

DMICDC

Delhi-Mumbai Industrial Corridor Development Corporation

National Competitive Bidding (NCB)

CONSULTANCY SERVICES FOR

Preparation of Detailed Project Report and Construction Supervision of Rail Flyover from Dadri Junction Station of DFCCIL to the proposed Freight Village at Dadri, Greater Noida under Delhi-Mumbai Industrial Corridor (DMIC) Project

Request for Proposal (RfP)

2020

Delhi - Mumbai Industrial Corridor Development Corporation Limited
(DMICDC)

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DMICDC
Delhi Mumbai Industrial Corridor Development Corporation Limited
NATIONAL COMPETITIVE BIDDING (NCB)

Preparation of Detailed Project Report and Construction Supervision of Rail Flyover from Dadri Junction Station of DFCCIL to the proposed Freight Village at Dadri, Greater Noida under Delhi-Mumbai Industrial Corridor (DMIC) Project

(Ref No: DMIC/2020/01/001)

The Government of India is developing Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,504 km. Further, DMIC Integrated Industrial Township Greater Noida Limited, a special purpose company was incorporated to implement the Freight Village Project at Dadri, Greater Noida.

Online tenders through e-procurement are invited by Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) from interested bidders for Preparation of Detailed Project Report and Construction Supervision of Rail Flyover from Dadri Junction Station of DFCCIL to the proposed Freight Village Project at Dadri, Greater Noida under Delhi-Mumbai Industrial Corridor (DMIC) Project. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in RfP document uploaded on the website: www.dmicdc.com or from Central Public Procurement Portal (<http://eprocure.gov.in>).

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8th Floor, Tower-1, LIC, Jeevan Bharti Building,

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Disclaimer

1. This RFP document is neither an agreement nor an offer by the Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. DMICDC does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DMICDC to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by DMICDC in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DMICDC will not have any liability to any prospective Consultancy Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DMICDC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. DMICDC will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFP.
4. DMICDC will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DMICDC is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the consultancy and DMICDC reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. DMICDC also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DMICDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. DMICDC reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP / amended RFP will be made available on the website of DMICDC.

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Section 1. Letter of Invitation

New Delhi

Date: 03rd February, 2020

1. Introduction

The Government of India has envisaged the development of Delhi Mumbai Industrial Corridor (DMIC) along the alignment of proposed Multi-modal High Axle Load Dedicated Freight Corridor between Delhi and Mumbai, covering an overall length of 1,504 km. The DMIC envisages the development of seven cites / nodes across six states including Gujarat, Maharashtra, Haryana, Rajasthan, Madhya Pradesh and Uttar Pradesh.

Further, the Delhi Mumbai Industrial Corridor Development Corporation Limited (DMICDC) a special purpose company was incorporated to establish, promote and facilitate the development of Delhi Mumbai Industrial Corridor Project. DMICDC works with the respective State Governments for undertaking various project development activities including but not limited to feasibility studies, preparation of master plans and development plans. The State Government(s) have nominated a nodal agency for supporting DMIC Project. A Special Purpose Vehicle at the Project level (the “Nodal SPV” or “SPV”) has been incorporated between Central and State Government for implementation of the Freight Village Project at Dadri, Greater Noida i.e. DMIC Integrated Industrial Township Greater Noida Limited (DMIC IITGNL).

2. Objectives

The objective of this RFP is to engage a consultant for **Preparation of Detailed Project Report and Construction Supervision of Rail Flyover from Dadri Station of DFCCIL to the proposed Freight Village at Dadri, Greater Noida under Delhi-Mumbai Industrial Corridor (DMIC) Project.**

3. A Consultant will be selected under Least Cost Based Selection (LCBS) and procedures described in this RFP.

4. The RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Consultants

SECTION 3: Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard forms of Contract

All clarifications/ corrigenda will be published only on the Client's website. The official website for accessing the information related to this RFP is: <http://eprocure.gov.in> and www.dmicdc.com (the “Official Website”).

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Note: From the “Home” page access the “Tenders” section to access all the uploaded documents related to this RFP.

Yours sincerely

**CEO & MD
DMICDC**

Section 2. Instructions to Consultants

2.1 Introduction

- 2.1.1 The Client named in the data sheet will select a consulting firm/ organisation (the Consultant), in accordance with the method of selection specified in the data sheet. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by Client through the selection process specified in this RFP (the "Selection Process"). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that Client's decisions are without any right of appeal whatsoever.
- 2.1.2 **The Applicants shall submit the proposals online through Central Public Procurement Portal i.e. www.eprocure.gov.in The details of the enrolment process which shall be followed by the applicants and process of preparation and submission of bid proposals is enclosed at "Annexure-B". Bid proposals received in the manual form at the client's address will not be accepted.**
- 2.1.3 The term "Applicant" refers to a single entity to execute the assignment. The Proposal will form the basis for contract signing with the selected Consultant. The Consultant shall carry out the preparation of DPR and prepare tender documents for selection of contractor and review the contractors' detailed designs of works in the project area in accordance with the Terms of Reference of this RFP (the "TOR").
- 2.1.4 **The Applicant shall submit the Proposal in the form and manner specified in this RFP. Online submission of proposals must reach DMICDC office as per the date and time mentioned in this document. It is the responsibility of the Bidder to submit the bid before the last date and time on the online portal, and DMICDC shall not be responsible for any delay due to any of the technical/server issues.**
- 2.1.5 The Proposal shall be submitted as per the forms given in relevant sections herewith. Upon selection, the Applicant shall be required to enter into a contract with the Client in the form specified in this RFP (the "Contract").
- 2.1.6 Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposals.
- 2.1.7 The Client will timely provide, at no cost to the Consultants, the inputs and facilities required to carry out the services, and provide relevant project data and reports related to the Assignment available with the Client. However, for avoidance of doubt, it is hereby clarified that the aforesaid data/ information provided under the RFP or to be provided later, is only indicative and solely for the purposes of rendering assistance to the Applicants towards preparation of their Proposals. The Applicants are hereby advised to undertake their own due diligence (to their complete satisfaction) before placing reliance on any such data/information furnished or to be provided later by the Client and/ or any of his consultants.
- 2.1.8 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Proposal. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Applicants.
- 2.1.9 Client requires that the Consultant provides professional, objective, and impartial advice and at all times hold Client's interests' paramount, avoid conflicts with other assignments or its own

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interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of Client and the Project.

2.1.10 It is the Client's policy to require that the Consultants observe the highest standard of ethics during the Selection Process and execution of such contracts. In pursuance of this policy, the Client:

1. defines, for the purposes of this provision, the terms set forth below as follows:
 - a) "Corrupt practice" means the offering, giving, receiving, or soliciting anything of value to influence the action of officials in the Selection Process or in contract execution; and
 - b) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to the Client, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Client of the benefits of free and open competition.
2. will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for the contract in question;
3. will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

2.1.11 It is required to follow the highest level of work ethics. If any applicant has a Conflict of Interest or indulge in "Prohibited Practices"; the applicant is liable to be disqualified. Further, in the event any entity has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid during the last 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, it would not be eligible to submit a Proposal.

2.1.12 Arbitration: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi - India and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

2.1.13 Termination of Contract: Client will have the right to terminate the contract by giving 30 (thirty) days written notice. In the event of termination for no fault of Consultant, the Client will reimburse all the expenses incurred by the Consultant (upon submission of proof) including closing-up of the project. If the contract is terminated due to the fault of the Consultant or in case of termination of the contract by the Consultant for reasons not attributable to the Client, the Client will forfeit the performance security of the Consultant.

2.1.14 Details related to timelines and submission of deliverables at each stage is given in the TOR.

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2.1.15 The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the “PDD”).

2.1.16 Brief Description of the Selection Process: The Client has adopted a two stage selection process (collectively the “Selection Process”) for evaluating the Proposals. The Bids shall comprise of two parts namely the Technical and Financial Proposals. The Technical Proposal shall be submitted online titled Request for Proposal (RFP) along with the processing fee and bid security in the relevant section. The Financial Proposal shall also be submitted online in the relevant section. The submissions for Technical Proposal shall be evaluated first as specified in this RFP. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared. Only the Financial Proposals of technically qualified Applicants will be opened. Proposals will finally be ranked according to the least cost method. The Applicant with the least cost (the –Selected Applicant) shall be invited for Negotiations while the second ranked Applicant will be kept in reserve.

2.1.17 Number of Proposals: No Applicant shall submit more than one Application for the Consultancy.

2.1.18 Visit to the Client and Verification of Information: Applicants are encouraged to submit their respective Proposals after visiting the office of the Client or its delegates as the case may be, and ascertaining for themselves the availability of documents and other data with the Client, Applicable Laws and regulations or any other matter considered relevant by them.

2.1.19 Right to reject any or all Proposals:

1. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
2. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a) at any time, a material misrepresentation is made or discovered, or
 - b) the Applicant does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
3. Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the Client reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.

2.1.20 Acknowledgement by Applicant

1. It shall be deemed that by submitting the Proposal, the Applicant has:
 - a) made a complete and careful examination of the RFP;
 - b) received all relevant information requested from the Client;
 - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.

