit subject to a maximum of Rs. 2000.00 (Two Thousand) per day for every km. For length less than a kilometre pro-rata amount shall be calculated. Provided further that if such delay in handing over does not affect the execution of formation works for laying of tracks, provisions under para 2.1(b) of this sub clause shall not apply."
3.1 Engineer's Duties and Authority	**Add the following at the end of this Sub-Clause:** "Notwithstanding anything contained hereinabove, the Engineer is required to obtain approval of the Employer before exercising specific authorities as listed below: i) giving consent to proposed Subcontractors pursuant to Sub-Clause 4.4 (b) for Earthwork, Bridges and Track laying Works and Building Works; ii) clearance of concept design & drawings and GADs submitted by the Contractor for alignment, Major bridges, Rail Fly Over and Works requiring sanction of Commissioner of Railway Safety; iii) instructing or approving Variations pursuant to Sub-Clauses 13.1, 13.2 and 13.3 except; (a) In an emergency affecting the safety of life or of the works or of adjoining property or track, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. In case the emergency mentioned above occurs on account of failure of Contractor, by way of not adhering to the sound industry practice or not taking adequate safety precautions, then no amounts shall be paid to the Contractor for attending to such emergencies. (b) If the variation is beyond a limit of 0.05% of contract price in a single instance and combined with all variation orders previously issued, increase the original Contract Price by more than 2 %. The Employer shall, on the best effort basis give its decision on Engineer's proposal of variation within 21 (twenty one days) of the receipt of the proposal."
4.2 Performance Security	Replace the words "annexed to the particular conditions" in the second paragraph with the following "In SECTION 7: CONTRACT FORMS OF VOLUME I" **Add the following at the end of Para 4(d) –** "in which event the Employer shall forfeit the amount of the Performance Security as indicated in Sub-clause 15.4." **Delete paragraph 5 of Sub-clause 4.2 "The Employer … claim." and substitute by the following:** "In case the Employer makes a claim on the Performance Security, which it was not entitled to make, the Employer shall forthwith refund such amount of claim to the Contractor."

4.4 Subcontractors	**Delete first line and substitute by the following:** "The contractor shall not subcontract more than 50% of the total Works. In addition to the above, the work pertaining to supply of rails, sleepers and track fittings shall also be allowed to be sub-contracted."
4.7 Setting Out	**Delete paragraph 2, 3 & 4 of Sub-clause 4.7 and substitute by the following:** "Accuracy of these specified items of reference shall be deemed to have been verified by the Contractor. Accordingly, the Contractor shall have no right to claim towards time or cost caused due to errors in these specified items of reference."
4.10 Site Data	**Paragraph 1 of Sub-Clause 4.10.** Add at the end of the paragraph: "Accordingly, the Contractor shall have no claim in this regard." **Paragraph 2 of Sub-Clause 4.10.** **Delete** the words – "To the extent which was practicable (taking account of cost and time)". **Start** the word "the" with a capital letter. **Delete** "To the same extent" from the fourth line and **Start** the word "the" with a capital letter.
4.12 Unforeseeable Physical Conditions	**Delete Sub-clause 4.12 and replace with:** "In this Sub clause, Unforeseeable physical conditions means unforeseeable natural physical conditions which the Contractor encounters at Site during the execution of the Works such as existence of quicksand phenomenon, rock vice soil, peaks and valleys in rock profile, voids and material prone to settlements and unforeseeable man made physical conditions such as unchartered utilities, piling artifacts, embedment in reclamation area, flooding the project area by way of canal cutting, industrial disaster resulting in sudden release of poisonous gases/chemicals. If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable. This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. **(a)** After receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (b) below related to this extent. **(b)** The Contract Price and time shall be adjusted/extended by taking in to account only remedial measures/actions as may be deemed necessary to meet the Unforeseeable physical conditions both natural and man-made, cited above.

	However, before additional Cost is finally agreed or determined under sub-paragraph (b), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price."
4.25 **Change of Control**	**Insert the following additional Sub-clause** "Any change in Control of the Contractor, or in case if the Contractor is a consortium of members, any change of Control of any of the members of the consortium, shall require prior approval of the Employer. Such approval shall not be unreasonably withheld, unless, such change in Control, if had taken prior to the date of submission of the bid, would have rendered the Contractor or any such member in case the Contractor is a consortium, ineligible to bid for the Project in terms of the Instructions to Bidders or in the opinion of the Employer such change in Control shall jeopardize national security or interest. For the purposes of this clause "Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and affairs of such person, whether through the legal and / or beneficial ownership of more than 50% (fifty percent) of the voting securities of such person, by agreement or otherwise or the power to elect majority of directors, partners or other individuals exercising similar authority with respect to such person."
5.1 **General Design Obligations**	**Delete Sub-Clause 5.1 and substitute the following:** "The Contractor shall carry out, and be responsible for, the design of the Works. Design shall be prepared by qualified designers who are engineers or other professionals who comply with the criteria (if any) stated in the Employer's Requirements with reference to purpose, scope, design and/or other technical criteria for the works **and Installation, Testing and Commissioning**. Unless otherwise stated in the Contract, the Contractor shall submit to the Engineer for consent the name and particulars of each proposed designer and design Subcontractor. The Contractor warrants that he, his designers and design Subcontractors have the experience and capability necessary for the design. The Contractor undertakes that the designers shall be available to attend discussions with the Engineer at all reasonable times, until the expiry date of the relevant Defects Notification Period. Upon receiving notice under Sub-Clause 8.1 [Commencement of Works], the Contractor shall scrutinize the Employer's Requirements reference to purpose, scope, design and /or other technical criteria for the works (including design criteria and calculations, if any) and Installation, Testing and Commissioning within the period stated in the Appendix to Tender, calculated from the Commencement Date, the Contractor shall give notice to the Engineer of any error, fault or other defect found in the Employer's Requirements with reference to purpose, scope, design and /or other technical criteria for the works.

	After receiving this notice, the Engineer shall determine whether Clause 13 *[Variations and Adjustments]* shall be applied, and shall give notice to the Contractor accordingly. If and to the extent that (taking account of cost and time) an experienced contractor exercising due care would have discovered the error, fault or other defect when examining the Site and the Employer's Requirements with reference to purpose, scope, design and/or other technical criteria for the works before submitting the Tender, the Time for Completion shall not be extended and the Contract Price shall not be adjusted."
6.12 Foreign Personnel	**New Sub-Clause** "The Contractor acknowledges, agrees and undertakes that employment of foreign personnel by the Contractor and/or its Subcontractors may be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, required if any, and the obligation to apply for and obtain the same shall always be of the Contractor. Notwithstanding anything to the contrary contained in the Contract, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Subcontractors shall not constitute Force Majeure event, and shall not in any manner excuse the Contractor from the performance and discharge of its obligations and liabilities under the Contract. The Employer, on a best effort basis, will provide reasonable assistance in obtaining such visas and permits, but without thereby incurring any liability whatsoever towards the Contractor."
7.4 Testing	**Add the following at the end of this Sub-Clause:** "The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer."
8.1 Commencement of Works	**Replace the Sub-clause with the following** "The Engineer shall give the Contractor not less than 7 days' notice of the Commencement Date. "The Commencement Date shall be whichever is the later of the following dates,: a) Within 42 days after the Contractor receives the Letter of Acceptance; or b) Within 14 days after the "Effectuation of Contract in terms of Sub-Clause 1.1.1.11. The Contractor shall commence the design and execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay."
8.2 Time for Completion	**Delete this Sub-Clause and substitute by the following:** "As stated in ATB, The Permanent Works of entire geographical jurisdiction shall be completed in three stages as under:-

	1: Completion of Track Skelton for entire Package: 180 weeks (1260 days) for temporary use by the Employer or by other Employer's Contractors for construction and/or for running of material trains, tower wagons, rail cum road vehicle etc. **[Milestone 1]** 2: Completion of all Civil and Track Works for commencement of Integrated Testing and Commissioning:196 Weeks (1372 days) **[Milestone 2]** 3: Completion of all works by Contractor and Taking over by Employer: 208 weeks (1456 days) **[Milestone 3]**"
8.3 Programme	**Delete Para 3 of Sub- Clause 8.3** "The Contractor shall …… *[Variation Procedure]."*
8.4 Extension of Time for Completion	**Delete Sub-Clauses (c)** **Delete Sub-Clauses (d) substitute as under:-** "Unforeseeable shortages in the availability of Goods caused due to changes in laws in accordance with the provisions of Sub-Clause 13.7" **Add Sub-Clause (f) – "**A cause of delay in handing over possession of Site in accordance with the provisions of Sub-clause 2.1"
8.7 Delay Damages	**Delete Sub-Clause 8.7 and substitute by the following:** "The Contractor shall complete the Works in accordance with the programme set forth in Sub-Clause 8.2 [Time for Completion]. In the event that the Contractor fails to achieve any Milestone on the date set forth for such Milestone in the Time for Completion, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Employer, it shall pay Delay Damages to the Employer in a sum calculated at the rate stated in the Appendix to Tender until such Milestone is achieved; provided that if the construction period for any or all Milestones is extended in accordance with the provisions of this Contract, the dates set forth in the Sub-Clause 8.2 [Time for Completion] shall be deemed to be modified accordingly and the provisions of this Contract shall apply as if Appendix to Tender has been amended as above; Provided further that Delay Damages paid under this sub clause would be refunded by the Employer. If, (i) Delay damages paid as a result of delay in achieving of MS-1 (Completion of Track Skelton work for the entire Package) in case of being offset by achievement of MS-2 (Integrated testing and commissioning) in time as stipulated in ATB & PC 8.2 (ii) Delay damages paid as a result of delay in achieving of MS-1 (Completion of Track Skelton work for the entire Package) and MS-2 (Integrated testing and commissioning) in case of being offset by achievement of MS-3 (Completion of all works and Taking Over of the Works) in time as stipulated in ATB & PC 8.2 Provided further, in case, the Contractor has completed his work but the Integrated Testing & Commissioning is held up due to the delay by Interfacing Contractors, the Contractor shall be compensated @ 0.1% of the Contract Price per week of delay or part thereof for the

	period by which the achievement of MS-2 was delayed on account of default of the interfacing Contractor or by which MS-3 is delayed; whichever is less. Provided further, in case, Contractor achieves Milstone-3 (MS-3; Completion of all works and Taking Over of the Works) with in a period less than as stipulated in ATB and PC 8.2, an incentive equivalent to 0.25% of the contract price per week would be payable to the Contractor. It is agreed that recovery of Damages under this Sub-Clause shall be without prejudice to the rights of the Employer under this Contract including the right of Termination thereof. The Parties hereby accept that delays cause loss to the public and the national economy for whose benefit the Works is meant, and that the loss is not susceptible to precise measurement. The Parties hereby agree that the rate of Delay Damages agreed in this Clause 8.7 is a reasonable pre-determined amount, and that the Delay Damages are not by way of penalty. The Employer shall notify the Contractor of its decision to impose Delay Damages in pursuance with the provisions of this Sub-Clause. Provided that no deduction on account of Delay Damages shall be effected by the Employer without notifying the Contractor its decision to impose the Damages. Further, the total amount of Delay Damages under Sub-Clause 8.7 shall not exceed the maximum amount of delay damages (if any) stated in the Appendix to. Bid."
8.8 Suspension of Work	**Delete Sub-Clause 8.8,** **Substitute deletion by the following:** "In the event of the failure of the Contractor to duly and effectively perform any of its obligations or to perform proper execution of the Works in accordance with the provisions of this Contract, the Engineer may by notice require the Contractor to suspend forthwith the performance of any obligations under the Contract or the whole or any part of the Works. The Contractor shall, pursuant to the notice under this Sub-Clause, suspend the Works or any part thereof for such time and in such manner as may be specified by the Engineer and thereupon carry out remedial measures to rectify the defects and secure the safety of the suspended works. The Contractor may by notice require the Engineer to inspect such remedial measures forthwith, with a request that the suspension hereunder may be revoked. The Engineer shall either revoke such suspension or instruct the Contractor to carry out such other and further remedial measures as may be necessary and the procedure set forth in this Sub-Clause shall be repeated until the suspension hereunder is revoked. All reasonable costs incurred for maintaining and protecting the Works and remedying the defects during the period of suspension shall be borne by the Contractor. If, during the period of Suspension, Contractor fails to carry out remedial measures to rectify the defects notified by the Engineer, the Employer may at its own discretion, on behalf of the Contractor, undertake to fulfill any of the Contractor's obligations for remedying and rectifying the cause of Suspension. Provided that any cost

	incurred by the Employer in fulfilling the obligations of the Contractor for the remedying or rectifying the cause of Suspension shall be borne by the Contractor. The Employer shall have the right to deduct any such expense incurred and another twenty percent thereof as Damages from any payment due or to be due to the Contractor under the provisions of this Contract. If and to the extent the cause for the suspension is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10, and 8.11 shall not apply. The Contractor shall not be entitled to extra cost (if any), incurred by him, during the period of suspension of Work, if such suspension is: **(a)** provided for in the Contract; or **(b)** necessary for proper execution of Woks or by reasons of weather condition or by some default on the part of the Contractor; or **(c)** necessary for the safety of Works or any part thereof; or **(d)** necessary for the safety of adjoining public or other property or safety of the public or workmen or those who have to be at the site; or **(e)** to ensure safety and to avoid disruption of traffic and utilities, as also to permit fast repairs and restoration of any damaged utilities.”
10.2 Taking Over of Parts of the Works	**Delete the Sub-clause**
13.2 Value Engineering	**Supplement of this Sub-Clause with the following:**: “The value engineering proposal shall not impair the essential character, functions or characteristics of the Work, including service life, economy of operation, ease of maintenance, desired appearance, or design, safety standards would not result in any reduction to the standard, or quality of the Works, or the performance of the Contractor and his obligations under the Contract.” If the proposal of variation as a result of Value Engineering is approved, the reasonable share to be given to the Contractor shall be 30% of the net saving resulted due to Value Engineering.”