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2. The Client and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.1.21 RFP Processing Fee: The RFP submissions shall be accompanied by a Bank Draft of INR 1,00,000.00 (Indian Rupees One Lakh only) plus GST @18% in favour of “Delhi Mumbai Industrial Corridor Development Corporation Limited”, payable at New Delhi, India, as a non-refundable RFP processing fee (the “RFP Processing Fee”). Proposals unaccompanied with the aforesaid RFP Processing Fee shall be liable to be rejected by the Client. The scanned copy of the processing fee shall be submitted online at the time of submission of bid proposals. The hard copy of the processing in the form of Bank Draft shall be submitted at the Client’s office before last date of submission of proposals. Applicants whose processing fee is not received by the Client before the last date of submission, their proposals will be rejected.

2.1.22 Project Office: Consultant is advised to have their main Project Office at Delhi/Delhi NCR/Greater Noida.

2.2 Clarification and amendment of RFP documents

2.2.1 Consultants may seek clarification on this RFP document, within a week of the date of issue of this RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file)/ fax to the Client’s office addressed to:

**CEO & Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place
New Delhi-110001**

The Client will endeavour to respond to the queries not later than 2 (two) weeks prior to the Proposal Due Date. The responses will be sent by fax or e-mail. The Client will post the reply to all such queries on Central Public Procurement Portal and on DMICDC website.

2.2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted on Central Public Procurement Portal and DMICDC’s Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may at its discretion extend the Proposal Due Date.

2.2.3 Date of pre-bid meeting and venue is mentioned in data sheet. Applicants willing to attend the pre-bid should inform client beforehand in writing and email. The maximum no. of participants from an applicant, who chose to attend the pre-bid meeting, shall not be more than two per applicant. The representatives attending the pre-bid meeting shall accompany with an authority letter duly signed by the authorised signatory of his/her organisation.

2.3 Clarification and/ or interpretation of reports

After submission of the final reports of each phase by the Consultant, to the satisfaction of the Client or State Nodal Agency, if clarifications are required or doubt arises as to the interpretation of anything included in the reports, consultant shall, on receipt of written request form the Client

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or State Nodal Agency, furnish such clarification to the satisfaction of Client or State Nodal Agency within five (05) working days without any extra charge.

2.4 Ownership of document and copyright

All the study outputs including primary data shall be compiled, classified and submitted by the Consultants to the Client in hard and soft copies in addition to the requirements for the reports and deliverables indicated in the TOR. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these terms of reference without the permission of the Client.

2.5 Bid security

2.5.1 A bid security in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of 'Delhi Mumbai Industrial Corridor Development Corporation Limited', valid for 180 (one hundred and eighty) days from the PDD, payable at New Delhi, for the sum of Rs 10,00,000/- (Rupees Ten Lakh Only) shall be required to be submitted by each Applicant ("Bid Security").

2.5.2 The scanned copy of the bid security shall be submitted online at the time of submission of bid proposals. The hard copy of the bid security in the form of Bank Guarantee shall be submitted at the Client's office before last date of submission of proposals. Applicants whose bid security is not received by the Client before the last date of submission, their proposals will be rejected.

2.5.3 Client will not be liable to pay any interest on bid security deposits. Bid security of unsuccessful Applicants shall be returned, without any interest, within two months after signing the contract with the Selected Applicant or when the selection process is cancelled by Client. The Selected Applicant's Bid Security shall be returned, without any interest upon the Applicant signing the contract and furnishing the Performance Security in accordance with provision of the RFP and contract.

2.5.4 Client will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to Client in regard to the RFP without prejudice to Client's any other right or remedy under the following conditions:

1. If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
2. If any Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time,
3. In the case of the Selected Applicant, if the Selected Applicant fails to sign the contract or provide the Performance Security within the specified time limit, or
4. If the Applicant commits any breach of terms of this RFP or is found to have made a false representation to Client.

2.5.5 Performance Security equivalent to the amount indicated in this RFP shall be furnished before signing of the contract in the form of a Bank Guarantee in the format specified in RFP document.

For the successful bidder the Performance Security shall be retained by Client until the completion of the assignment by the Consultant and be released 180 (One Hundred Eighty) days after the completion of the assignment.

2.6 Eligibility of applicants

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- 2.6.1 The Applicant for participation in the Selection Process, will be a single entity to execute the Assignment.
- 2.6.2 An Applicant may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or a body corporate incorporated under the applicable laws of its origin.
- 2.6.3 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client will forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, the time, cost and effort of the Client including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Client hereunder or otherwise.
- 2.6.4 An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
1. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Client for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 2. a firm which has been engaged by the Client to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as per provisions of this RFP , conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
 3. the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5 percent of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.
 4. For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

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- 2.6.5 An Applicant eventually appointed to provide Consultancy for this Assignment/ Project, and its Associates, shall be disqualified from subsequently providing consultancy and/or goods, works, services etc. related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (two) years from the completion of this Assignment. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5 percent of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.
- 2.6.6 Any entity which has been barred or blacklisted by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project during the past 5 (Five) years, and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.6.7 An Applicant or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

2.7 Preparation of proposal

- 2.7.1 Consultants are requested to submit their Proposal online only and in English language and strictly in the formats provided in this RFP. The Client will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.7.2 In preparing their Proposal, Consultants are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 2.7.3 Technical Proposal: While preparing the Technical Proposal, Consultants must give particular attention to the following:
1. The team proposed shall be permanent full-time employees of the firm.
 2. Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. The Client reserves the right to request a workload projection (including time spent on other projects/clients) for the key staff.
 3. The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 4. The key personnel shall remain available for the period as indicated in the RFP.
 5. Client certifications for the projects listed under the experience section. The certifications must confirm the project attributes (size, fee, duration etc) and the scope of work on the projects.
 6. The personnel proposed should possess good working knowledge of English Language.
 7. No key personnel involved should have attained the age of 70 (seventy) years at the time of submitting the proposal. The client reserves the right to ask for proof of age, qualification and experience at any stage of the project.
 8. The technical proposal must not include any financial information.
- 2.7.4 Failure to comply with the requirements spelt out above shall lead to the rejection of Proposal.

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- 2.7.5 Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the “Authorised Representative”) as detailed below:
1. by the proprietor in case of a proprietary firm;
 2. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 3. by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
 4. Power of Attorney, for the Authorised Representative.
- 2.7.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.7.7 Power of Attorney for authorised representative shall be furnished as per the formats available in the RFP.
- 2.7.8 Experience of sub-consultant will not be considered while evaluating the bid.
- 2.7.9 The Technical Proposal should provide the following information using the attached Standard Forms.
1. The consultant shall make the assessment of support personnel both technical and administrative to undertake the Assignment. Additional support and administrative staff shall be provided as needed for the timely completion of the Assignment within the total estimated cost. Consultant should provide time estimates of key staff as well as support staff in the staffing schedule. It is stressed that the time period for the Assignment indicated in the TOR should be strictly adhered to.
- 2.7.10 Financial proposal: While preparing the Financial Proposal, Consultants are expected to take into account the various requirements and conditions stipulated in this RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Consultant shall ensure the following:
1. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 2. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the draft contract, levies and other impositions applicable under the

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prevailing law on the Consultants, sub-consultants and their staff. For the avoidance of doubt, it is clarified that all taxes, excluding service tax, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Consultant shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

- 2.7.11 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
- 2.7.12 The financial Proposal shall be divided into professional fee to be sub divided into fee for preparation of DPR and fee for construction supervision and out of pocket expenses as per forms prescribed in this RFP. The break-up of remunerations and out of pocket expenses should match the total cost of Financial Proposal.
- 2.7.13 Consultants shall express the price of their services (including break down of their costs) in Indian Rupees.
- 2.7.14 The Consultants may be subjected to local taxes (such as GST, social charges or income taxes on non-resident foreign personnel, duties, fees, levies etc) on amounts payable by the Client under the Contract. Consultants must do their due diligence about the tax implications and Client will not be liable for any incident.
- 2.7.15 The Proposals must remain valid for a period as specified in the Data Sheet. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete contract signing within this period. If the Client wishes to extend the validity period of the proposals, it may ask the consultants to extend the validity of their proposals for a stated period. Consultants, who do not agree, have the right not to extend the validity of their proposals.

2.8 Submission, receipt and opening of proposals

- 2.8.1 The Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- 2.8.2 The Authorised Representative of the Applicant should initial all pages of Pre-Qualification, Technical and Financial proposal. The Authorised Representative's authorisation should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.
- 2.8.3 The Applicant shall submit the proposals online at the Central Public Procurement Portal. Proposals submitted at the client's address manually will be rejected.
- 2.8.4 Proposal submissions:

Particulars	Content	Forms	Remarks
RFP Proposal	Technical Proposal including Processing Fee Bid Security	Form: 3A, 3B, 3C, 3D, 3E, 3F	<ul style="list-style-type: none"> Processing fee and Bid security in original should be submitted at the client address before the last date and time of submission. The original Power of Attorney for the Authorised Representative shall also be submitted at the official address along with the processing fee and bid security before the last date and time of submission. The scan copies of the same shall be submitted online in the relevant sections of the

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			proposal.
Financial Proposal	Financial proposal	Form: 4A, 4B, 4C, 4D, 4E	

- 2.8.5 Any Proposal received after the closing time for submission of Proposals will not be accepted.
- 2.8.6 After the Proposal submission until the contract is awarded, if any Consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the Client during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

2.9 Proposal evaluation

- 2.9.1 As part of the evaluation, the Technical Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Technical Proposals which are found to be responsive would be evaluated in accordance with the criteria set out in this RFQ cum RFP document.
- 2.9.2 Prior to evaluation of Proposals, the Client will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFP Stage

Technical Proposal

1. The Proposal is received in the form specified in this RFP;
2. it is received by the Proposal Due Date including any extension thereof in terms hereof;
3. It is accompanied by the Processing Fee and bid security as specified in this RFP;
4. It is signed and marked as stipulated in this RFP;
5. It is accompanied by Power of Attorney, for the Authorised Representative;
6. It does not contain any condition or qualification; and
7. It is not non-responsive in terms hereof.

Financial Proposal

1. The Financial Proposal is received in the form specified in this RFP;
2. It is signed and and marked as stipulated in this RFP;
3. It does not contain any condition or qualification; and
4. It is not non-responsive in terms hereof.

The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such Proposals. However, client reserves the right to seek clarifications from the applicant during the evaluation process. The Client will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

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2.9.3 As part of the evaluation, the Proposals submitted should fulfil the Qualification Criteria. In case an Applicant does not fulfil the Qualification Criteria, the Financial Proposal of such an Applicant will not be opened and evaluated further.

2.9.4 Qualification Criteria:

S. No	Minimum Qualification Criteria	No. of Projects/ Remarks
a.	Companies under Ministry of Railways/Shipping which have the requisite experience & expertise for undertaking the said work involving Preparation of Feasibility Studies/DPRs/Civil/Track works, Bridges, Electrification and Signaling etc. are only eligible to bid.	Requisite certificate of Incorporation/ Agreements/ Copy of Relevant orders etc. needs to be attached to supplement the criteria
b.	Experience of Preparation of Detailed Project Report (DPR) for rail sidings/rail lines etc. for minimum 5 kms	3
c.	Experience of Construction Supervision/PMC for railway projects like up gradation of rail lines, railway yards, Rail Over Bridges etc. The minimum project cost should be Rs. 100 crore.	3
Projects 'b' and 'c' shall be collectively referred to as "Eligible Projects". For Eligible Projects, ongoing projects completed to 70 percent can be considered. For 'b', and 'c', a single project can qualify for both categories. In that event, it will be counted as one project separately for each category; however, a maximum of one such project shall be admissible.		

2.9.5 The Client will notify the Applicants who pass the qualifying criteria, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, facsimile, or electronic mail.

2.9.6 The Financial Proposals will be opened publicly in the presence of Applicants' representatives who choose to attend. The name of the Applicants and the proposed prices will be read aloud and recorded when the Financial Proposals are opened.

2.9.7 Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

2.9.8 The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs.

The Applicant submitting the lowest financial proposals (L1) complete in all respects will be considered to be the successful Applicant and will be invited for contract signing (the "Successful Applicant").

2.10 Correction of Errors

The Financial Bids will be checked by the Client (DMICDC) for any arithmetic errors. Errors will be corrected by the Client (DMICDC) as follows:

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- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) Whenever there is a difference between the Financial Quote (as submitted by the Applicant) and the corrected value (after arithmetic verification), the lower of the two values will prevail.

2.11 Negotiation

2.11.1 The Selected Applicant may, if necessary be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such a deployment of Key Personnel, their eligibility etc., understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

2.12 Award of contract

2.12.1 After selection, a Letter of Award (the "LOA") will be issued, in duplicate, by the Client to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Applicant is not received by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Successful Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

2.12.2 Performance Security: Performance Security equivalent to 5 (five) percent of the total cost of Financial Proposal shall be furnished from a nationalised/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee in the format specified at Annexure of the contract. For the successful bidder the Performance Security will be retained by Client until the completion of the assignment by the Consultant and will be released 180 (One Hundred Eighty) Days after the completion of the assignment.

2.12.3 Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Applicant, it shall execute the Agreement within 30 (thirty) days from the date of issue of LOA. The Successful Applicant shall not be entitled to seek any deviation in the Agreement

2.12.4 Commencement of Assignment: The Successful Applicant/ Consultant is expected to commence the Assignment on the date of Commencement of Services as prescribed in the General Conditions of Contract. If the Successful Applicant fails to either sign the Agreement or commence the assignment as specified herein, the Client may invite the second ranked Applicant for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Applicant shall be liable to be forfeited by the Client.

2.13 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

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2.14 Fraud and corrupt practices

- 2.14.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, in regard to the RFP , including consideration and evaluation of such Applicant’s Proposal.
- 2.14.2 Without prejudice to the rights of the Client under this Clause, hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 2.14.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
1. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;
 2. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 3. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 4. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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5. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.15 Pre-Bid meeting

- 2.15.1 Pre-Bid Meeting of the Applicants will be convened at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorisation letter from the Applicant.
- 2.15.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the Client. The Client will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

2.16 Miscellaneous

- 2.16.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 2.16.2 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
1. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 2. Consult with any Applicant in order to receive clarification or further information;
 3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Applicant; and/or
 4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 2.16.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 2.16.4 All documents and other information provided by Client or submitted by an Applicant to Client shall remain or become the property of Client. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. Client will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to Client in relation to the consultancy shall be the property of Client.
- 2.16.5 The Client reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

2.17 Tentative schedule for selection process

The Client will endeavour to follow the following schedule:

Date of issue of RFP	03 rd February 2020
Last date for receiving queries/requests for clarifications	14 th February 2020
Pre-bid meeting	17 th February 2020

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Client's response to queries/requests for clarifications	21 st February 2020
Proposal Due Date	16 th March 2020

2.17.1 Data sheet

Reference	Description
Section 1, Point 1	<p>The main objective of this assignment is to appoint a consultant for Preparation of Detailed Project Report and Construction Supervision of Rail Rail Flyover from Dadri Station of DFCCIL to the proposed Freight Village at Dadri, Greater Noida under Delhi-Mumbai Industrial Corridor (DMIC) Project. The detailed descriptions of services are mentioned in the Terms of Reference.</p> <p>Applicants who wish to participate in online bidding will have to procure digital certificate as per IT Act, 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.</p>
Section 1, Point 3	The method of selection is Least Cost Based Selection (LCBS).
2.1.1	The name of Client is: "Delhi Mumbai Industrial Corridor Development Corporation Limited".
2.1.15	The proposal of the consultant shall be valid for 180 (one hundred and eighty) days from the Proposal Due Date.
2.2	<p>Clarification must be requested on or before 14th February 2020. Applicants shall share the MS Word file in soft copy of pre-bid queries at the time of requesting clarifications. The address for requesting clarification is:</p> <p>CEO & Managing Director, Delhi Mumbai Industrial Corridor Development Corporation Limited, 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001, India</p>
2.2.3	Date & Time of pre bid meeting - 17th February 2020 at 11.00 am, at the Official Address.
2.7.6	<p>The last date of submission of Proposal is 16th March 2020 before 3:00 pm (IST). The address for submission of Proposal is,</p> <p>CEO & Managing Director, Delhi Mumbai Industrial Corridor Development Corporation Limited, 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi-110001, India</p>
2.8.3	<p>Consultants must submit:</p> <ul style="list-style-type: none"> • Technical proposal • Financial proposal
2.9.9	The consultant to state cost in Indian Rupees only.
Section 5, 5.5.2	Duration of project: 3 years with an option to extend the consultancy assignment with mutual consent of both the client and consultant.

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6.4.4a	The extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price. The client will be provided by the consultant with particulars (name, financial and technical back ground, excluding prices) of sub consultants.
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Required experience and expertise of Key personnel/ staff

2.17.2 List of minimum key personnel/ staff

S.No.	Position	Minimum years of professional experience	Specific expertise
1.	Team Leader	15	<p>The team leader should be a Graduate in Engineering/ Planning with Post graduate in Management with an extensive and varied experience in handling large scale projects.</p> <p>Minimum of total 15 years of experience in Infrastructure projects.</p> <p>Lead the team in advising Central or State Governments in at least 5 project/ program management related to large infrastructure projects of similar nature.</p>
2.	Railways cum Logistics Expert	10	<p>Should be Post Graduate degree in Transportation Planning/Engineering from a reputed institute. Minimum of total 10 years of experience in large infrastructure projects/ program with expertise in traffic and transport studies is required.</p> <p>Experience of at least 3 infrastructure projects/ program related to preparing transportation plan/feasibility studies related to railways and integrated development projects like rail-linked logistics parks/ Free Trade and Warehousing Zone/ICDs etc.</p> <p>The experience in planning of logistics components, infrastructure, equipments and various types of operations inside logistics hub is also necessary.</p>
3.	Financial Expert	10	<p>Should be Chartered Accountant or an MBA (Finance) or equivalent with relevant experience of Financial Analysis/ financial structuring /appraisal of similar infrastructure project.</p> <p>Minimum 10 years of experience in Infrastructure Projects.</p> <p>Experience of at least 3 infrastructure projects/ program of similar nature in the field of Infrastructure Finance and PPP Projects.</p> <p>Experience in advising/Consulting Multilateral /bilateral funding Institutions will be an added advantage.</p>

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S.No.	Position	Minimum years of professional experience	Specific expertise
4.	Urban Planner	10	Should be Post Graduate degree in urban planning or equivalent Minimum of total 10 years of experience in planning and design of Infrastructure projects with at least 3 infrastructure projects related to Industrial park/logistics parks/ Free Trade and Warehousing Zone, SEZ, industrial estates etc.
5.	Industry Analyst cum Market Expert	10	Should be Post Graduate degree in Management/Economics. Minimum of total 10 years of experience in Infrastructure projects. Experience of working on market analysis and product mix and all the surveys associated with the above for at least 2 infrastructure projects/ program related to Industrial park/logistics parks/ Free Trade and Warehousing Zone, SEZ, industrial estates etc. Also, relevant experience is required in working on econometric analysis and estimating econometric IRR for large scale planning of civil and logistics infrastructure projects.
6.	Civil Engineer	10	Graduate in Civil Engineering with Masters in Structural Engineering. Hands on experience in design of civil structures like for railway projects especially.