13.3 Variation Procedure	**Add the following below the last paragraph:** "For varied works of items due to variation as per Sub-Clause 1.1.6.9 determination of adjustment to the Contract Price shall be based on the following: a. Inputs of man-days, machine hours and quantities of materials; (i) Prevailing market rates for Materials, hiring of equipment; (ii) Rates being paid by the Contractor for unskilled, semi-skilled and skilled worker as per the records maintained by the Contractor in accordance with the Laws; b. Contractor's overheads and profit at the rate of 15 (fifteen) per cent of the cost arrived at on the basis of (a) above and; c. Applicable taxes. No price adjustment shall apply The approval for Variation shall state the period of extension of time, if any, allowed for the Variation. If no extension of time is allowed, the same shall be stated."
13.7 Adjustments for Changes in Legislation	**Delete first paragraph of the Sub-Clause and Substitute deletion by the following**: "The Contract Price shall be adjusted to take account of any increase or decrease in Cost after the Base Date resulting from: a. a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws); or b. in the judicial or official governmental interpretation of such Laws, or c. the commencement of any Indian law which has not entered into effect until the Base Date; or d. any change in the rates of any of the Taxes or royalties on Materials that have a direct effect on the Project which affect the Contractor in the performance of obligations under the Contract." **Insert the following at the end of the Sub-Clause:** "If as a result of change in law, interpretation, or rates of taxes or royalties, the Contractor benefits from any reduction in costs for the execution of this Contract, save and except as expressly provided for in this Sub-Clause or in accordance with the provisions of this Contract, the Contractor shall, within [28] days from the date he becomes reasonably aware of such reduction in cost, notify the Employer with a copy to the Engineer of such reduction in cost."
13.8 Adjustments for Changes in Cost	**Delete Paragraph 3 of this Sub-Clause and Substitute deletion by the following:** "The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule

and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost at current prices.

The formula for adjustment for changes in cost shall be as follows:

$$Pn = a + b(Ln/L_0) + c(Cn/C_0) + d(Sn/S_0) + e(Fn/F_0) + f(Mn/M_0) + g(Rn/R_0)$$

where:

'Pn' is the adjustment multiplier to be applied to the contract amount paid against cost center / stage as per Price Schedule in the relevant currency for the completed stage of work;

'a' is a fixed coefficient, stated in the table of adjustment data as given in Section 6, Financial Submission, Schedule 1, representing the non-adjustable portion for various cost center as per price schedule;

'b' is a fixed coefficient, stated in the table of adjustment data as given in Section 6, Financial Submission, Schedule 1, representing the adjustable portion for labour component for various cost center as per price schedule;

'c' is a fixed coefficient, stated in the table of adjustment data as given in Section 6, Financial Submission, Schedule 1, representing the adjustable portion for cement component for various cost center as per price schedule;

'd' is a fixed coefficient, stated in the table of adjustment data as given in Section 6, Financial Submission, Schedule 1, representing the adjustable portion for steel component for various cost center as per price schedule;

'e' is a fixed coefficient, stated in the table of adjustment data as given in Section 6, Financial Submission, Schedule 1, representing the adjustable portion for fuel & lubricant component for various cost center as per price schedule;

'f' is a fixed coefficient, stated in the table of adjustment data as given in Section 6, Financial Submission, Schedule 1, representing the adjustable portion for Machinery & Machine tools for various cost center as per price schedule;

'g' is a fixed coefficient, stated in the table of adjustment data as given in Section 6, Financial Submission, Schedule 1, representing the adjustable portion for Rails for relevant cost center as per price schedule;

Values of a, b, c, d, e, f and g for various cost centers are detailed in the in Section 6, Financial Submission, Schedule 1

'Ln', 'Cn', 'Sn, 'Fn', 'Mn' and 'Rn' are the current cost indices or reference prices for period 'n', expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days for Local Currency component and Foreign Currency component prior to the last day of the period, (to which the particular Payment Certificate relates).

	'Lo', 'Co', 'So', 'Fo', 'Mo' and 'Ro' are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date, as detailed in the Section 6, Financial Submission, Schedule 1."
14.1 The Contract Price	**Add the following after the last paragraph -** "The Contract Price includes all duties, taxes, royalties, premiums for various insurances, licenses and fees that may be levied in accordance with the laws and regulations in force as on the Base Date on the Plant, Materials and supplies acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of the Contract. If under the Foreign Trade Policy of Government of India, supply of Goods to WDFC Project funded through JICA ODA Loan qualifies as "Deemed Exports" during execution of the Project, then Contractor shall be obliged to furnish all necessary documentation notified by Govt. of India as per procedure laid down under the Foreign Trade Policy, to the Employer, in order to enable the Employer to claim the duty draw back. Such Documentation would be required to be submitted along with each application of IPC, in case, Deemed Export benefit become available on JICA ODA Loan funded Projects."
14.2 Advance Payment	**Add the following to last word "payment" in the first sentence of the third paragraph:** ", (iii) receipt of concurrence from JICA of the signed Contract Agreement and (iv) on receipt of Letter of Commitment (L/Com) (issued by JICA) by the Employer from designated Japanese Foreign Exchange Bank in Tokyo (Foreign Currency Portion only)" **Replace the words "annexed to the Particular Conditions" in the third paragraph with the following**: "in SECTION 7: CONTRACT FORMS OF VOLUME I" **Replace** "one quarter (25%) of the amount of each Payment Certificate" appearing in the second line of sub para (b) with "(15%) of the amount of each Payment Certificate"
14.3 Application for Interim Payment Certificates	**Delete first paragraph of this Sub-Clause and substitute by the following:** "The Contractor shall prepare his monthly bill and submit the same by 7th of every month, in the format agreed with the Engineer, in six copies (hard) and a soft copy. This shall be accompanied by supplementary details in two hard copies and a soft copy. All hard copies shall bear the original signatures of the Contractor and submitted to the Engineer. If these are found in order then Engineer shall forward the same with copy of supplementary details to the Employer, with Interim Payment Certificate, as per clause 14.6, for payment by the Employer, otherwise return back all documents to the Contractor for rectification and resubmission.

	Responsibility of preferring the bill and entering the details shall vest with the Contractor. It is his responsibility to ensure that under no circumstances the payment claimed is more than the amount equivalent of Work done for that stage. If it is discovered otherwise during the check by the Engineer or the Employer then a warning will be issued in the first instance and in the second instance amount equivalent to 10% of excess claimed shall be forfeited besides denying the extra claim. While submitting the bills all supplementary details like, sketches, drawings, approvals, calculations etc. shall accompany the bill so that payment can be substantiated by the Engineer as well as the Employer. Even if no stage of work is completed during the month or Contractor does not choose to prefer a bill a 'NIL' bill shall be submitted by him." **In the third line of sub-para (a) of 2nd paragraph, delete the word "(g)" and substitute by "(h)"** **Add the following paragraph at the end** "(h) any amount to be deducted for taxes in accordance with the applicable laws."
Sub-Clause 14.4 Schedule of Payments	**Delete this Sub-Clause and substitute by the following:** "The Employer shall make interim payments to the Contractor as certified by the Engineer under Sub-Clause 14.6 on the basis of the payment stages defined in the respective Price Schedules for the Works executed as determined in accordance with the following procedure: (a) The Price Schedules 4.1 to 4.9 lay down the frame work for estimating the value of stages of work completed. The Price Schedules specify the Contract Price for the Works offered by the Contractor and accepted by the Employer, along with the estimated value of work of different cost centres. The description of items of work in the Schedules does not limit in any way the Contractor's obligations under the Contract to provide all the Works described in the Employer's Requirements. (b) The entire Works have been divided into Nine (9) cost centres along with their respective weightage percentages of the Contract Price in Schedule 4 of Section-6. Each of the cost centres has been broken into items of works with percentage weightage of the Contract Price to items of the works/stages as indicated in Schedules 4.1 to 4.9. (c) The Bidder shall compute, and supply to the Engineer, the total quantities (in units as described in the Price Schedule-4 of Section -6 Financial Submissions) of various items of works and components on the basis of detailed design reviewed/approved by the Engineer. (d) The Contractor shall base its claim for interim payment for each stage for various items of the work on completion till the end of the month for which the payment is claimed, supported with documents and an up-dated programme in accordance with the Employer's Requirements.

	(e) The weightage/percentage assigned to cost centre will apply only to the Contract Price stated in the Contract Agreement. It shall not apply to any additions or subtractions to the Contract Price arising from the issue of any Variation Orders. Each Variation Order shall specify the manner of interim payments and completion of stages for it. (f) For items of unchartered utilities, extra payment over and above the Contract Price shall be made in accordance with variation proposals made on case to case basis as per the provisions of Contract. Contractor shall make a detailed report/ proposal for removal/ relocation of unchartered utilities as per the procedure outlined in "Employer's Requirement, Vol. II of the Bid Documents."
14.7 Payment	**Replace the whole Sub-clause with the following:** "All payments under the Contract shall be made in accordance with the JICA Guidelines for Procurement under Japanese ODA Loans Payment to the Contractor of the foreign portions using the proceeds of the Loan shall be made by the Commitment Procedure (as set forth in the Loan Agreement between the Government of India and JICA. The local currency portion will be paid in the designated local currency to the designated bank of the Contractor under the transfer and or reimbursement procedure. Payment to the Contractor in local currency which is not to be covered by the JICA ODA Loan shall be made directly into a bank account nominated by the Contractor. Neither the Employer nor JICA will be liable for any currency conversion loss incurred by the Contractor as a result of the payment procedures Charges associated with the transfer of funds from JICA to the Contractor's account including opening and amendment commissions of the Letter of Credit shall be borne by the Employer. The amount due to the Contractor towards mobilization advance or under any Interim Payment Certificate issued by the Engineer pursuant to this Sub-Clause, or to any to other term of the Contract, shall, subject to Sub-Clause 8.7 [Delay Damages], be paid by the Employer to the Contractor within 56 calendar days (both foreign currency portion and local currency portion) after the Engineer receives the Statement and supporting document or in the case of the Final Payment Certificate pursuant to Sub-Clause 14.13 [Issue of Final Payment Certificate], within 84 calendar days (both foreign currency portion and local currency portion) after the agreed Final Statement and written discharge have been submitted to the Engineer for certification. Provided always that the time of payment shall mean the time when all necessary documents for payment are issued by the Employer to the Contractor or JICA. The payment shall be made to the JV/Consortium. However, in case of Consortium, the direct payment to individual members of Consortium can be made; on joint certification by the Authorized Representative of the Consortium and concerned respective Authorized Representatives of individual constituent members.

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	after making requisite recoveries / deduction from the Gross payment. In this case, a notarized MOU jointly signed by Authorized Representatives of all the constituent members of the Consortium to this effect need to be submitted to the Employer on commencement of the Work." Flow Chart for payment under Commitment Procedure and under Transfer Procedure shall be as attached at the end of this section.
14.8 Delayed Payment	**Delete the following in first paragraph:** ", irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued" **Replace the second Paragraph with the following:** "These financing charges shall computed be as stated in the Appendix to Bid"
14.16 Import of 60 Kg/m HH Rails	"It is the condition of the contract that the Contractor shall import 60 kg/m Head hardened Rails for use in main line and points and crossings from Japan." Import customs duties and taxes as shall be due for import of HH Rails shall be payable by the Contractor."
15.2 Termination by the Employer	Delete the words "the whole of" in Sub-Clause (d) and Substitute the deletion by the following words " more than the percentage specified in Sub clause 4.4"
15.3 Valuation at Date of Termination	**Delete the last line of this Sub-clause "work executed .... Contract" and substitute by the following:** "Work completed up to any defined stage of payment in accordance with the Contract. Extent of damages to the Employer due to termination under sub-clause 15.2 has been fixed as (1) Forfeiture of Performance Security (2) Forfeiture of Retention money (3) five percent (5%) of the cost of the balance work at the date of termination. The Parties hereby agree that the rate of these damages agreed in this is a reasonable pre-determined amount, and that these damages are not by way of penalty"
15.4 Payment after Termination	**Delete the Sub-Clause 15.4 and substitute the following:** "After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may: (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims], (b) with-hold further payments to the Contractor until the actions in accordance with sub-paragraphs (c), and (d) are completed. (c) encash and forfeit the whole of the amounts of Performance Security and Retention Money and take possession of Plant and Materials delivered to Site, for which payment has been made by the Employer. (d) encash and appropriate the bank guarantee for the Advance Payment to recover the outstanding amount, if any, of the Advance Payment

	(e) pay to the Contractor any sums due under Sub-clause 15.3 [Valuation at Termination], after the full amounts of the Performance Security and Retention Money and five percent(5%) of the cost of the balance work (as per clause 15.3) and any other amount due from the Contractor have been received by the Employer. Any outstanding amounts against the Contractor shall immediately become due and payable by the Contractor to the Employer."
16.2 Termination by Contractor	**Delete Sub-clause 16.2 (d) and replace with the following:** "(d) The Employer substantially fails to perform his obligation under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and /or the ability of the Contractor to perform the Contract." **Delete the following words from Sub-clause 16.2 (e)** "of Sub-clause 1.7[Assignment]"
17.3 Employer's Risk	Delete Sub Clause 17.3 (h)
17.6 Limitation of Liability	Limitation of the liability shall be 100% cost of the Work Segment(s) as applicable. The Work Segment(s) shall be as defined by the Contractor in accordance with the requirements specified in Appendix 14 to the Employer's Requirements (Volume II)
18.1 General Requirements for Insurances	**Sub-paragraph 7 (b): Modify as following** "copies of the policies for the insurances described in Sub- Clause 18.2 [Insurance for Works and Contractor's Equipment], Sub- Clause 18.2 (d) covering insurance for Employer's Risk listed in sub-paragraphs (c) and (g) of Sub-Clause 17.3 [Employer's Risk], Sub – Clause 18.3 [Insurance against Injury to Person and Damage to Property] and Sub- Clause 18.5 [Professional Indemnity Insurance], "
18.2 Insurance for works and Contractor's Equipment	**Sub-paragraph 4 (d) Delete** the words "(c), (g) and (h)", and substitute by the words "(c) and (g)".
18.3 Insurance against Injury to Persons and Damage to Property	**Add the following at the end of this Sub-Clause:** "The insurance policy shall include a cross liability clause such that the insurance shall apply to the Employer, the Contractor and Subcontractors (wherever applicable) as separately insured. The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any Sub- Contractor (wherever applicable), other than death or injury resulting from any act or default of the Employer, his agents or employees. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto."

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18.5 Professional Indemnity Insurance	**Add the following Sub-Clause 18.5:** "The Contractor shall provide evidence of professional indemnity insurance carried by its Designer for the Works. The Professional Indemnity Insurance shall cover the risk of professional negligence in the design of the Works. This insurance shall be for a limit of not less than that set down in the Appendix to Bid and shall be maintained in full force and effect from the date of commencement of the Works until three (3) years after the date of completion of the Defects Notification Period. The Engineer will not issue any payment certificate until the Contractor has provided evidence of this insurance and its period of effectiveness."
19.1 Definition of Force Majeure	**<u>Replace (v) of the 2nd para</u>** "(v) Natural Catastrophe which may include earthquake, volcanic activity, floods, & storms of high intensity such as typhoons and hurricane."
20.2 Appointment of the Dispute Adjudication Board	**Delete the sub Clause and substitute with the following**: "Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision]. The Parties shall jointly appoint a DAB within 90 days of signing of the Contract Agreement. The DAB shall comprise of three members. One member each shall be appointed by the respective parties within 30 days of signing of the Contract Agreement and the two members so nominated shall select the chairperson within 60 days of the signing of the Contract Agreement. The DAB shall meet only when a dispute is referred to it. The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them. The terms of the remuneration of each of the three members shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration. If at any time the Parties so agree, they may appoint a suitably qualified person or persons to replace any one or more members of the DAB. Unless the Parties agree otherwise, the appointment will come into effect if a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment. The replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause. The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire upon expiry of this agreement but only after the DAB has given its decision on the dispute referred to it under Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision]."

20.3 Failure to Agree on Dispute Adjudication Board	**Delete the Sub Clause and substitute with the following:** "If any of the following conditions apply, namely: (a) Either Party fails to nominate a member of the DAB by the date stated in the second paragraph of Sub Clause 20.2 (Appointment of the Dispute Adjudication Board), (b) the two members appointed by the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, then the appointing entity or official named in the Appendix to Tender shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official."
20.6 Arbitration	**Delete and substitute the following new sub-clauses –** "Any dispute not settled amicably and in respect of which the DAB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both parties, arbitration shall be conducted as follows: (a) For contract with foreign contractors (i) International arbitration in accordance with the rules of arbitration of the International Chamber of Commerce. (ii) The seat of arbitration shall be Singapore or Dubai or Delhi as decided mutually by both parties during the Contract Negotiations (iii) The number of Arbitrators shall be three (3) and language of communication will be English. (b) For contract with domestic contractors (For the purpose of this sub-clause, the term "Domestic Contractor" means a Contractor who is registered in India and is juridic person created under Indian Law as well as a joint venture/ Association/Consortium between an Indian partner and a foreign partner where Indian partner is authorized representative of the (JV)/ Association/Consortium or Lead Member). (i) In accordance with rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi or such other rule as may be mutually agreed by the parties and shall be subject to the provision Indian Arbitration and Conciliation Act, 1996 (ii) The seat of arbitration shall be New Delhi. (iii) The number of Arbitrators shall be three (3) and language of communication will be English. The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the

	Engineer, and any decision of the DAB, relevant to the dispute. Nothing shall disqualify the Engineer from being called as a witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute. Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DAB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DAB shall be admissible in evidence in the arbitration. Arbitration may be commended prior to or after completion of the works. The obligations of the Parties the Engineer and the DAB shall not be altered by reason of any arbitration being conducted during the progress of the Works.”

Flow Chart: For Payment under Commitment Procedure

Flow Chart : For Payment under Transfer Procedure

SECTION 6: FINANCIAL SUBMISSIONS

Letter of Price Bid

Schedules of Bid Prices

Schedule 1 **Schedule of Adjustment Data**

Schedule 2 **Price Schedule**

Schedule 3: **Price Schedules – Currency wise Breakup of Lump Sum Bid Price against various Cost Centres for Payment Purpose**

Schedule 4: **Executive Summary - PRICE SCHEDULE Breakup of Contract Price for Payment**

Schedule 4.1 **Contract Price Weightage for Interim Payments for Validation of Survey Data, Investigation, Designs, Technical Design, Setting Out and As Built Drawings**

Schedule 4.2 **Contract Price Weightage for Interim Payments for Construction of Major Structures**

Schedule 4.3 **Contract Price Weightage for Interim Payments for Construction of Minor Structures**

Schedule 4.4 **Contract Price Weightage for Interim Payments for Earthwork**

Schedule 4.5 **Contract Price Weightage for Interim Payments for Junction and Crossing Stations**

Schedule 4.6 **Contract Price Weightage for Miscellaneous Civil Works**

Schedule 4.7 **Contract Price Weightage for Interim Payments for Construction of Buildings Works at Junction and Crossing Stations**

Schedule 4.8 **Contract Price Weightage for Interim Payments for Track Work**

Schedule 4.9 **Contract Price Weightage for Payment for Integrated Testing and Commissioning**

Schedule 5: **Spares required to be supplied as a part of the Contract**

Schedule 6: **Anticipated Cash Flow for the Works**

Schedule 7: **List of Foreign Cost Components**

Letter of Price Bid

Date: _____
Loan No.: *ID P209*
Invitation for Bid No.: *[insert No of IFB]*

To: Dedicated Freight Corridor Corporation of India Ltd.
5th Floor, Pragati Maidan Metro Station Building Complex
New Delhi – 110 001

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including all Addenda issued in accordance with Instructions to Bidders (ITB) 8;

(b) We offer to execute in conformity with the Bidding Document and Technical Bid submitted for the following Works: _____;

(c) The total price of our bid, excluding any discounts offered in item (d) below is:

Name of payment currency	**A Amount of currency**		**B Rate of exchange (Foreign currency per unit of Japanese Yen)**	**C Foreign currency equivalent C = A x B**
	(In figures)	(In words)		
Local Currency (INR) #				
Foreign currency Japanese Yen			**1.00**	
Foreign currency -2 #				
Foreign currency -3 #				
Equivalent BID PRICE [BP] (In Japanese Yen)-Y				
Equivalent Bid Price [BP] in INR-X#				

The exchange rate for conversion shall be RBI Reference Rate corresponding to Base Date, as specified in ITB 34.1 (BDS)

(d) The discounts offered and the methodology for their application are: _____;

(e) Our bid shall be valid for a period of ***180* days** from the last date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted:
   (i) we commit to submit a performance security in accordance with the Bidding Document
   (ii) We undertake to receive the payments against the completion of works under various Cost Centers in respective portions as filled by the Bidder in the Schedule 3: Price Schedule – Currency wise Breakup of Lump Sum Bid Price Against Various Cost Centre for Payment Purpose of Local (INR) and Foreign Currencies.

(g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and

(h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

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Bidder's Authorized Signatory:

Signature:_____

Name:_____

Position:_____

Date:_____

Company: _____

Company Stamp

Schedule 1: Schedule of Adjustment Data

[In Table B below, the Bidder shall (a) indicate its proposed source and base values of indices for foreign currency elements of cost, and (b) derive its proposed weightings for foreign currency payment. In the case of very large and/or complex works contracts, it may be necessary to specify several families in price adjustment formula corresponding to the different works involved.] Table A provides the coefficients to be used for local currency

Table A. Local Currency

GC Sub-Clause 13.8: The coefficients representing the estimated proportion of each cost element related to execution of works are provided in the table below:

Cost Centre	Earthwork (4.4)	Structures (Minor) (4.3)	Structures Major (4.2)	J & C Stations, Buildings 4.5 & 4.7	Track Works (4.8) Others than HH Rails	Miscellaneous Civil Works (4.6)
Fix Component (a)	0.15	0.15	0.15	0.15	0.15	0.15
Labour (b)	0.5	0.30	0.30	0.30	0.22	0.30
Cement & Lime (c)	--	0.15	0.15	0.15	0.15	0.15
Steel Long (d) and (g) as applicable	--	0.25	0.25	0.25	0.25	0.25
Fuel & Power (e)	0.20	0.15	0.15	0.15	0.05	0.15
Machinery & Machine Tools (f)	0.15	--	--	--	0.18	--

Note: The indices during the project implementation shall be taken from those published by Reserve Bank of India.

Bidder's Authorized Signatory:

Signature:_____

Name:_____

Position:_____

Date:_____

Company: _____

Company Stamp

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Table B. Foreign Currency

State type: Japanese Yen / Other tradable foreign currencies (not exceeding two)

Index code	Index description	Source of index (*1)	Base value and date	Bidder's related source currency in type/amount [1]	Bidder's proposed weighting
	A. Non-adjustable B:(to specify) C: (to specify) D: (to specify) E: (to specify) (continue, if any)	—	—	—	A: 0.20 B: _____ C: _____ D: _____ E: _____
				Total	**1.00**

Note: The coefficients 'A', 'B', 'C', 'D', 'E' specified in 2nd column of Table B above are for Foreign Currency component corresponding to the similar coefficients 'a', 'b', 'c', 'd', 'e', 'f', 'g' applicable for Local Currency as specified in Table A

Foreign Currency (Japanese Yen)

Note: *1; Indices shall be selected from the "Corporate Goods Price Index, Export Price Index (Yen Basis)" published by the Bank of Japan for the Materials, Plant and Contractor's Equipment, and from "Labour Statistics" published by the Ministry of Health, Labour and Welfare in Japan (refer to HP address: http://www.mhlw.go.jp/english/database/index.html) for employees.

Other Tradable Foreign Currencies

Bidder shall provide the Indices with relevant source.

[1] Bidder's related source currency in type and amount shall be indicated, if price adjustment payments are made in a currency other than the currency of the source of the indexed input.