The eligibility of the above highlighted experts would be examined during the award of the contract. As part of the Clause 2.12, negotiations shall happen regarding deployment of Key Personnel, their eligibility etc., understanding of the Scope of Work, methodology and quality of the work plan shall be discussed during the negotiations. In case, the Selected Applicant fails to reconfirm its commitment, the Client reserve the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

The above list of key experts is only indicative in nature and consultants are free to make their own estimates for the requirement of the key personnel required for completion of the assignment.

Section 3. Technical Proposal – Standard Forms

- Form 3A: Technical Proposal Submission Form
- Form 3B: Format for Technical Proposal (Eligible Projects)
- Form 3C: Format for Power of Attorney for Authorised representative
- Form 3D: Format of Bank Guarantee for Bid Security

Form 3A: Technical Proposal Submission Form

[Location, Date]

To
CEO & Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi-110001, India

RFP dated [date] for selection of consultant for [name of assignment]

Dear Sir,

With reference to your RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [sole applicant/ JV/Consortium] [with] [insert a list with full name and address of each Joint Venture Consultant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

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

Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:

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- a) We have examined and have no reservations to the RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants.
 8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFP .
 10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
 11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Consultant or in connection with the selection process itself in respect of the above-mentioned Project.
 12. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall we have any claim or right of whatsoever nature if the consultancy for the Project is not awarded to us or our proposal is not opened or rejected.
 13. In the event of our being selected as the Consultant, we agree to enter into a Contract in accordance with the contract prescribed in the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 14. We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by Client or in respect of any matter arising out of or concerning or relating to the selection process including the award of consultancy.

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15. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
16. We agree and undertake to abide by all the terms and conditions of the RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Applicant/Member in Charge)

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Form 3B: Format for Technical Proposal (Eligible Projects)

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within a JV for carrying out consulting services similar to the ones requested under this assignment.]

- PROJECTS EXPERIENCE WITHOUT THE CLIENT CERTIFICATE WILL NOT BE EVALUATED.
- For Eligible Projects, ongoing projects completed to 70 percent can be considered.

Assignment Name and project cost:	Approx. value of the contract (in INR in Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff – months provided by associated Consultants:
Name of Lead Partner:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, If any:	
Narrative Description of Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Firm's Name:

Authorized Signature:

Note: For the purpose of evaluation of Applicants INR 70.0 (INR Seventy only) per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date 60 (sixty) days prior to the proposal due date and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Please limit the description of the project to four (04) single sided pages (two double sided pages) A4 size sheet of paper. Descriptions exceeding two A4 size sheet of paper shall not be considered for evaluation.

Form 3C: Format for Power of Attorney for Authorised representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as consultant for [name of assignment], to be developed by Delhi Mumbai Industrial Corridor Development Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of witness]

Accepted

Signature]

[Name]

[Designation]

[Address]

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Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3D: Format of Bank Guarantee for Bid Security

BG No.

Date:

1. In consideration of you, **Delhi-Mumbai Industrial Corridor Development Corporation Limited**, a company incorporated under the Companies Act, 1956, having its registered office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building New Delhi – 110001 (hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, a company registered under the Companies Act, 1956 and having its registered office at [registered address of company], (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Consultant for [name of assignment] (hereinafter referred to as the “Consultancy”) pursuant to the RFP Document dated [date] issued in respect of the Consultancy and other related documents including without limitation the draft contract for consultancy services (hereinafter collectively referred to as “RFP Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our

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liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

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12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Section 4. Financial Proposal – Standard Forms

- Form 4A: Financial Proposal Submission Form
- Form 4B: Summary of Costs
- Form 4C: Breakdown of Costs
- Form 4D: Breakdown of Remuneration Of key staff
- Form 4E: Breakdown of Out of Pocket Expenses

Form 4A: Financial Proposal Submission Form

[Location]

[Date]

To

CEO & Managing Director,
Delhi Mumbai Industrial Corridor Development Corporation Limited,
8th Floor, Tower-1, LIC, Jeevan Bharti Building,
Connaught Place, New Delhi-110001, India
India

Dear Sir,

Subject: Consultancy Services for [name of assignment].

We, the undersigned, offer to provide the consulting services for [name of assignment] in accordance with your Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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Form 4B: Summary of Costs

Item	Amount in words	Amount in figures Cost (INR)
Costs of Financial Proposal (including all other taxes)		
GST		
Total cost of Financial Proposal (including GST)		

GST would be payable at the applicable rates as may be in force from time to time.

Form 4C: Breakdown of Costs

Cost Component	Amount in words (INR)	Amount in figures (INR)
Cost towards preparation of DPR		
Cost towards Construction Supervision till the completion of the project		
Out of pocket expenses		
Cost of financial proposal		

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Form 4D Breakdown of Remuneration

Name	Position	Staff-month Rate	Input (Staff-months)	Amount (in Indian Rupees)
Key Staff				
Support Staff				
			Total Costs	

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Form 4E Out of Pocket Expenses

SN	Description	Unit	Unit cost	Quantity	Amount (INR)
	Per diem allowances (including board and lodging)	Day			
	Air Travel	Trip			
	Local travel expenses	Day			
	Total				

Section 5. Terms of Reference

Background

Delhi Mumbai Industrial Corridor Development Corporation Ltd. (DMICDC) is developing Multi Modal Logistics Hub (MMLH) Project also known as Freight Village (FV) at Dadri, Greater Noida in Uttar Pradesh. The activities related to preparation of feasibility study, master plan along with broad cost estimates for the internal trunk infrastructure components have been completed.

The project of MMLH (~745 acres) and MMTH combined has a proposed area of ~1208 acres out of which ~1000 acres is already in possession of GNIDA. Further ~100 acres land required for the proposed rail flyover is also under process of purchase by GNIDA out of which more than 50% is already in possession of GNIDA.

The MMLH project is proposed to be implemented in two parts which are as follows:

- Part A: Railway infrastructure such as rail flyover & sidings:
 - Preparation of DPR and EPC packages along with appointment of EPC contractor.
 - Construction supervision for Railway works (including internal railway works).
- Part B: Internal Trunk Infrastructure:
 - Preparation of EPC packages and appointment of EPC Contractor.
 - Construction supervision for Internal Trunk (Non-railway) Infrastructure.

Further, the proposed site for the MMLH at Dadri, Greater Noida will have connectivity on one side from up line of DFC Dadri Junction Station proposed at the congruence of Western and Eastern DFC alignment in Dadri, Greater Noida. DFC Dadri Junction Station is located at a distance of about 05 kms from the proposed site and is proposed to be connected vide a rail flyover crossing the existing Indian Railway Delhi-Howrah line and the proposed Eastern DFC Rail Flyover. The proposed siding takes off from the Dadri Junction Station and then this Rail Flyover runs continuously crossing the existing Indian Railway Delhi-Howrah line and the proposed Eastern DFC Rail Flyover and landing upto MMLH boundary and then enters into MMLH yard. For outgoing traffic toward Dadri end, same Rail Flyover from MMLH yard to Dadri DFC station will be used. This return alignment is same and meets in Dadri Junction DFC station. DFCCIL has already provided its concurrence on the alignment of the Rail Flyover from WDFC yard to the proposed Freight Village Project. As the rail corridor is on the electrified territory, the proposed rail connection will also be provided with electric traction.

Map of the project and its rail siding facility is enclosed at **“Annexure-C”**.

5.1 Aim and objectives of the assignment

The objectives of the assignment are:

1. To study the existing reports available for the project specifically with regard to traffic related data.
2. To update the traffic figures.
3. To review the concept plan/ESP available for the Rail Flyover.
4. To prepare the Detailed Project Report (DPR) and Operation Plan for the Rail Infrastructure for the proposed project.
5. To seek all necessary approvals/sign offs from DFCCIL/Ministry of Railways/Govt. of Uttar Pradesh and/or any other stakeholder so as to finalize the DPR and the operation plan for the working of the

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rail infrastructure.