Bidder's Authorized Signatory:

Signature:_____

Name:_____

Position:_____

Date:_____

Company: _____

Company Stamp

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Schedule 2 - Price Schedule

Terms and Procedures of Payments
(Clause-14 of GC)

1.0 General

1.1 The Price Schedules shall be read in conjunction with the "General Conditions", "Particular Conditions", "Employer's Requirements" and Specifications forming a part of these Bid Documents.

1.2 The bidder shall quote lump sum price for the entire works described in the Employer's Requirements as per Vol. II supplemented by specifications in Vol. III as per Clause 14.1 of GC. The quoted lump sum price shall be applicable to the Contract as a whole. The Bidder shall complete all works under the Contract as per the quoted lump sum price and within the time stipulated in the Bid Documents.

1.3 The lump sum price shall be for the complete work to design, construct and integrated testing and commissioning of the entire length of double line track inclusive of works on crossing and junction stations and connections to IR, where defined, under the Contract. It should be inclusive of all costs on validation of data, design, drawings, reports, survey, site facilities, construction equipment, Plant, instruments, labour, supervision, interfacing management, materials, erection, testing, Temporary Works, site access, storage, safety, security, , defect rectification during the Defects Notification Period, license, inspection fees, profit, duties, taxes, levies, royalties as per applicable law together with all general risks, liabilities and obligations set out or implied in the Contract as on the date 28 days prior to the last date of submission of the Bid. The Contract Price shall not be adjusted to take account any unforeseen difficulties or costs, unless otherwise provided for in the Agreement. Unless otherwise stated in the Contract, the Contract Price covers Contractor's all obligations under the Contract and all things necessary for proper investigations, design, construction and maintenance and remedying of any Defects in the Works during Defect Notification Period.

1.4 The bidder is deemed to have taken full account of all requirements and obligations, whether expressed or implied, covered by all parts of the contract and to have quoted the lump sum price accordingly. The quoted lump sum price shall include all incidental and contingent expenses and risks of every kind necessary to design, construct, integrated testing and commissioning, and maintaining the whole of the Works in accordance with the Contract. Payment of all items will be made on a lump-sum price basis in accordance with the Conditions of Contract and as specified herein. The item descriptions, given in the Schedules, in no way limit the Contractor's obligations under the Contract to provide all the Works described in the Employer's Requirements supplemented by Specifications.

1.4.1 The Value Added Tax will not be exempted for Contractor or suppliers.

The Value Added Tax will be paid by the Contractor according to the Conditions of Contract in reference to VAT.

The corporation tax for the income from the Works will be paid by the Contractor. Such corporation tax is not exempted for the Contractor or suppliers.

Import customs duties for all the items identified by the Contractor for import including 60 Kg/m Japanese Head Hardened Rails for main line and points and crossings) will be paid by the Contractor

1.5 The entire work has been divided into nine cost centers along with their respective weightage percentages of the Contract Price in this Schedule. The value of each of the cost centre shall be worked out based on lump sum Contract Price and weightage assigned to the cost centre. For further estimating interim payment, each cost centre has been broken into items of works with percentage weightage of the Contract Price for items of the works/stages as indicated in Schedules 4.1 to 4.9

1.6 The Employer shall make interim payments to the Contractor in accordance with the provisions of Sub-Clause 14.4 of Conditions of Contract, as certified by the Engineer on

the basis of the progress achieved for the items of works/ stages of the works estimated in accordance with the weightage (in percentage) of the Contract Price assigned to each item of work in accordance with the provisions of Schedules 4.1 to 4.9.

1.7 The Contractor shall base its claim for interim payment as per GCC Sub-Clause 14.3 for each stage for various items of work on the basis of actual progress of work executed till the end of the month for which the payment is claimed in relation to the Contractor's total estimated quantity, supported with documents and updated programme in accordance with the Employer's Requirements.

1.8 Employer may carry out necessary test checks either directly or through an independent agency, of the Works done by the Contractor for which the payment has been accepted and certified by the Engineer. The payment shall depend upon the outcome of such test checks.

1.9 Variation under Clause 13 of the Conditions of Contract shall be valued with respect to the approved designs/drawings and any additions or subtractions to the Contract Price, as the case may be, shall be done in accordance with the provisions of Sub-Clause 13.3 of the Conditions of Contract.

1.10 For items of unchartered utilities, the Contractor shall make a detailed report/ proposal for removal/ relocation of all unchartered utilities for approval of the Engineer. Procedure for dealing with such utilities is defined in Appendix 15 of Vol. II – Requirement for Construction".

1.11 Adjustment for changes in cost shall be made in accordance with Sub-Clause 13.8 of the Conditions of Contract.

1.12 The Price Schedules shall be filled in with indelible ink or be type written. The person authorized to sign on behalf of the Bidder shall sign in full with the date at the bottom of all pages of all Schedules.

2.0 Procedure for Payment of Bills

2.1 Responsibility of preferring the bill and entering the details shall vest with the Contractor. It is his responsibility to ensure that under no circumstances, the payment claimed is more than the amount equivalent of work done. If it is discovered or otherwise during the check by the Engineer or the Employer then a warning will be issued. If the instance is repeated then an amount equivalent to 10% of the excess claimed shall be forfeited besides denying the extra claim."

Format for bill submission shall be agreed between the Engineer and the Contractor.

2.2 While submitting the bills all supplementary details of physical work executed during the month supporting the break up provided in the Price Schedule. The sketches, drawings, approvals, calculations etc. shall accompany the bill so that payment can be substantiated and certified by the Engineer and submitted to the Employer.

2.3 Even if no work is executed during the month or contractor does not choose to prefer a bill a 'NIL' bill shall be submitted by him.

2.4 Methodology of claiming payment:-

- The Contractor shall prepare his monthly bill in the agreed format as per para 2.2 above in six hard copies and a soft copy. This shall be accompanied by supplementary details in accordance with PC 14.3. All hard copies shall bear the original signatures of the Contractor or its authorized representative and submitted to the Engineer.

- If these are found in order then Engineer shall forward two certified copies of the bill and along with certified supplementary details to the Employer, with his recommendations for payment to the Employer, otherwise return back all documents to the Contractor for rectification and resubmission.

2.5 Employer may deploy external agencies, other than the Engineer, to cross check the work done by the Contractor. If at a later stage it is discovered that excess payment has been released to the contractor or the work is found to be defective then suitable recoveries would be affected from the first available bill of the Contractor.

SCHEDULE 3: Price Schedules – Currency wise Breakup of Lump Sum Bid Price against various Cost Centres for Payment Purpose

Description of Cost Centre	Weightage of Cost Centre (% of total Bid Price)	Weightage of Cost Centre - Foreign Currency (JPY) Portion Out of Column-(2)* in terms of percentage	Foreign Currency (JPY) Column no-(3) x Conversion Factor (INR to JPY as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-2, Portion# Out of Column-(2)* in terms of percentage	Foreign Currency (2) Column no-(5) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-3 Portion # Out of Column-(2)* in terms of percentage	Foreign Currency (3) Column no-(7) x Conversion Factor (INR to Foreign Currency-3, as on Base date) x Bid Price in INR (X)	Weightage of Cost centre-Local Currency #Portion Out of Column-(2)*	Local Currency in INR Column no-(9) x Bid Price in INR(X)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
4.1-Validation of Survey Data, Investigation , design, Technical design, Setting out and as built Drawings	2.120%								
4.2-Interim Payment for Construction of Major Structures (a) Important Bridges/Viaducts	4.702%								
4.2-Interim Payment for Construction of Major Structures (b) Major Bridges & Major RUBs	14.324%								
4.2-Interim Payment for Construction of Major Structures (c) Rail Fly Overs	1.654%								
4.2-Interim Payment for Construction of Major Structures (d) Road Over Bridges	1.375%								
4.3-Interim Payment for Construction of Minor	8.580%								

Description of Cost Centre	Weightage of Cost Centre (% of total Bid Price)	Weightage of Cost Centre - Foreign Currency (JPY) Portion Out of Column-(2)* in terms of percentage	Foreign Currency (JPY) Column no-(3) x Conversion Factor (INR to JPY as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-2, Portion# Out of Column-(2)* in terms of percentage	Foreign Currency (2) Column no-(5) x Conversion Factor (INR to Foreign Currency-2, as on Base date) x Bid Price in INR (X)	Weightage of Cost Centre - Foreign Currency-3 Portion # Out of Column-(2)* in terms of percentage
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Structures						
4.4-Interim Payments for Earth Work	36.238%					
4.5-Interim Payments for Junction and Crossing Stations	0.269%					
4.6-Miscellaneous Civil Works	1.298%					
4.7-Interim Payment for Construction of Building Works at Junction and Crossing Stations	2.475%					
4.8-Track Works-4.8(1.0) - Supply of Rails	11.094%					
4.8-Track Works- 4.8(2.0 to 5.0) other than Supply of Rails	13.871%					
4.9-Payment for Integrated Testing and Commissioning	2.000%					
1.Total	100%					
2.Total Bid Price in terms of Single Currency (a) in INR						
or (b) in JPY						

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* The weightage mentioned in Column no-2 should be equal to the sum of weightages mentioned in column no-3, 5, 7 & 9 i.e. Co no. 9.

(a) For the purposes of better appreciation of the Bidder's Lump Sum Price, the Bidder should indicate separately the rate of all total amount of taxes included in his Lump Sum Price Bid. Post bid submission, DFCCIL will not admit any change in either list given in bidder's price bid, unless dictated by law of the land as per PC 13.7.In case, any reduction in Taxes, Custom du Laws or Interpretation of the existing Laws, the Contractor shall pass on the Financial benefit to the Employer. In order to fa benefit the Contractor has to furnish the following documents

(i) Disclaimer Certificate- in a Format approved by the Employer with regard to Contractor not claiming the Deemed Export

(ii) Invoice/Bills of entry evidencing payment of Excise / Custom Duty.

(iii) Any other Document required as per Foreign Trade Policy (FTP)

(b) Cost percentage of 60kg/m HH Rails [Special Terms for Economic Partnership (STEP) component] in terms of total c Bidder)

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Schedule 4: Executive Summary - PRICE SCHEDULE Breakup of Contract Price for Payment				
1	2	3	4	5
S. No.	**Cost Centre**	**Percentage of Contract Price**	**Total % of CP**	**Schedule**
1	Validation of Survey Data, Investigation, Design, Setting out and "As Built Drawings"	2.120%	2.120%	4.1
2	**Major Structures**			
2.1	Important Bridges/ Viaducts	4.702%	22.055%	4.2 (a)
2.2	Major Bridges & Major RUBs	14.324%		4.2 (b)
2.3	RFOs	1.654%		4.2 (c)
2.4	ROBs	1.375%		4.2 (d)
3	**Minor Structures**			
3.1	Minor Bridges, Minor RUBs and Sub-way	8.580%	8.580%	4.3
4	**Earth Work**			
4.1	EW in Filling	17.520%	36.238%	4.4 (1)
4.2	EW in Cutting (including blasting, if any)	0.645%		4.4 (2)
4.3	Sub-grade	2.845%		4.4 (3)
4.4	Blanket	4.758%		4.4 (4)
4.5	Clearing & Grubbing, stripping, sodding, retaining structures, longitudinal/ cross drains and other incidental works etc.	10.470%		4.4 (5)
5	**Junction/ Crossing Stations**	0.269%	0.269%	4.5
6	**Miscellaneous Civil Works**			
6.1	Link/ Diversion Roads	0.176%	1.298%	4.6 (a)
6.2	Level Crossings / Relocation of Duty Huts & Gate Lodges	0.003%		
6.3	Relocation of Public Power Line 33kV and below	0.912%		
6.4	Other Public utilities to be protected/ shifted/ extended/ temporary diversion (if required)	0.007%		
6.5	Removal & Disposal of Abondand Structures in ROW including Station Areas	0.015%		
6.6	FOBs	0.022%		
6.7	Providing Double Wall Corrugated HDPE Pipes, track Crossings	0.031%		
6.8	Construction of Main Site Office	0.029%		4.6 (b)
6.9	Construction of Site Huts	0.008%		
6.10	Construction of Temporary Site Office	0.003%		
6.11	Provision of Engineer's Survey equipment	0.063%		4.6 (c)
6.12	Equipment and Furnishing for Integrated Maintenance Depot (IMD)	0.024%		

Schedule 4: Executive Summary - PRICE SCHEDULE Breakup of Contract Price for Payment

1	2	3	4	5
S. No.	**Cost Centre**	**Percentage of Contract Price**	**Total % of CP**	**Schedule**
6.13	Equipment and Furnishing for Integrated Maintenance Sub-Depot	0.005%		
7	**Station Buildings including Residential Quarters and Non-traction Power Supply & Distribution**	2.475%	2.475%	4.7
8	**Track Works**			
8.1	Main Line	19.975%	24.965%	4.8
8.2	Yards	4.953%		
8.3	Signage	0.037%		
9	**Integrated Testing and Commissioning**	2.000%	2.000%	4.9
	Total	100%	100%	

I/ We accept the above percentage as filled in column 3 and 4 by the Employer for the apportionment of the Contract Price for completion of the Works corresponding to the items given above, and for estimating interim payments in accordance with schedule- 4.1 to 4.9 and Sub-Clause 14.4 of Conditions of Contract. The aforesaid percentages are fixed and not negotiable.