6. To prepare and finalize the EPC tender documents for implementation of Rail Flyover and Internal Rail Infrastructure.
7. To appoint the EPC Contractor and carry out the entire bid process management.
8. Construction supervision of the EPC contractor appointed for implementation of Rail Flyover.
9. The consultant shall also provide necessary information and prepare documents as per the formats provided by DMICDC for budgetary approvals and fund allocation for project implementation.

5.2 Detailed Scope of Services regarding DPR preparation

1. Site Analysis:

The site analysis will be done on topography survey of the area and physical site attributes for internal as well as external connectivity) such as:

- Topography – contour plans based on fresh primary surveys. Detailed topographic survey using total station taking detailed longitudinal and transverse levels along the proposed alignment will be carried out of the approved rail layout comprising take off station, railway sidings, internal rail facilities. The rail flyover will be taking off from Dadri Junction station of DFCCIL.
- Geotechnical profile of the site: relevant details, shifting of utilities, etc. Necessary geotechnical investigations shall be carried out by the consultant.
- Updation of container/ bulk category-wise traffic volumes, terminal throughput and generation of trains assessed in the feasibility report.

2. Site Grading (Formation Levels):

- Based on the topography plan and in view of the existing and proposed structures along the existing Railway system, formation level of the yard will be prepared.
- The formation levels will be prepared in such a way that it maintains the principles of schedule of dimension of DFC.
- Preparation of formation levels plan on basis of topography survey and contour plan.

3. General Layout Plan:

A comprehensive scheme showing the general layout plan of Alignment and junction arrangement at Dadri and in MMLH yard has already been prepared. However, the same needs to be reviewed and needs to be updated, if required in light of the preparation and finalization of DPR. Existing and proposed structures like HT/LT Lines, drainage, adjoining roads, etc. for complete rail flyover from Dadri Junction station of DFCCIL to MMLH yard area to be prepared and finalized and submitted to DFCCIL and/or any other stakeholder for approval.

The detailed working plan for operation of the MMLH Project must be prepared and final approval on the same to be obtained from DFCCIL.

4. Internal yard and External rail connectivity:

The rail design will be carried out in the following stages:

- Based on loading/unloading arrangements requirements prescribed by the DFCCIL, develop train handling facilities/terminals and related infrastructure.

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- The alignment will be finalised as per the observations of DFCCIL and/or any other stakeholder and final location survey will be conducted duly fixing the centre line of approved alignment at site for further work on the detailed design.

5. Final Location Survey

- Physical stacking of alignment through survey instruments and taking levels along the line and finalization of longitudinal section for the purpose of gradient and curves and for earth work calculations.
- Fixing of centre line pillars of Straight & curve alignments as per railway engineering code.
- Fixing of levelling pillars and benchmarks at suitable places with reference to the GTS benchmark fixed by the survey of India/ DFCCIL/ Railway benchmark along the proposed alignment. The interval should be as per the prescribed standards of DFCCIL/Railways etc.
- Identify and quantify any additional land acquisition, if required.

6. Identification of utilities and infrastructure for shifting:

- All over ground and above ground utilities like drains, pipe lines, electric power lines, light masts, poles, etc. shall be identified during topographical survey.
- Where it becomes inevitable, shifting of utilities and infrastructure shall be proposed.
- The cost of shifting of utilities / infrastructure shall be worked out and incorporated in the detailed estimate.
- The necessary approvals of modifications (roads, water, power, sewage utilities, etc.) from concerned departments of Govt. of Uttar Pradesh must also be obtained.
- Available plans of DFCCIL indicating utilities in the Project area to be accounted and considered while planning for the proposed alignment.

7. Preparation of detailed designs and drawings for Yard layout and the proposed Rail flyover:

- Prepare detailed engineering scale plan and longitudinal section of the rail hardware.
- Prepare Civil Engineering Plans for the alignment, junction arrangement with Dadri Junction station of DFCCIL, unloading/ loading terminal facilities, etc. in the scales as prescribed by DFCCIL/Railways.
- Confirmation and approval on the yard arrangement for breaking up of rakes in the WDFC yard at Dadri along with the lines reserved at the yard for the proposed Freight Village needs to be taken.
- Preparation of pegging for OHE plan, other drawings for traction installations and yard lighting plan and preparing BOQ and cost estimates.
- Detailed signalling plan, as per requirement of DFCCIL. Signalling work may be done by an entity nominated by DFCCIL as deposit work based on the discussions with DFCCIL during finalization of DPR.
- Prepare wiring cum sectioning diagram of the extended/ modified portion of OHE in the siding.
- Finalize operations plan for working of train between Freight Village and WDFC Yard at Dadri. Operation methodology must be detailed as part of the Detailed Project Report.
- All the designing and master planning must comply with the existing GNIDA Masterplan. After preparation of plans, the same would also be approved / notified by GNIDA for the project.
- Coordination with GNIDA/NHA/any other department of Govt. of Uttar Pradesh or Govt. of India to ensure the truck movement in Greater Noida area and to get a service level agreement approved.

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8. Design of Bridges and other Structures

- Assessment of discharge of nallas/streams/rivers based on catchment area on topo-sheets, rainfall and field hydraulic data such as HFL, cross section profile, bed slop etc., as per codal provisions and guidelines.
- Finalization of rail flyover based on the above data and broad geotechnical characteristics made available from earlier geotechnical studies.
- Preparation of detailed design & construction drawings for rail flyover.
- Obtain approval of the civil engineering (Engineering Scale Plan, longitudinal section, bridges), OHE.
- Service level benchmarking to be done for the proposed rail flyover.

9. Tender Drawings and specifications

- Preparation and submission of detailed technical specifications with applicable tender drawings, BOQ, cost estimates covering all types of bridge/ culverts, control rooms, station buildings, track and permanent way including rails, sleepers, points and crossings, fish plates and other track fittings. etc.
- The specifications, costings, BoQs etc. so prepared and finalized should be as per the standards prescribed by DFCCIL and necessary approvals have to be obtained from DFCCIL/MoR if required. The approvals from any other stakeholders, if required needs to be obtained as well.

10. Detailed cost estimates and BoQs

- Detailed BoQs, Cost Estimates for all P-way infrastructure components covering formation, Rail, P-way fitting items, etc. will be prepared.
- Detailed cost estimates as per prevailing Standard Schedule of Rates (SSR) of railways/ last accepted rate.
- Detailed technical specifications shall be prepared for P-way items.
- The description of items in BoQs should be consistent with the drawings and specifications.
- Based on the detailed design of bridges, typical cross sections, detailed estimates will be prepared as per standard items and rates of DFCCIL.
- The Estimate will also include the cost of temporary diversion of roads, where required, during construction period.
- Cost of ground improvement, if any, shall be worked out and included.
- Cost of shifting of identified utilities / infrastructure will be worked and included in the estimate.
- Cost of Electrical utility for illumination and TRD.
- Cost of drainage plan.

11. Submission of Tender documents:

- Tender documents will be prepared as per DFCCIL/Railway guidelines for similar works for execution on EPC basis. The same shall be as per the requirements of DMICDC/GoUP and shall be finalized in consultation with the client. Necessary changes/revisions need to be done in the tender documents based on the request of the client, if need arises and there shall not be any change of scope of work. All necessary guidelines issued by Govt. of India and/or any other dept.

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of Govt. of India which has a bearing of specifications/designs/drawings etc. needs to be incorporated so as to ensure that tender documents are in line with necessary guidelines.

- Market survey to be done before floating of the EPC tender package so as to ensure for a successful bid.

12. Appointment of EPC contractor:

- Based on the finalized tender documents, the consultant has to carry out the entire bid process management and appoint the EPC contractor under supervision of the client. If due to any reasons, the selection process is not successful, the consultant has to do the market outreach so as to ensure that sufficient response is generated so as to successfully complete the tendering process.

5.3 Detailed scope of services for Construction Supervision

For Part B of the project, other consultants as Construction supervisor and EPC Contractor would be appointed by the client / SPV or prospective developers for implementation of the internal trunk (non-railway) infrastructure works. The appointed consultant should coordinate with these consultants and contractors on site for seamless integration of Railway (external as well as internal) works and other internal (non-railway) infrastructure utilities.

Monitoring of Construction:

- i. The consultant shall be responsible for the overall monitoring & supervision of the construction of the Rail Flyover by the contractor(s). The consultant shall perform all the duties, liabilities, functions and obligations as laid down with reasonable skill, care and diligence, and also ensure that the works are executed at site strictly as per the approval granted by client/ concerned local authorities, the terms and conditions of the contract Agreement entered between client and the respective contractors, within the given time frame & budget provisions. The consultant shall be fully responsible for the soundness and correctness of all works executed by the contractor(s), soundness of design and conformity of the work done to the approved plans, designs and specifications and conditions of contract applicable to the subject works.
- ii. The consultant shall render all technical services, advisory and guidance relating to construction of the Rail flyover to client, including necessary documentation maintaining records and monitoring of construction activity and progress.
- iii. The consultant shall also prepare weekly, fortnightly or monthly rolling programs as finalised with client (including progress on previous period and showing the planned work during the next period) for discussion during the weekly and monthly meetings with the representatives of client. These rolling programs shall be updated by the consultant every week / month, as the case may be. The contents of the reports shall include maintaining necessary site records with data in support of the same, details of field tests on materials and structures, obtaining necessary approvals thereon and maintaining adequate records, certifications of bills for payments to contractors including recommendation of extension applications, extra items, variation statements, quality control checks for final bills etc. in the formats agreed with client. The progress reports shall include details such as financial and physical progress with respect to scheduled targets or milestones, suggestions on improvements, and review of the progress

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within the cost and time parameters. The reports shall also include bar / Gantt charts, comments on the contractor(s) progress, and progress / completion photographs.

- iv. The consultant shall also review and comment on the Project Programs submitted by the contractor(s) and ensure compliance of such comments in the revision thereof. It shall also carry out periodic reviews of the contractor(s)'s resources vis-a-vis the Project Schedule and ensure that the contractor(s) mobilizes additional resources to meet the Project Schedule.
- v. For the construction phase, the consultant shall review and recommend for approval, the comprehensive program provided by the contractor(s) for acceptance tests, which meets the provisions under applicable contracts, in all respects, but not limited to specified technical and performance requirements. The system of test checks for the Requests for Inspection issued by the contractor(s) will be specified by the consultant.
- vi. The consultant shall be required to provide adequate technical personnel for the field supervision and quality control of works at the Project Site. For this purpose, the consultant shall have to post their quality control engineers at the Project Site and provide the agreed necessary and adequate technical staff, for supervision and exercising adequate and constant day to day technical supervision over the construction including giving layout, its checking, checking requirements of materials and equipment and their procurement in time, conforming to approved specifications and accepted standards.
- vii. The Quality Assurance Plan (QAP) to be prepared by the contractor(s) and ensured by the consultant shall include the following;
 - o Materials, equipments, workmanship and end products- The QAP shall provide type of tests and frequency at source and at site as available;
 - o Degree of quality control measures- The QAP shall provide acceptability criteria as per tender specifications;
 - o Quality check- The QAP shall provide rectification/corrective action surveillance, review technical appraisal, performance;
 - o Records, reporting and documentation- The QAP shall provide formats for records keeping, reporting and analysing.
- viii. The consultant shall exercise complete day-to-day supervision during the construction period of the assigned work, manage and inspect on site activities to achieve high quality construction, and installation in accordance with drawings, site conditions and tender specifications. The quality control will be exercised at all stages of construction, viz. Approval of materials thereof in proper proportion including prescribing norms for test periodically and acceptability criteria and workmanship at all stages of execution of individual terms of work.
- ix. The consultant shall carry out scheduled inspections of work sites and issue site instructions and assist client to issue non-conformance notices to the contractor(s) after identification of defects or non-conformance to specifications, method statements or to any other requirement. It shall also monitor that the contractor(s)'s own quality inspection teams carries out similar regular inspections and raising site instructions and non-conformances.
- x. The consultant shall ensure that the construction is as per time lines, material delivery schedules are as per project time lines. The consultant shall record measurement of works under execution in proper Measurement Books (MB) and keep proper custody of the MBS to be produced for inspection, of measurement records whenever needed.

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- xi. The consultant shall ensure implementation of various labour laws, rules and regulations governing employees, as per extant provisions and provided for in the agreements with the contractor(s) and direct the contractor(s) to carry out all measures to avoid or reduce risk in any emergency affecting safety at Project Site or adjoining property and ensure contractor undertakes all safety control measures as prescribed by competent Authorities from time to time.
- xii. The consultant shall ensure timely collection, checking and submission of project drawings / technical submittals viz. material specifications sheets, technical literatures, material price quotations for approval and ensure that GFC (Good for Construction) drawings are followed for execution.
- xiii. The consultant shall check and review permanent works design, temporary works design, drawings, formation compaction scheme and such other construction related proposals from the contractor(s) and submit comments for consideration of approval by client. The consultant shall ensure carrying out required alterations in the drawings in the process of approval and issue a working drawing or modify the existing drawing preferably within one month of request of contractor(s), or to supply a new / supplementary drawing which is not included in the contract for the specific works, whenever required and to give instructions thereof in this connection to the contractor(s). Client's approval to various plans, design, documents, drawings etc. shall be made available to the contractor(s) through the consultant.
- xiv. The consultant shall be responsible for complete day-to-day supervision of the contracted work for development of the trunk infrastructure components ensuring quality control in accordance with the stipulations, specifications, drawings and site conditions applicable. The consultant shall exercise quality control at all stages of construction including approval of materials, inspecting equipment, usage thereof in proper proportions and workmanship in all stages of execution of individual items of work.
- xv. The consultant shall monitor and ensure that every incident at the work site is reported and recorded and that the contractor(s) takes corrective and preventive measures for avoiding their recurrence. Further it shall also inspect and report unsafe and inferior practices at the work site through control documents and ensure that the contractor(s) takes corrective and preventive measures to improve the practices to avoid accidents.
- xvi. The consultant shall supervise the contractor(s) performance, progress monitoring, technical and quality control, ensuring work site safety, evaluation of construction, and certification of completion of different works by the contractor(s), ensuring requisite rectification by contractors during defects notification period, ensuring recoveries from contractors, and certifying the contractor's bills & processing payments to contractors. Consultant shall also ensure that contractor undertakes and implement all measures and norms as prescribed by Uttar Pradesh State Pollution Control Board for Environment Clearance which would be accorded for the project.
- xvii. The consultant shall check and verify the measurements and arithmetical errors in accounts, invoices, bills and other statements submitted by the contractor(s) with the actual work done at site to the conformance of respective contracts and issue interim certificates for progress payments within 14 working days of receipt of bill from the contractor(s) with recommendations.

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- xviii. The consultant shall inspect, measure, record and approve setting out and other such intermediate stages of work which is about to be covered or put out of view before permanent work is placed thereon so as to enable the contractor(s) to proceed with the work at site without causing any delay and at the same time with proper checks and records before a work gets hidden.
- xix. The consultant shall order the uncovering of covered works, additional destructive tests and assist client in removal of improper / substandard works and replacement with proper materials / works at Project Site.
- xx. For any extra items / substituted items and deviations, the consultant shall prepare the necessary statements supported by appropriate justification and analysis of rates as per the formats agreed with client. The consultant shall ensure that any such statement is provided to client early enough to ensure that construction work does not suffer on this account.
- xxi. The consultant shall ensure establishment of field laboratories / quality control equipment's on site by contractors to conduct tests on all materials / mixes being used for construction. The consultant shall maintain all necessary site records and obtain data in support of the same. The consultant shall witness, verify, analyse and check the laboratory and field tests carried out by the contractor(s) and carry out independent tests on materials of construction as well as partially or completely erected structures etc and maintain adequate records. The consultant should also ensure compliance of contractor(s) to prevalent environmental, health, safety and statutory regulations.
- xxii. The consultant shall maintain copies of all reference documents, specifications, drawings, management procedures, method statements, work procedures, inspection and testing procedures in a systematic manner in the Project Office and provide adequate copies to supervision personnel working in the Project Site.
- xxiii. The consultant shall develop an effective system for overall project cost control, scrutinize and check applicability of extra items, substituted items, deductions, and reductions etc. which have cost implications and take prior approval of the owner in authorizing such changes in works. The consultant shall suggest required modifications, if any, due to site conditions and submit the recommendations along with the cost variations, on account of the same to client.
- xxiv. The consultant shall review, quantify, comment and submit its recommendations to client on claims of variations by the contractor(s), if any. It is the duty of the consultant to monitor variation in quantities in work contracts and raise / escalate the issues sufficiently in advance to enable client to take necessary corrective action.
- xxv. The consultant shall ensure regular and timely flow of working drawings / instructions so as to complete the works without any delay on account of the same.
- xxvi. The consultant shall carry out verification and submit recommendations to client on the contractor's periodic or stage wise bills for the work done and material / plant advance, recording joint measurement of work and certification of bills that the work is in accordance with the design and specifications prescribed. The consultant shall maintain all necessary measurement records and other site records in appropriate software formats and hard copy formats agreed with client, to be made available to client for verification or authentication, if required by client.