Name of Bidder

Signature of Bidder

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Schedule 4.1 - Contract Price Weightage for Interim Payments for Validation of Survey Data, Investigation, Designs, Technical Design, Setting Out and As Built Drawings

Cost Centre		Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Validation of Survey Data, Investigation, Design, Technical Design, Setting out and "As Built Drawings	1	Validation of Survey Data & Alignment Survey as considered necessary by the Contractor.	1 (a)	Site survey and finalization of optimized alignment	12.50%	**2.120%**	The Unit of measurement is linear length. Payment of each stage will be made on pro-rata completion of linear length as determined during the technical stage and as per the weightage given in this Schedule.
		Geotechnical/ Hydrological Investigations	1 (b)	Site data collection, Detailed Geotechnical and Hydrological investigations and report submission	7.50%		
		Inception Report	1 (c)	Preliminary Design of the formation, Track works, bridges culverts, Flyovers / ROB / RUB, FOB, fencing, drains, platforms, and all other structures.	15%		
	2	Technical Design		Final Technical Design of the formation, Track works, bridges culverts, Flyovers / ROB / RUB, FOB, fencing, drains, platforms, and all other structures.	45%		
	3	Setting Out		Setting out of the Final Alignment with location of all structures	10%		
	4	As Built Drawings		As Built Drawings	5%		
	5	Miscellaneous Works		Completion of all works related to this cost centre	5%		
				Total	100%		

Note:

Requirement of Validation of Survey Data, geotechnical & hydrological investigations, Inception Report, Technical design etc. is described in detail in "Vol. II Employer's Requirement and Vol. III Specifications".

Name of Bidder

Signature of Bidder

Schedule 4.2 - Contract Price Weightage for Interim Payments for Construction of Major Structures

Cost Centre	Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Major Structures	(a) Important Bridges/ Viaducts	1.1	On ground clearance, preparation of base below the pile cap, ground preparation work, completion of the foundation and testing work.	40%	4.702%	1. Cost of each bridge will be determined on the basis of total linear length of the bridge (as determined during the technical design) on pro-rata basis. 2. Payment of each stage for a bridge will be made on completion of the relevant stage as per the weightage given in this schedule.
		1.2	On Completion of sub-structure; abutment/ piers including pile caps/ well cap, work up to the bottom of slab including bed blocks (without bearings) and completion of approaches including back filling.	20%		
		1.3	On completion of balance works as per drawing like - super structure, bearings, walkway, hand rails, wing walls, return walls, all protection works, pitching, turfing, river training works, if any, testing on completion etc. complete in all respects.	38%		
		1.4	On completion of all the works related to Important Bridges	2%		
Major Structures	(b) Major Bridges & Major RUBs	1.1	On ground clearance, preparation of base below the pile cap, ground preparation work, completion of the foundation and testing work.	40%	14.324%	1. Cost of each bridge will be determined on the basis of total linear length of the bridges (as determined during the technical design) on pro-rata basis. 2. Payment of each stage for a bridge will be made on completion of the relevant stage as per the weightage given in this schedule.
		1.2	On Completion of sub-structure; abutment/ piers including pile caps/ well cap, work up to the bottom of slab including bed blocks (without bearings) and completion of approaches including back filling.	20%		
		1.3	On completion of balance works as per drawing like - super structure, bearings, walkway, hand rails, wing walls, return walls, all protection works, pitching, turfing, river training works, if any, testing on completion etc. complete in all respects.	38%		

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Schedule 4.2 - Contract Price Weightage for Interim Payments for Construction of Major Structures

Cost Centre	Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
		1.4	On completion of all the works related to Major Bridges	2%		
Major Structures	(c) Rail Fly Overs	1.1	On ground clearance, preparation of base below the pile cap, ground preparation work, completion of the foundation and testing work.	40%	1.654%	1. Cost of each bridge will be determined on the basis of total linear length of the bridges (as determined during the technical design) on pro-rata basis. 2. Payment of each stage for a bridge will be made on completion of the relevant stage as per the weightage given in this schedule.
		1.2	On Completion of sub-structure; abutment/ piers including pile caps/ well cap, work up to the bottom of slab including bed blocks (without bearings) and completion of approaches including back filling.	20%		
		1.3	On completion of balance works as per drawing like - super structure, bearings, walkway, hand rails, wing walls, return walls, all protection works, pitching, turfing, river training works, if any, testing on completion etc. complete in all respects.	38%		
		1.4	On completion of all the works related to Rail Flyovers	2%		
Major Structures	(d) Road Over Bridges	1.1	On ground clearance, preparation of base below the pile cap, ground preparation work, completion of the foundation and testing work.	40%	1.375%	1. Cost of each bridge will be determined on the basis of total linear length of the bridges across the alignment (as determined during the technical design) on pro-rata basis. 2. Payment of each stage for a bridge will be made on completion of the relevant stage as per the weightage given in this schedule.
		1.2	On Completion of sub-structure; abutment/ piers including pile caps/ well cap, work up to the bottom of slab including bed blocks (without bearings) and completion of approaches including back filling.	20%		

Schedule 4.2 - Contract Price Weightage for Interim Payments for Construction of Major Structures

Cost Centre	Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
		1.3	On completion of balance works as per drawing like - super structure, bearings, walkway, hand rails, wing walls, return walls, all protection works, pitching, turfing, river training works, if any, testing on completion etc. complete in all respects.	38%		
		1.4	On completion of all the works related to Road Over Bridges	2%		

Note:

1.1 - For important bridges/ viaducts, major bridges, major RUBs, RFOs and ROBs, the interim payment for part completion of foundation on a particular bridge will be made on pro-rata basis subject to payment procedure given in this schedule.

1.2 - For the purpose of release of interim payments for the stage as mentioned under item nos. 4.2(a)(1.4), 4.2(b)(1.4), 4.2(c)(1.4) and 4.2(d)(1.4) above, all the work items to be completed for the related major structures i.e important bridges/ viaducts, major bridges, major RUBs, RFOs and ROBs in the work segments as described in Employer's Requirements.

Name of Bidder

Signature of Bidder

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Schedule 4.3 - Contract Price Weightage for Interim Payments for Construction of Minor Structures

Cost Centre	Item of Work		Stage Payment		Weightage %	Cost (% of the Contract price)	Payment Procedure
Minor Structures	Construction of Minor Bridges, Minor Road Under Bridges (RUBs) and Subways	1.1	On completion of a particular Minor Structure		98%	8.580%	1. The Cost of individual Minor Structure i.e Minor Bridges/ Minor Road Under Bridges/ Sub-ways will be based on the Volume of the structure i.e = L x B x H (L -Barrel Length, B - Clear Width, H - Clear Height). 2. Payment of each structure will be made in proportion of the volume of the individual structure w. r. t total Volume of all the structure in the Contract as determined during Technical Design.
		1.2	On completion of all the works related to Minor Structure		2%		

Note:
For the purposes of release of interim payments for item 1.2 above, the linear section will be divided in to work segments as described in Employer's Requirements.

Name of Bidder

Signature of Bidder

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Schedule 4.4 - Contract Price Weightage for Interim Payments for Earthwork

Cost Centre	Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Earthwork	Earthwork in filling, cutting, subgrade, blanket, clearing & grubbing, stripping, sodding, retaining structures, longitudinal/ cross drains etc.	1	Earthwork in formation including compaction		36.238%	The Unit of measurement is linear length. Payment of each stage will be made on pro-rata completion of linear length as determined during the technical stage and as per weightage given in this Schedule.
		1.1	Achieving 50% of desired height of embankment)	23.69%		
		1.2	Achieving the balance 50% of desired height of the embankment including compaction up to bottom of prepared Sub-grade layer.	23.69%		
		2	Earthwork in cutting including compaction			
		2.1	Achieving 50% of desired depth of cutting.	0.87%		
		2.2	Achieving the balance 50% of desired depth of cutting and up to the bottom of the blanket layer	0.87%		
		3	Providing and compacting Sub-grade in EW in Formation			
		3.1	Achieving 50% height of the prepared Sub-grade in EW in Formation	3.85%		
		3.2	Achieving the balance 50% height of the prepared Sub-grade in EW in Formation up to the bottom of blanket layer.	3.85%		
		4	Providing and compacting the blanket layer for EW in Formation and Cutting			
		4.1	Providing and compacting 50% height of the blanket layer	6.43%		
		4.2	Providing and compacting the balance 50% height of the blanket layer	6.43%		
		5	Clearing and Grubbing, stripping, sodding, retaining structures, longitudinal/ cross drains and other incidental works, complete.	28.32%		
		6	Completion of all works related to this cost centre	2.00%		
			Total	100%		

Note:

1. In case the approved formation design has no provision of Blanket layer, then the percentage of payment in item 4 above will be distributed equally between item 1 and 2.

2. For the purposes of release of interim payments, the linear section will be divided in to work segments as described in Employer's Requirements.

Name of Bidder

Signature of Bidder

Schedule 4.5- Contract Price Weightage for Interim Payments for Junction and Crossing Stations

Cost Centre	Item of Work		Items for Release of Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Junction and Crossing Stations	Boundary Pillars, safety wall at DFCC/ IR stations/ Habitat area and Service Roads	1	On completion of Providing boundary pillars, boundary wall around Residential buildings at Junction and Crossing Stations	7.65%	0.269%	The Interim Payment of items will be made on prorata completion of no. of junction/ crossing stations for items 1 and 2 and linear length for item 3 as determined during technical design and as per weightage given in this Schedule.
		2	On Completion of Providing Service Roads including internal roads and foot paths in the Station and Residential Areas at Junction and Crossing Stations	30.60%		
		3	Construction of RCC safety wall between DFC and circulating areas of IR/ Habitat area	59.75%		
		4	On Completion of all works related to this cost centre	2.00%		
			Total	100%		

Note:

For the purposes of release of interim payments for the items 1, 2 and 3 above, work completed at junction/ crossing stations as described in Employer's Requirements.

Name of Bidder

Signature of Bidder

Schedule 4.6 Miscellaneous Civil Works

Cost Centre	Item of Work		Items for Release of Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Miscellaneous Civil Works	(a) Link Road/ Diversion Roads, Level Crossings, Relocation of Public Power Line 33KV and below, Other Public utilities to be protected/ shifted/ extended/ temporary diversion (if required)FOB, Removal of Abandoned Structures in ROW including Station Areas , double wall corrugated HDPE Pipes / Track Crossings	1.1	Link/ Diversion Roads	14.80%	1.166%	The payment for items 1.1, 1.4, 1.5, 1.6 and 1.7 will be made on prorata completion of linear length and nos. for items 1.2 and 1.3 as determined during technical stage as per weightage given in this schedule and as described in detail below.
		1.2	Level Crossings	0.25%		
		1.3	Relocation of Public Power Line 33kV and below			
		1.3.1	Below 1 Kv	19.58%		
		1.3.2	11 Kv & 33 Kv	57.07%		
		1.4	Other public utilities to be protected/ shifted/ extended/ temporary diversion (if required)	0.59%		
		1.5	FOB	1.85%		
		1.6	Removal & Disposal of Abounded Structures in ROW including Station Areas	1.26%		
		1.7	Double wall corrugated HDPE Pipes / Track Crossings	2.60%		
		2.0	Completion of all works related to all Cost Sub-Centers prescribed in this Schedule	2.00%		
			Total	100%		
Miscellaneous Civil Works	(b) Construction of Main Site Offices, Site Huts and Temporary offices including furnishing	1	**Construction of Main Site Office including furnishing**		0.040%	The payment for construction and furnishing of Main Site Office, Site Huts and Temporary Offices shall be made on completion of these activities.
		1.1	Construction	52.50%		
		1.1	Furnishing	17.50%		
		2	**Construction of Site Huts including furnishing**			
		2.1	Construction of Site Huts	14.50%		
		2.2	Furnishing	4.50%		
		3	**Construction of Temporary Office including furnishing**			
		3.1	Construction of Temporary Offices	6.50%		
		3.2	Furnishing	2.50%		
		4	Completion of all works related to all Cost Sub-Centers prescribed in this Schedule	2.00%		
			Total	100%		

Schedule 4.6 Miscellaneous Civil Works

Cost Centre	Item of Work		Items for Release of Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Miscellaneous Civil Works	(c) Furnishing Engineer's Survey Equipment & Employer's Accessories/ Furnishing	1	**Provision of Engineer's Survey Equipment**		0.092%	The payment for supply of Engineer's Survey Equipment shall be made on its supply and acceptance. The payment for its against Sub-Cost Centre 4.6 (c) (2), 4.6 (c) (3) and 4.6 (c) (4) shall be made at the end of the Contract Period during the Integrated Testing and Commissioning Stage.
		1.1	Procurement & Supply	68.00%		
		2	**Equipment and Furnishing for IMD**			
		2.1	Procurement & Supply	26.00%		
		3	**Equipment and Furnishing for IMD Sub-depot**			
		3.1	Procurement & Supply	6.00%		
			Total	100%		

Note:
For the purposes of release of interim payments, the linear section will be divided in to work segments as described in Employer's Requirements. The following unit of measurement shall be adopted for release of interim payments for each cost sub-centre:

4.6 (a) 1.1: Link/ Diversion Roads along the alignment: The Linear Length as computed during the technical design stage shall form the overall cost of this Sub-Cost Centre. The interim payment shall be made based on the linear length of the Link/ Diversion Road Completed during the month.

4.6 (a) 1.2: Level Crossings: The overall cost of this Sub-cost Centre shall be divided by the number of level crossings to be provided as determined during the Technical Design Stage. The interim payment shall be made on completion of all related activities pertaining to provision of each level crossing.

4.6.3: Relocation of Public Power Line 33kV and below : The overall cost of this Sub-cost Centre shall be divided based on its percentage share as provided above for each type Public Power Line depending upon its voltage as determined during the Technical Design Stage. Such arrived cost for each type of utility (in terms of its voltage) shall be divided by the number of such utilities to arrive at the unit cost of relocation of that particular type of utility (as per its voltage). The interim payment for each type shall be made on completion of all related activities pertaining to relocation of Public Power Line.

4.6 (a) 1.4: Other Public Utilities to be protected/ shifted/ extended/ temporary diversion (if required) : The overall cost of this Sub-cost Centre shall be worked out as per weightage given in the schedule here above for Other Public Utilities to be protected/ shifted/ extended/ temporary diversion (if required) as determined during technical design. For the purpose of interim payment the linear section will be divided in to work segments as described in employer's Requirements.

4.6 (a) 1.5: Foot-over Bridges: The overall cost of this Sub-cost Centre shall be divided by the linear length of all the FOB's to be constructed as determined during the Technical Design Stage to arrive at the unit linear cost of construction of FOB. The interim payment shall be made on completion of all related activities pertaining to provision of each FOB based on its linear length.

4.6 (a) 1.6: Removal & Disposal of Abandoned Structures in ROW including Station Areas: The overall cost of this Sub-cost Centre shall be worked out as per the weightage given in the work schedule for the abandoned structures which are to be dismantled and material disposed off thus clearing the ROW including the Station Area as determined during the Technical Design Stage. For the purpose of the interim payment, the linear section shall be divided into the work segments as described in Employer's Requirements. .

4.6 (a) 1.7: Double Wall Corrugated HDPE Pipes & Track Crossings: The overall cost of this Sub-cost Centre shall be divided by the linear length of all pipes and track crossings to be provided as determined during the Technical Design stage to arrive at the unit linear cost of HDPE Pipes & Track Crossings respectively. For the purpose of the interim payment, the linear section shall be divided into the work segments as described in Employer's Requirements.

Name of Bidder
Signature of Bidder

NK CONSORTIUM NJPI

Schedule 4.7- Contract Price Weightage for Interim Payments for Construction of Building Works at Junction and Crossing Stations

Cost Centre	Item of Work		Items for Release of Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Station Building Works	Construction of Residential, Station Main Building, Service Buildings, Non traction power supply & distribution works and Area Development Works	1	Construction of Residential Buildings		2.475%	The interim payment for item no. 1 will be made on prorata completion of no. of quarters, for item no. 2 and 3 sqm built up area and for item no. 4 no. of junction/ crossing stations as determined during the technical design and weightage given here in this schedule. The stage payment for item no. 1, 2 and 3 will be made as given here below:
		1.1	Type II Quarters (i/ c for Key Men)	8.51%		
		1.2	Type III Quarters	3.52%		
		1.3	Type IV Quarters	2.93%		
		1.4	Type V Quarters	0.76%		
		2	Construction of Station Office Buildings	7.52%		
		3	Construction of Service Buildings (all building structures other than residential and station buildings)	50.05%		
		4	On completion of out-door non traction power supply and distribution works, out-door lighting works, water supply, drainage, sewerage and area development works etc. complete	24.71%		
		5	On completion of all works related to this cost centre	2.00%		
		The interim payment for items 1, 2 and 3 will be made after completion of work at different stages at particular station and their respective weightages (%) as given here below:				
		1	Completion up to plinth level	20%		
		2	Completion of Structure including roof in case of Single Storey structure	45%		
			OR			
		2 (a)	Completion of Structure including roof in case of GF structure in case of Double Storey Structure.	25%		
		2 (b)	Completion of Structure including roof in case of FF structure in case of Double Storey Structure.	20%		

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Schedule 4.7- Contract Price Weightage for Interim Payments for Construction of Building Works at Junction and Crossing Stations

Cost Centre	Item of Work		Items for Release of Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
		3	Completion of entire building including flooring, finishing, plumbing, wood work, electrical work and, internal non-traction Power Supply & Distribution etc. complete.	35%		

Name of Bidder

Signature of Bidder

Schedule 4.8 - Contract Price Weightage for Interim Payments for Track Work

Cost Centre	Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Track Works	Procurement of track materials and construction double line railway track for a maximum operating speed of 100 km/hr including yards and its integration with IR existing railway system, prepratory works for integrated testing and commissioning of Track Works.	1.0	Supply of new 60Kg Rails (for main line and yards) and stacking at designated places as per the specifications contained in Employer's Requirement	100%	**11.094%**	Unit of measurement is linear length. Payment of each stage will be made on prorata completion of linear length as determined during technical design and as per weightage given in this Schedule.
		2.0	Supply of new Concrete sleepers (for main line and yards) and stacking at site as per the specifications contained in Employer's Requirement	27.346%	**13.871%**	
		3.0	Laying and compacting initial layer of ballast, production of 260 meter rail panels in controlled conditions, mechanized laying of 260 meter long flash butt welded panels in Main Line including the Main Line in Yards on PSC sleepers (laid on initial layer of compacted ballast), rail threading, fixing all rail sleeper fittings etc., flash butt welding of scattered joints, ultrasonic testing of rails & welds, adequate machine tamping of track to make it fit for operation of freight trains at an interim speed of 50 Km/Hr, complete to ensure continuous and complete linkage of the track on entire Main Line (including main line in yards) and providing signage's.	46.330%		
		3.1	Ballast supplying and laying final layer on the main line to facilitate lifting of track, making of designed ballast cushion and profile, machine tamping, de-stressing of CWR/LWR, for making track fit for maximum operating Speed of 100kmph	9.784%		

Schedule 4.8 - Contract Price Weightage for Interim Payments for Track Work

Cost Centre	Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
		4.0	Laying and compacting initial layer of ballast, production of 260 meter rail panels in controlled conditions, mechanized laying of 260 meter long flash butt welded panels in yards (within station limits - excluding main line of yards) - on PSC sleepers laid on initial layer of compacted ballast including – rail threading, fixing all rail sleeper fittings, laying of Points & Crossings, Switch Expansion Joints, derailing switch, all loop lines in yards, etc., as per approved drawings, flash butt welding of scattered joints, ultrasonic testing of rails & welds, adequate machine tamping of track to make it fit for operation of freight trains at an interim speed of 30 Km/Hr, to ensure continuous and complete linkage of track in the yard as per yard plan (Yard Lines other than Main Lines) including providing yard drainage and signage's.	13.084%		
		4.1	Ballast supplying and laying final layer in yards to facilitate lifting of track, machine tamping, making of ballast cushion and profile, de-stressing of CWR/LWR, machine tamping for making track fit for the operational speed of 50 Km/Hr.	1.456%		
		5.0	On completion of all the works related to track	2.000%		
			Total	100%		

Schedule 4.8 - Contract Price Weightage for Interim Payments for Track Work

Cost Centre	Item of Work		Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure

For the purposes of release of interim payments for items 3 and 4 the linear section will be divided in to work segments as described in Employer's Requirements. .

Payment against materials for the Works vide item 1 & 2 above

In respect of rails and concrete sleepers brought by the Contractor to the site for incorporation in the Permanent Works, the Contractor shall be paid 80% of the material cost as per above schedule by submitting an indemnity bond in the favour of the Employer for an equivalent amount valid until all the materials are incorporated in permanent works, and balance 20% shall be paid when these materials are put to use as per the Employer's Requirement. Contractor shall ensure:-

(i) Quantity of the materials to be supplied under these items shall be based on Technical Design.
(ii) The materials are in accordance with the specification for the works and accepted by the Engineer after these are brought to site and properly stacked.
(iii) The materials have been delivered to the site and are properly stored and protected against loss, damage and deterioration.
(iv) Proper record of receipts and use of materials are maintained by the Contractor and such records are available for inspection by the Engineer.
(v) Once the payment for supply of rails and sleepers has been made as above, these shall deem to be the property of DFCC and Contractor shall not remove these without prior approval of the Engineer and take due care of the same against theft/ damage etc. at no extra cost till their use into the permanent works.

Name of Bidder

Signature of Bidder"

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Schedule 4.9 - Contract Price Weightage for Payment for Integrated Testing and Commissioning

Cost Centre		Item of Work	Stage Payment	Weightage %	Cost (% of the Contract price)	Payment Procedure
Integrated Testing and Commissioning		**Integrated Testing and Commissioning**	After successful completion of Integrated Testing and Commissioning of Works.	**100%**	**2.00%**	Payment for Integrated Testing and Commissioning shall be released after successful completion of Integrated Testing and Commissioning of Works and certification by Engineer and **Supply of Spares as listed in Schedule 5:** Spares required to be supplied as a part of the Contract

Name of Bidder

Signature of Bidder

Schedule 5: Spares required to be supplied as a part of the Contract

List of Items to be provided to DFCCIL after completion of works and before taking over by DFCCIL

S. No	Item	Quantity %age of total quantity used in the contract
1	Concrete Sleepers	2
2	Fittings for Concrete Sleepers e.g. rubber pads, elastic clips, liners	5
3	Special sets of concrete sleepers for SEJ, Level crossings, Bridge approaches, derailing switch	2
4	Points and Crossings sets including sleepers with complete fittings – left hand and right hand sets	5
5	SEJ's, derailing Switches, Glued joints	5
6	HH Japanese Rails 60 kg 90 UTS New without holes 25 m long	1
7	Spares for electrical services including non-traction power supply & distribution, water supply, plumbing services, air conditioning etc.	Spares required for running and operating system at least for a period of one year i.e. 1/5th of the recommended spares for five years as specified in Clause 8.3 (i) of Employer's Requirement – Manufacturing, Installation, Testing & Commissioning in Vol. II of Bid Documents.
8	Hydraulic Lifting Jacks of suitable capacity to lift the maximum span of the Bridge as designed by the Contractor	8 Nos.
9	High Strength Friction Bolts including nuts, washers and other necessary fittings as required (In case of Steel Bridges)	@ 10% of the total requirements for three bridges subject to minimum of 10 Nos.

The above items in good condition shall be handed over to the nominated official of the Employer at a location indicated by the Employer.

Bidder's Authorized Signatory:

Signature:_____

Name:_____

Position:_____

Date:_____

Company: _____

Company Stamp

SCHEDULE 6
ANTICIPATED CASH FLOW FOR THE WORKS

(a) Bidders shall provide in this Form, an Anticipated Cash Flow for the Works all in accordance with the Instructions for Completion of Bid Forms in Section 2.

(b) *All required documents should be included in this place in the submitted Bid Documents clearly labelled as Schedule 6.*

(c) This Form shall not be submitted separately for each Partner or separately for each Specialist Subcontractor/Design Sub-consultant. The submission with all supporting documents shall be reviewed and coordinated by the Bidder and provided as one overall combined submission.

Bidder's Authorized Signatory:

Signature:_____

Name:_____

Position:_____

Date:_____

Company: _____

Company Stamp

SCHEDULE 7
List of Foreign Cost Components

Bidder shall nominate all of cost components to be procured from Japan which have already been counted into foreign cost component in the Price Schedule.