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- xxvii. The consultant shall prepare a realistic cash flow and expenses on the budget head for the Project works based on available information and update the information as required, on a regular basis reflecting the current status of the works. The cash flow projections shall be prepared on a monthly / quarterly basis, as agreed with client, and updated regularly based on the projected progress of the Project.
- xxviii. The consultant shall monitor the cost of the project and bring any variance in signed off costs and specifications immediately to the client's attention scrutinize construction bill, prepare regular valuations and payment certificates of Contractors' / Vendors bills for payment in accordance with the contract.
- xxix. The consultant shall submit to the client periodical statement of costs incurred at various stages works and provide to the client deviation statement of costs compared to budgeted costs at various stages against cash flow. Any deviations should be brought to notice of client before proceeding with the works with reasons thereof. Proper documentation and change control process to be followed.
- xxx. The consultant shall monitor the project progress using best practices & appropriate software tools, for project management, cost management and earned value management. For this purpose, the consultant shall establish an appropriate control system to identify any changes or measures to ensure the above.
- xxxi. The consultant shall be responsible for the complete administration and management of the contracts and coordination with other contracting agencies, State Government and Central Government agencies, local authorities etc.
- xxxii. The consultant shall be responsible for assessing, verifying, and sending replies to the day-to-day issues raised by the Contractors during the execution of the work or after the completion of the work. In case of any issues with a financial implication, the approval of client shall be obtained.
- xxxiii. The consultant shall assist client in meetings with the contractor(s) and coordination work with different agencies and hold meetings for proper and timely implementation of the works.
- xxxiv. The consultant shall assist and advise client in arbitration proceedings, the appeal of arbitration or litigation relating to the works, whenever required during or after the Consultancy assignment till the expiry of the Defect Liability Period.
- xxxv. The consultant shall collect and deliver to client, any specific written warranties or guarantees given by others, including all required trade contractor guarantees and warranties.
- xxxvi. In case additional works are required to be carried out for obtaining approval of statutory bodies or make the completed works / areas operational, the consultant, after obtaining the approval of client, shall get such works done, before handing over the completed works to client or any agency designated by client.
- xxxvii. The consultant shall keep client updated on any delays and maintain a hindrance register indicating details of such delays and the recommendations of the consultant, for approval by client.

Completion and Commissioning:

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- i. The consultant shall be responsible for ensuring that the contractor(s) complete all testing and commissioning tests for the various works for the Project as per applicable law, codes and statutory regulations.
- ii. The consultant shall make sure that all necessary documentation regarding design/ drawings, construction activities is recorded and well maintained. The consultant will assist client in making formal applications for certifications, for Design and Commissioning of the project.
- iii. The consultant shall approve the “As Built” drawings prepared by the contractor(s), at an appropriate scale, indicating the details of the all trunk infrastructure components, structures and services, duly authenticated, and submit 8 sets of as built / completion drawings to client, including the originals of the completed drawings.
- iv. The consultant shall get the contractors to submit two sets of soft copies of all the built/completion drawings and two sets of drawings on reproducible paper for the works executed to client.
- v. The consultant shall submit all records of works done, changes in works during the construction progress and adequate number of completion reports and completion drawings for the project prepared by the respective contractor(s) incorporating all changes. These will be duly authenticated as required for obtaining any completion or occupancy certification from statutory authorities, if required. The consultant shall also prepare completion certificates to be issued by client to the contractor(s) on completion of their works.
- vi. The consultant shall get prepared the Operation and Maintenance (O&M) manuals for all the works and services related to the trunk infrastructure components for the Project. The O&M manuals shall highlight the important and salient technical aspects so as to ensure longer Project life and lesser maintenance frequency. The consultant shall also prepare appropriate procedures for rectification of defects during the Defect Liability Period and for final inspections for the works at the end of the Defect Liability Period.
- vii. The consultant shall coordinate and ensure rectification of defects during applicable liability period and ensure commissioning of installed equipment.
- viii. The consultant shall carry out the verification of the work on its completion and issue completion certificates for the completed works so as to enable client to record the completion of the works.
- ix. The consultant shall carry out the verification by taking and recording joint measurements of the final bills to be submitted by the contractor(s), process, certify and recommend as per the terms and conditions for release of final payments by client. The consultant shall also attend to observations / queries raised while processing the same for payments by client.
- x. The consultant shall submit necessary information as required by client for finalisation of accounts and commit to continue till the accounts are finalised at agreed terms.
- xi. The consultant shall assist client in providing clarifications/explanations to observations made, from time to time, by the auditor for client.
- xii. The consultant shall maintain complete documentation and render all technical services, which may arise or in any way be related to the construction of the trunk infrastructure components for the project or entrusted by client. The consultant shall obtain the statutory

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approvals of client or any other agency designated by client for the said purpose, with respect to the abovementioned completed works.

- xiii. The completed works shall be handed over by the consultant, along with the necessary documentation, in pre-determined phases to client or any other agency designated by client. The consultant shall also promptly attend to any defects / deficiency noticed in the completed works within the scope of work of execution, by the above referred taking over agency, without any demur.
- xiv. The consultant shall render to client all required assistance, technical services, guidance, support or advice on matters concerning engineering aspects of the Projects, by way of personal interaction and also through invited experts on the matter with the prior approval of client. The consultant shall also assist client to develop and maintain a “lessons learned” and “knowledge management” database for the benefit of future projects.
- xv. The consultant shall examine and certify the release of payments to the contractors in accordance with the provisions of the respective contracts executed with the contractors, the work carried out and actual verification of the bills / invoices and will recommend the same to Client and / or the SPV for release of payments. The payments to the respective contractors will be released by Client and / or the SPV based on the clear recommendations of the consultant.

Consultant to act as Engineer’s Representative

- i. The Team Leader cum Chief Resident Engineer of the consultant shall act as the Engineer’s Representative on behalf of client. The Team Leader may further allocate and delegate such authority, as may be necessary for effective management of the consultant, to other Key Personnel in the consultant’s organization. All communication from the consultant shall be carried out by the Team Leader or such Personnel who has been delegated the requisite authority. One copy of all correspondences emanating from the consultant addressed to entities other than client shall invariably be marked to the designated officer of client.
- ii. The consultant shall be responsible for preparing a draft note on the following sub-points for consideration of client. The consultant shall not have any power to instruct/issue with respect of the following sub-points and shall only make recommendations to client / the designated officer of client.
 - o Approving deployment of any sub-contractor by the contractor(s);
 - o Granting Claims of contractor(s);
 - o Ordering suspension of contractor’s work;
 - o Determining of an extension of time;
 - o Waiving off the penalty and arranging the repayment of compensation for delay;
 - o Issuing a variation order;
 - o Ordering any works / test beyond the scope of the agreement / contracts entered into with the contractor(s);
 - o Determining rates for the extra items/extra work;
 - o Any variation in the contract condition;
 - o Approval to designs submitted by the contractor(s);
 - o Relieving the contractor(s) of its duties, responsibilities and obligation stated in the respective agreements / contracts; and

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- Exercising authority for items other than those provided in these terms of reference and stipulated in the Contract.
- Mobilisation/ demobilisation of key personnel.

Health and Safety

The consultant will:

- Develop a Program-wide strategic health and safety plan, as well as requirements for project-specific plans, to enable the standardization of health and safety practices and results across the Program
- Develop plans for the communication of requirements and assessment of performance against these
- Develop and deliver basic and specified health and safety training across the Program Implement a Programme to monitor and evaluate health and safety practices and performance, set a schedule for review and improvement of practices, and work with the client to determine an appropriate schedule to report on Program-wide performance

Sustainability and Environment

The consultant will:

- Develop and implement a framework that enables the Programme to define its sustainability and environment goals and strategy, environment and social plans in consultation with the client/contractor as well as Program and project-level approaches and performance criteria to reach these goals
- Monitor progress against these goals both at the project and Programme levels, and to communicate these results to the client

Security

Consultant will develop and implement a risk/threat assessment process and security / asset protection strategy, processes, and plan which includes:

- Crisis management response
- Business continuity
- Employee protection
- Information security
- Program office
- Facilities and job-site security

The consultant shall coordinate with all stakeholders during the project implementation and shall obtain necessary approvals. The responsibility of obtaining all necessary approvals etc. lies with the consultant.

S. No	Activity	Timelines (D= start date of the assignment which is date of letter of award)
1	Approval of general layout plan and final location survey by DFCCIL /concerned stakeholders	D+1 Months
2	Approval of draft DPR including ESP, L-sec, design computations and detailed estimate	D+3 Months

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3	Approval of final DPR incorporating comments/suggestions received from all stakeholders	D+4 months
4	Approval of tender documents	D+6 months
5	Appointment of EPC contractor	D+9 months

The payments during the construction period will be released on pro-rata basis based on the construction progress made by the contractor. The same will be finalized in consultation with the client during the appointment of EPC contractor.

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Standard Form of Contract

STANDARD FORM OF CONTRACT
CONTRACT FOR CONSULTANCY SERVICES

Between

[Name of client]

[Name of Consultants]

[Date]

I. Form of Contract

Contract to undertake [name of assignment]

This CONTRACT (hereinafter called the “Contract”) is made on the [Date in words] day of the month of [month] [year in ‘yyyy’ format], by and between

The Delhi Mumbai Industrial Corridor Development Corporation Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building, New Delhi – 110001 India, hereinafter referred to as the “Client” which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) of the First Part.

and

[Name of Consultants and registered address]

(hereinafter called the “Consultants”)

WHEREAS

- a) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the “Services”);
- b) The Consultants, having represented to the Client that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- a) The General Conditions of Contract (hereinafter called “GC”);
- b) The Special Conditions of contract (hereinafter called “SC”);
- c) The following Appendices:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Consultants’, Sub consultants, Key Personnel and Sub Professional Personnel, Task assignment, work programme, manning schedule, qualification requirements of key personnel and schedule for submission of various deliverables

Appendix C: Approach and methodology

Appendix D: Duties of the Client

Appendix E: Cost Estimate

Appendix F: “Conformed Document” which incorporates all the changes, modifications and results of the contract discussion

Appendix G: Copy of Letter of Award

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Appendix H: Copy of letter of Award/ acceptance by Consultant

Appendix I: Copy of Bank Guarantee for Performance Security

Appendix J: Clarifications

Appendix K: Correspondences

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
 - a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - b) Client will make payments to the Consultants in accordance with the provisions of the Contract.