No.	Description	Unit	Quantity	Amount (Yen)
Total				

Note: Cost components to be listed for the following;

(1) Supervisory staff, foreman, technician, and any other specialty who are Japanese

(2) Cost of construction equipment and appliances imported from Japan. Unit will be “day” or “hour” for operation during site mobilization. Amount shall include depreciation, operation & maintenance (Japanese mechanic and spare parts imported from Japan) and annual management costs of equipment

(3) Imported materials from Japan which are incorporated in the Works

Bidder’s Official Representative:

Signature:_____

Name:_____

Position:_____

Date:_____

Company: _____

Company Stamp

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Section 7: CONTRACT FORMS

Table of Forms

CF No	Sub-Clause	Description	Page
01	1.1.1.3	Form of Letter of Acceptance	180
02	1.6	Form of Contract Agreement	181
03	4.2	Form of Performance Security (Guarantee) By Bank	182
04	14.2	Form of Mobilization Advance Payment Guarantee	183
05	4.1	Form of Contractor's Warranty	184
06	4.4	Form of Memorandum of Understanding for a Subcontracting Agreement	186
07	4.4	Form of Sub-Contractor's Warranty	187
08	5.1, 18.5	Form of Designer's Warranty	190
09	20.2	Form of Dispute Adjudication Board Agreement	193
10	14.3c, 14.9	Form of Retention Money Guarantee	194
11	18	Form of Insurance Requirements	195

Letter of Acceptance
[letter head paper of the Employer]

[insert date]

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words] [insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 7, - Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

DFCC NEW DELHI

NK CONSORTIUM NJPL

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between *[insert name of the Employer]* (hereinafter "the Employer"), of the one part, and *[insert name of the Contractor]* (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contractor]* should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Letter of Acceptance:
   (b) the Letter of Tender,
   (c) the Particular Conditions,
   (d) the General Conditions,
   (e) the Employer's Requirements,
   (f) the Schedules, and
   (g) the Contractor's Proposal and any other documents forming part of the Contract.
   (h) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert name of the borrowing country]* on the day, month and year indicated above.

Signed by _____	Signed by _____
for and on behalf of the Employer in the presence of	for and on behalf the Contractor in the presence of
Witness, Name, Signature, Address, Date	Witness, Name, Signature, Address, Date

DTCC NEW DELHI

NK CONSORTIUM NJPI

Performance Security

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

Beneficiary: **Dedicated Freight Corridor Corporation of India Limited**,
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi, India-110001

(whom the Contract defines as "the Employer").

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date of the contract]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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

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

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

_____
[signature(s)]

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

---

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

[2] *Insert the date twenty-eight days after the expected date of receiving Performance Certificate. The Employer should note that in the event of an extension of the Time for Completion and/or Defects Notification Period, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Advance Payment Security
Demand Guarantee

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

Beneficiary: **Dedicated Freight Corridor Corporation of India Limited**,
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi, India-110001
(whom the Contract defines as "the Employer").

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date of the contract]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* (*[amount in words])* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[amount in words])*[1] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.Such Bank Guarantees can be split-up in to six guarantees to be released on repayment. Such Bank Guarantee shall remain effective until the advance payment has been repaid pursuant to provision of Sub-clause 14.2 of the General Conditions of Contract, but the amount thereof shall be progressively reduced by the amount repaid by the Contractor as indicated in Interim Payment Certificate issued This guarantee shall expire, at the latest, upon our receipt of the said Guarantee in original duly discharged by the Employer or at the end of 28 days after Time of Completion [2], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication no. 758.

_____
[signature(s)]

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

---

1 *The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency(ies) of the advance payment as specified in the Contract,.*

2 *The Employer should note that in the event of an extension of the Time for Completion, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to extend this guarantee for a period commensurate with the requirements of GC Sub-Clause 14.2 [Advance Payment], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiration of the guarantee."*

Contractor's Warranty
(Sub-Clause 4.1)

THIS GUARANTEE is made the _____ day of _____

BETWEEN:

(1) (_____) of (_____) (and (see Note1) (jointly) "The Contractor)(_____) of (_____) whose registered office is at _____ and whose registered office is at _____ (together with its successors and assigns, ("the Employer" of _____, New Delhi (Address)

WHEREAS

(A) By a Contract _____dated (_____) ("the Contract") made between (1) the DFCCIL ("the Employer") and (2) the Contractor, the Contractor has agreed to [name of the project] (including Integrated Testing and Commissioning, if required as per the Contract) and remedy any defects in the Works upon the terms and conditions contained in the Contract.

(B) (See Note 3)

(C) At the request of the Employer and pursuant to the terms of the Contract, the Contractor has agreed to enter into this Warranty.

NOW IT IS AGREED AS FOLLOWS:

1. The Contractor hereby warrants and undertakes that:

   (a) The Contractor will design execute, complete, test and commission the Works (**including Integrated Testing and Commissioning, if required as per the Contract**) and remedy any defects in the Works in accordance with the terms of the Contract;

   (b) The Contractor owes a duty of care to the Employer in relation to the performance of its duties under the Contract;

   (c) The Contractor will replace free of cost to the Employer any defect or failure of ***equipmen***t/ material/ services etc. provided in the Works for a period of 24 months from the date of the Taking Over Certificate of the last Section of the Works;

   (d) The Contractor agrees that should any design modification be required to any section or component due to any defect, the period of 24 months shall recommence from the date when the modified part is commissioned into service, and such modification shall be carried out free of cost to the Employer in all sub-systems and systems for all sections; and

2. The liability of (the companies comprising (see Note 3)) the Contractor under this Warranty (shall be joint and several and (see Note 3)) shall not be released, diminished or in any way affected by any independent inquiry or investigation into the Works or any matter related to the Contract whether carried out by or on behalf of the Employer or any liability or right of action which may arise out of such inquiry or investigation.

3. In so far as the copyright or other intellectual property rights in any plans, calculations, drawings, documents, materials, plant, know-how and other information relating to the Works shall be vested in the Contractor, the Contractor grants to the Employer his successors and assigns a royalty free, non-exclusive and irrevocable license (carrying the right to grant sub-licensees) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works including without limitation the design, execute, complete, test

and commission (including Integrated Testing and Commissioning) reinstatement, extension and the remedy of any defect in the Works. To the extent that beneficial ownership of any such copyright or other intellectual property rights is vested in anyone other than the Contractor, the Contractor shall use best endeavors to procure that the beneficial owner thereof shall grant a like to the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Contractor shall for any reason cease to be employed in connection with Works.

4. The provisions of this Warranty shall be without prejudice to any other rights of the Employer and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Contractor, whether in tort or otherwise.

5. Nothing contained in this Warranty shall vary or affect the Contractor's rights and obligations under the Contract.

6. The address for service of all documents arising out of or in connection with this Warranty shall be :

   Upon the Employer, at (_____) India, (note 4)
   Upon the Contractor, at (_____) India (note 4)

7. The Employer and the Contractor may change their respective nominated addresses to another address in India but only by prior written notice to each other. All demands and notices must be in writing.

8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.

9. Any dispute or difference of any kind whatsoever between the Employer and the Contractor arising under out of or in connection with this Warranty shall be dealt in accordance with the clause 20.0 set out in the General Conditions of Contract.

IN WITNESS whereof this Guarantee has been executed as a deed on the date first before written.

THE COMMON SEAL of (_____)
(_____)
Was affixed hereto in (_____)
the presence of : (_____)

Notes (for preparation of but not inclusion in the endorsement of this Warranty):

1. If the contractor comprises more than one company, each such company shall be party and liability under this warranty will be joint and several with consequential grammatical changes.
2. If Note 1 applies, the fact that the joint venture or other relevant agreement must be recited.
3. Delete if Note 1 does not apply.
4. The address for service shall be in India.

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MEMORANDUM OF UNDERSTANDING FOR A SUBCONTRACTING AGREEMENT
(Sub-Clause 4.4)

Date :
Project :

To
Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi, India-110001
Dear Sirs

In accordance with the Sub-clause 4.4 of General Conditions of Contract read along with the Particular Conditions of Contract, we enclose this Memorandum of Understanding to enter into a subcontracting agreement between the Contractor _____ and the Sub-contractor _____ to undertake the following:

1. Whereas the Employer requires the work of the project to be executed by the Contractor, and has accepted a bid by the Contractor for the execution and completion of the Works, and remedying any defects therein, the Contractor and the Subcontractor shall provide a formal agreement to the Employer prior to signature of Contract between the Employer and the Contractor.

2. The scope of work to be undertaken by the Sub-contractor is described as: _____

3. The work undertaken by the Sub-contractor does not relieve the Contractor from any liability or obligation under the Contract, and the Contractor shall, at all times, be solely responsible for the acts, defaults, and neglects of the Sub-contractor, his agents, servants and workmen as if anywhere the acts, defaults, neglects, of the Contractor, his agents, servants or workmen.

4. The Contractor shall provide insurance for the Subcontractor to the same level as his own insurance to include the Works executed under the subcontract agreement to be executed, and for the subcontractor's equipment as listed in Attachment to this MOU.

5. The Employer shall consider and approve the provisions of a signed subcontracting agreement prior to signature of Contract with the Contractor to verify that it conforms to the pre-qualifying/ bidding requirements. Non-fulfillment of this requirement would result in disqualification of the Contractor. The Employer shall also consider the non-fulfillment of any of the subcontract agreement terms as a reason for termination of the Contract, and upon 14 day's notice require the Contractor to vacate the Site. After such termination of the Contract by the Employer, the Employer may complete the work and or arrange any other authorities to do so.

Signed on this _____ day of _____ month _____ year.

The Contractor
(Signature & Seal)

The Subcontractor
(Signature & Seal)

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SUB-CONTRACTOR'S WARRANTY
(Sub-Clause 4.4)

THIS GREEMENT is made the day of

BETWEEN:

1. [ ] [whose registered office is at]/[of] [ ] ("the Sub-contractor") and

2. The Dedicated Freight Corridor Corporation India Limited (together with its successors and assigns, "the Employer") of:

   5th Floor, Pragti Maidan, Metro Station Building Complex,
   New Delhi,
   India 110001.

WHEREAS

(A) By a contract ---------- dated [ ] ("**the Contract**") made between (1) Dedicated Freight Corridor Corporation India Limited ("the Employer") and (2) [ ] ("the Contractor"), the Contractor has agreed to design, execute, complete, test and commission (including integrated testing and commissioning) and remedy any defects in works upon the terms and conditions contained in the Contract.

(B) The Sub-contractor has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).

(C) Pursuant to the Contract, the Contractor proposes to enter into an agreement with the Sub-contractor ("**the Sub-contract**") for the Sub-contractor to carry out and complete a part of the Works as more particularly described in the Sub-contract ("**the Sub-contract Works**").

(D) The Contract stipulates that the Contractor shall obtain the consent of the Engineer before entering into the Sub-contract, and that the Contractor shall procure that the Sub-contractor executes a warranty agreement ("**Warranty**") in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:-

1. In consideration of the Engineer consenting to the Contractor and the Sub-contractor entering into the Sub-contract, the Sub-contractor warrants and undertakes to the Employer that:

   (a) he will execute and complete the Sub-contract Works, and will carry out each and all of the obligations, duties and undertakings of the Sub-contractor under the Sub-contract when and if such obligations, duties and undertakings shall become due and performable, in accordance with the terms of the Sub-contract (as the same may from time to time be varied or amended with the consent of the Employer); and

   b) he will supply to the Contractor and in specific cases wherever required to the Engineer with all information as may be required from time to time in relation to progress of the Sub-contract Works.

2. The Sub-contractor undertakes to indemnify the Employer against each and every liability which the Employer may have to any person whatsoever and against any claims, demands, proceedings, loss, damages, costs and expenses sustained, incurred or payable by the Employer provided that the Sub-contractor shall have no greater liability to the Employer by virtue of this Warranty than the liability of the Contractor to the Employer under the Contract insofar as and to the extent that the same has arisen by reason of any breach by the Sub-contractor of his obligations under the Sub-contract.

3. No allowance of time by the Employer hereunder or by the Contractor under the Sub-contract nor any forbearance or forgiveness in or in respect of any matter or thing concerning this Warranty or the Sub-contract on the part of the Employer or the Contractor, nor anything that

the Employer or the Contractor may do or omit or neglect to do, shall in any way release the Sub-contractor from any liability under this Warranty.

4. The Sub-contractor agrees that he will not without first giving the Employer, not less than 21 day's prior notice in writing, exercise any right he may have to terminate the Sub-contract or treat the same as having been repudiated by the Contractor or withhold performance of its obligations under the Sub-contract.

5. (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Sub-contractor shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Sub-contractor will undertake inter alia to perform the Sub-contract and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.

(2) In the event that the Employer does not require the Sub-contractor to enter into a novation agreement as required by Sub-clause 5(1), the Sub-contractor shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.

6. Insofar as the copyright or other intellectual property rights, in any plans, calculations, drawings, documents, materials, know-how and information relating to the Sub-contract Works shall be vested in the Sub-contractor, the Sub-contractor grants to the Employer, his successors and assignees a royalty free, non-exclusive and irrevocable license (carrying the right to grant sub-licenses) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works of the Employer, without limitation the design, manufacture, installation, reconstruction, completion, reinstatement, extension, remedy of any defect of the Works. To the extent beneficial ownership of any such copyright or other intellectual property right is vested in anyone other than the Sub-contractor, the Sub-contractor shall use best endeavors to procure that the beneficial owner thereof shall grant a like license to the Employer. For the avoidance of doubt, any such license granted shall not be determined if the Sub-contractor shall for any reason cease to be employed in connection with the Sub-contract Works.

7. In the event of any ambiguity or conflict between the terms of the Sub-contract and this Warranty, the terms of this Warranty shall prevail.

8. The provisions of this Warranty shall be without prejudice to and shall not be deemed or construed so as to limit or exclude any rights or remedies which the Employer may have against the Sub-contractor whether in tort or otherwise.

9. Nothing contained in this Warranty shall vary or affect the Sub-contractor's rights and obligations under the Sub-contract.

10. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Sub-contractor being required.

11. All documents arising out of or in connection with this Warranty shall be served:

(1) upon the Employer at [ ] , marked for the attention of [ ];
(2) upon the Sub-contractor, at [ ] India.

12. The Employer and the Sub-contractor may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.

13. This Warranty shall be governed by and construed according to the laws for the time being in force in India.

14. (1) Any dispute or difference of any kind whatsoever between the Employer and the Sub-contractor arising under out of or in connection with this Warranty shall be referred to Arbitration in accordance with the Arbitration procedure as described in the Contract.

(2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed pursuant to Clause 20, the Employer may by notice in writing to the Sub-contractor require and the Sub-contractor shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

(3) Save as expressly otherwise provided, the Arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, determination, certificate, statement of objection, assessment or valuation by the Employer's Representative or the Contractor relating to the dispute or difference.

(4) This Warranty shall be governed by and construed according to the laws for the time being in force in India and the Sub-Contractor agrees to submit to the jurisdiction of the courts of Delhi/New Delhi.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written.
THE COMMON SEAL of

[ ]
was affixed hereto in)
the presence of:-)

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FORM OF DESIGNER'S WARRANTY
(Sub-Clause 5.1 and Sub-Clause 18.5)

THIS AGREEMENT is made the day of

BETWEEN:

(1) [ ] [whose registered office is at]/[of] [ ] ("the Designer"); and

(2) The Dedicated Freight Corridor Corporation of India Limited (together with its successors and assigns, "the Employer") of

5th Floor, Pragti Maidan, Metro Station Building Complex,
New Delhi,
India 110001.

WHEREAS:

(a) By a contract --------- dated [ ] ("the Contract") made between (1) Dedicated Freight Corridor Corporation of India Limited ("the Employer") and (2) [ ] ("the Contractor"), the Contractor has agreed to design, execute, complete, test and commission (including Integrated Testing and Commissioning) and remedy any defect in the Works upon the terms and conditions contained in the Contract.

(b) The Designer has had an opportunity of reading and noting the provisions of the Contract (other than details of the Contractor's prices and rates).

(c) Pursuant to the Contract, the Contractor wishes to enter into an agreement with the Designer and Designer agrees to the wishes of the Contractor (the Consultancy agreement) to carry out the Contractor's obligations under the Contract in relation to the design and functions ascribed to the Designer in the Contract.

(d) The Contract stipulates that the Contractor shall ensure that the Designer executes a warranty agreement ("**Warranty**") in favour of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Employer not objecting to the Contractor and the Designer entering into the Consultancy Agreement, the Designer warrants and undertakes to the Employer that he has exercised and will continue to exercise all the skill and care to be expected of a professionally qualified and competent designer experienced in work of similar nature and scope as the Works in carrying out the design of the temporary and Permanent Works and in performing the other duties and functions ascribed to him in the Contract.

2. The Designer agrees that, in the event of the termination of the Contract by the Employer, the Designer will, if so required by notice in writing given by the Employer, accept subject to Clause 4 the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Works upon the terms and conditions of the Consultancy Agreement.

3. The Designer further agrees that he will not, without first giving the Employer not less than 21 days' previous notice in writing, exercise any rights it may have to terminate the Consultancy Agreement or to treat the same as having been as repudiated by the Contractor or to discontinue the performance of any duties to be performed by the Designer pursuant thereto. The Designer's right to terminate the Consultancy Agreement or to treat the same as having been repudiated or to discontinue the performance thereof shall cease if, within such period of notice and subject to Clause 4, the Employer shall give notice in writing to the Designer requiring the Designer to accept the instructions of the Employer or his appointee to the exclusion of the Contractor in respect of the carrying out and completion of the Contract Works upon the terms and conditions of the Consultancy Agreement.

4. Any notice given by the Employer under Clause 2 or 3 shall state that the Employer or his appointee accepts liability for payment of the fees payable to the Designer under the Consultancy Agreement and for performance of the Contractor's obligations under the Consultancy Agreement, including payment of any fees outstanding at the date of such notice.

5. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Designer being required.

6. All documents arising out of or in connection with this Warranty shall be served:
   (1) upon the Employer at [ ] marked for the attention of [ ];
   (2) upon the Designer at [ ].

7. The Employer and the Designer may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.

8. This Warranty shall be governed by and construed according to the laws for the time being in force in India.

9. (1) In the event that the Contract or the employment of the Contractor under the Contract is terminated for any reason whatsoever and if so requested by the Employer in writing within 21 days of such termination, the Designer shall carry out and complete his obligations under this Warranty and shall enter into a novation agreement with the Employer and the Contractor in which the Designer will undertake inter alia to perform the Design and be bound by its terms and conditions as if the Employer had originally been named as a contracting party in place of the Contractor. The said novation agreement will be in such form as the Employer may reasonably require.

   (2) In the event that the Employer does not require the Designer to enter into a novation agreement as required by Sub-clause 9 (1), the Designer shall have no claim whatsoever against the Employer for any damage, loss or expense howsoever arising out of or in connection with this Warranty.

   Except to the extent (if any) expressly permitted by the Consultancy Agreement, the Designer shall not sub-contract any of the Designer's obligations under the Consultancy Agreement without the prior written consent of the Engineer.

10. Without prejudice to its obligations under this Warranty, the Designer shall maintain with well established underwriters of repute and on terms and conditions reasonably acceptable to the Employer, professional indemnity insurance (as per sub-clause 18.5 of the Particular Conditions of Contract) in respect of the Designer and its sub-consultants for Indian Rupees Two Hundred Fifty Million (250,000,000 Rupees) in relation to his design of the Works for any one occurrence or series of occurrences arising out of any one event from the date of notification of acceptance until 3 years after Time of Completion of Defects Notification Period for the whole of works. The Designer shall immediately inform the Employer if for any reason professional indemnity insurance is not maintained in accordance with this Warranty or becomes void or unenforceable.

11. Insofar as the patent, copyright or other intellectual property rights in any Design Data (as defined in the Contract), plans, calculations, drawings, documents, materials, computer software, know-how and information relating to the Works shall be vested in the Designer, the Designer grants to the Employer his successors and assigns a royalty-free, non-exclusive and irrevocable license (carrying the right to grant sub-licenses) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, construction, reconstruction, completion, reinstatement, extension, repair and operation of the Works). To the extent beneficial ownership of any such patent, copyright or other intellectual property right is vested in anyone other than the Designer or the Contractor, the Designer shall use his best endeavors to procure that the beneficial owner

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thereof shall grant a like license to the Employer. Any such license granted shall not be determined if the Designer shall for any reason cease to be employed in connection with the Works.

12. (1) Any dispute or difference of any kind whatsoever between the Employer and the Designer arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with Clause 20 of GC "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and the Designer.

(2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an Arbitrator has not already been appointed, the Employer may by notice in writing to the Designer require and the Designer shall be deemed to have consented to the referral of such dispute or difference to the Arbitrator to whom the Contract Dispute has been or will be referred.

(3) Save as expressly otherwise provided, the Arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, statement of objection, determination, certificate, assessment or valuation by the Engineer or the Contractor, relating to the dispute or difference.

(4) This Warranty shall be governed by and construed according to the laws for the time being in force in India and the Designer agrees to submit to the jurisdiction of the courts of Delhi/New Delhi.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written.

THE COMMON SEAL of
[Designer]
was affixed hereto in
the presence of:-

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DISPUTE ADJUDICATION BOARD AGREEMENT
(Sub-Clause 20.2)

[for each member of a three-person DAB]

Name and details of Contract
Name and address of Employer
Name and address of Contractor
Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the "DAB" [and desire the Member to act as chairman of the DAB] to adjudicate a dispute which has arisen in relation to
*

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the "General Conditions of Dispute Adjudication Agreement", which is appended to the General Conditions of the "Conditions of Contract for Plant and Design-Build" First Edition 1999 published by the Federation Internationale des Ingenieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.

2. [Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any]

3. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid a daily fee of per day.

4. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.

5. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.

6. This dispute Adjudication Agreement shall be governed by the law of .

SIGNED by:	SIGNED by:	SIGNED by:_____
For and on behalf of	For and on behalf of	For and on behalf of
the Employer	the Contractor	the Member
in the presence of	in the presence of	in the presence of
Witness: Name: Address: Date:	Witness: Name: Address: Date:	Witness: Name: Address: Date:

[* A brief description or name of dispute to be added.]

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Form of Retention Money Guarantee
(Sub-Clause 14.3 c, 14.9)

Brief description of Contract:

Name and address of Beneficiary

Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan, Metro Station Building Complex,
New Delhi, India-110001

(whom the Contract defines as "the Employer").

We have been informed that _____ (hereinafter called the "Principal") is your Contractor under such Contract and wishes to receive early payment of [part of] the retention money, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (*name of bank)* _____ hereby irrevocably undertake to pay you, the Beneficiary / Employer, any sum or sums not exceeding in total the amount of _____ (the "Guaranteed Amount", say: _____) upon receipt by us of your demand in writing and your written statement stating:

a) that the Principal has failed to carry out his obligation(s) to rectify certain defect(s) for which he is responsible under the Contract, and

b) the nature of such defect(s).

c) That the Principal has failed to carry out his obligation(s) for which he is responsible under the Contract,

At any time, our liability under this guarantee shall not exceed the total amount of retention money released to the Principal by you, as evidenced by your notices issued under Sub-Clause 2.5 and 14.9 of the Conditions of the Contract with a copy being passed to us.

Any demand for payment must contain your signature(s) which must be authenticated by your Bankers. The authenticated demand and statement must be received by us at this office on or before (*the date 56 days after the expected expiry of the Defects Notification Period for the Works)* _____ (the "**Expiry Date**"), when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the Performance Certificate under the Contract has not been issued by the date 28 days prior to such Expiry Date. We undertake to pay you such Guaranteed Amount upon receipt by us, within such period 28 days, of your demand in writing and your written statement that the performance certificate has not been issued, for reasons attributable to the Principal, and that this guarantee has not been extended.

This guarantee shall be governed by the laws of Republic of India.

Date Signature(s)

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Form of Insurance Requirements
[Sub Clause- 18]

Insurance to be taken by the Contractor

In accordance with the provision of GC Clause 18, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Insurance of Works and Contractor's equipments-

In accordance with the provision of sub clause 18.2 contractor shall insure to cover loss or damage to works, plants, materials and contractor's documents occurring prior to completion of the facility until the date of issue of the performance certificate.

Amount (in currency (ies)	Deductible limits ((in currency (ies)	Parties insured (names)	From (Place)	To (Place)
Full replacement cost (INR)	-	Contractor and Employer	Commencement Date	Issue of Taking Over Certificate

(b) Insurance against Injuries to Person and Damage to property
Covering any loss, damage, death or bodily injuries which may occur to any physical property or to any person covering loss and damage to Employers property and Employer's personal.

Amount (in currency (ies)	Deductible limits ((in currency (ies)	Parties insured (names)	From (Place)	To (Place)
100 million INR for any one occurrence	-	Contractor and Employer	Commencement Date	Issue of Performance certificate

(c) Automobile liability Insurance

Covering use of all vehicles used by the contractors or its subcontractors (whether or not owned by them) in connection with the design, construction testing and commissioning of the facilities under the contract in accordance with statutory requirements.

(d) Workers' Compensation
In accordance with the statutory requirements applicable in any country where the facilities or any part thereof is executed.

(e) Professional Indemnity Insurance-

To cover professional negligence in the design of the Works.

Amount (in currency (ies)	Deductible limits ((in currency (ies)	Parties insured (names)	From (Place)	To (Place)
250 million INR	-	Contractor and Employer	Commencement Date	3 year beyond Defect Notification Period.