3. Priority of documents: The Parties expressly agree that in the event of any conflict, inconsistency or contradiction between any clauses forming part of the documents constituting the Contract, and more particularly mentioned in Clause 1 (of this contract) hereinabove, the documents shall be interpreted in the following order of precedence:
 - a) The provisions of this Contract shall override all provisions of other documents comprising the Contract.
 - b) the provisions of the SC shall be subject to the Contract, but shall override all provisions of other documents comprising the Contract;
 - c) the provisions of the GC shall be subject to the Contract SC, but shall take precedence over all other documents comprising the Contract; and
 - d) the Appendices shall subject to each of the Contract, SC and the GC
 - e) Any decision of the Client in relation to the priority of documents shall be final and binding upon the Consultant

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

FOR AND ON BEHALF OF Client

[Signature]

[Name]

[Designation]

FOR AND ON BEHALF OF CONSULTANT

[Signature]

[Name]

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[Designation]

Witness:

1. [Signature, name and address]
2. [Signature, name and address]

II. General Conditions of Contract

6.1 General provisions

6.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) “Applicable Law” means the all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India as they may be issued and in force from time to time;
- b) “Affiliate” means, with respect to any Party, any other entity that, directly or indirectly: (a) Controls such Party; (b) is Controlled by such Party; (c) is Controlled by the same person who, directly or indirectly, Controls such Party; and “Control” with respect to any person, shall mean: (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting share capital, by agreement or otherwise or the power to elect more than one-half of the directors, partners or other individuals exercising similar authority with respect to such person; (b) the possession, directly or indirectly, of a voting interest of more than 50%; and the terms “Controlling” and “Controlled by” shall be construed accordingly;
- c) “Client” means the Party named in the Contract, who employs the Consultant;
- d) “Consultant” or “Consultants” means the party named in the Contract, who is employed as an independent professional firm by the Client to perform the Services;
- e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) constitute a part, together with all other documents listed in this signed Contract;
- f) “Contract Price” means the price to be paid for the performance of the Services;
- g) “GC” means the General Conditions of Contract;
- h) “Government” means the Government of Client’s country;
- i) “Local Currency” means the currency of the Government;
- j) “Member”, in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and “Members” means all of these entities; “Lead Member/Member in Charge” means the entity specified in the SC to act on behalf of Each Member in exercising all the Consultants’ rights and obligations towards the Client under this Contract;
- k) “Material Adverse Effect” means material adverse effect on (a) the ability of the Consultant to observe and perform any of its rights and obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- l) Master Services Agreement (MSA) shall mean the same as “contract”;
- m) “Party” means the Client or the Consultants, as the case may be, and Parties means both of them;

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- n) "Performance Security" shall mean the irrevocable and unconditional bank guarantee provided by the Consultant from a scheduled Indian bank as guarantee for the performance of its obligations in respect of the Contract;
- o) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- p) "Project" means "[name of assignment]";
- q) "SC" means the Special Conditions of Contract by which these General Conditions of the Contract may be amended or supplemented;
- r) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in TOR;
- s) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of this contract; and,
- t) "Work Order" means a specific directive or order to perform a defined scope for a defined duration and fee
- u) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- v) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Client, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

6.1.2 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India and shall be subject to the jurisdiction of the Courts at New Delhi.

6.1.3 Language: This Contract has been executed in the language specified in the SC, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6.1.4 Notices: Any notice, request or consent made pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

6.1.5 Location: The Services shall be performed at such locations as whether in Country or elsewhere, as the Client may approve.

6.1.6 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials in the SC.

6.1.7 Taxes and Duties: Unless otherwise specified in the SC, the Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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- 6.1.7.1 The Client shall be entitled to deduct any Taxes required to be deducted at source under Applicable Law from any payments to be made by it to the Consultant. Further, in the event that the Client receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Consultant, any Sub-consultants or its Personnel, servants, agents or otherwise) in respect of or arising out of the performance of the Consultant's obligations under this Agreement which remain outstanding, the Client shall notify the Consultant of the same and the Consultant shall promptly take all necessary action for settlement and/or any other lawful disposal of such notification or assessment. Furthermore, the Consultant shall pay forthwith on demand to the Client all costs including fines and penalties, which the Client may incur as a result of:
- 6.1.7.1.1 the Client having been required by any governmental authority to pay any Taxes which the Consultant is liable to bear hereunder; or
- 6.1.7.1.2 any cost actually sustained by the Client for failure by the Consultant to pay any Taxes for which it is responsible under this Contract.
- 6.1.8 Interpretation: In the Contract, unless the context otherwise requires:
- 6.1.8.1 The singular includes the plural and vice versa and any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa. A reference to any gender includes the other gender.
- 6.1.8.2 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), includes a reference to any document, agreement, deed or other instrument as may be varied, amended, supplemented, restated, novated or replaced, from time to time.
- 6.1.8.3 A reference to any document, agreement, deed or other instrument (including, without limitation, references to the Contract), means a reference to such document, agreement, deed or other instrument and to all appendices, annexes, schedules and parts attached or relatable thereto, all of which shall form an integral part of such document, agreement, deed or other instrument, as the case may be.
- 6.1.8.4 A reference to any Applicable Law includes any amendment, modification, re-enactment or change in interpretation or applicability of such Law and a reference to any statutory body or authority includes a reference to any successor as to such of its functions as are relevant in the context in which the statutory body or authority was referred to
- 6.1.8.5 Where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning.
- 6.1.8.6 The words 'include' and 'including' are to be construed without limitation. The terms 'herein', 'hereof', 'hereto', 'hereunder' and words of similar purport refer to the Contract as a whole. Where a wider construction is possible, the words 'other' and 'otherwise' shall not be construed *ejusdem generis* with any foregoing words.
- 6.1.8.7 In the Contract, headings are for the convenience of reference only and are not intended as complete or accurate descriptions of the content thereof and shall not be used to interpret the provisions of the Contract.
- 6.1.8.8 Any obligation not to do something shall be deemed to include an obligation not to suffer, permit or cause that thing to be done. An obligation to do something shall be deemed to include an obligation to cause that thing to be done.

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6.1.8.9 The rule of interpretation which requires that a Contract be interpreted against the person or Party drafting it shall have no application in the case of this Contract.

6.1.8.10 References to a person (or to a word importing a person) shall be construed so as to include:

- a) Individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other Governmental Authority (whether or not in each case having separate legal personality);
- b) That person's successors in title and assigns or transferees permitted in accordance with the terms of the Contract; and
- c) References to a person's representatives shall be to its officers, Personnel, legal or other professional advisors, subcontractors, agents, attorneys and other duly authorized representatives.

6.2 Joint and Several Liability: Collective action by Members

6.2.1 In the event the Consultant appoints sub-consultants, the Members shall be deemed to be jointly and severally liable to the Client for the performance of this Contract.

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

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

6.2.2.2 any notice, communication, information or documents to be provided to the Consultant shall be delivered to the authorized representative of the Consultant (as designated pursuant to Clause 6.1.6 of the GCC) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Members.

6.3 Commencement, completion, modification and termination of contract

6.3.1 Effectiveness of Contract: This Contract shall come into effect on the date the Contract is signed by both the Parties, or such other date as may be stated as per SC.

6.3.2 Commencement of Services: The Consultants shall commence the Services from date of Letter of Award or any date notified by the Client.

6.3.3 Expiration of Contract: Unless terminated earlier pursuant to relevant clauses in this contract hereof, this Contract shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date as shall be specified in the SC.

6.3.4 Modification: Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

6.3.5 Force Majeure

6.3.5.1 Definition: For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations

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under the Contract impossible or so impractical to be considered impossible under the circumstances, and includes, but not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions.

6.3.5.2 No Breach of Contract: The failure of a party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.

6.3.5.3 The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

6.3.6 Extension of Time: Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.3.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

6.4 Termination

6.4.1 By the client: The Client may terminate this Contract, by not less than thirty (30) days' or sixty (60) written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in this clause:

- a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within a period of sixty (60) days, after being notified or within such further period as the Client may have subsequently approved in writing;
- b) within thirty (30) days, if the Consultants become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- d) within thirty (30) days, if the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within thirty (30) days, if the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client. If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client;
- f) within thirty (30) days, if the Consultant, in the judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract;

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- g) if the Client, in its sole discretion and for any reason whatsoever, within a period of sixty (60) days decides to terminate this Contract.
- 6.4.2 By the Consultants: The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of the events specified in this clause:
- a) if the Client fails to pay any money due to the Consultants pursuant to this Contract and not subject to dispute pursuant to relevant clauses hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- b) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 6.4.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to actual Termination, or upon expiration of this Contract pursuant to relevant clause hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in relevant clause hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, (iv) the rights of indemnity of the Client specified in clause 11 and (v) any right which a Party may have under the Applicable Law.
- 6.4.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to relevant clauses hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall handover all project documents under procedure described in this contract.
- 6.4.5 Payment upon termination: Upon termination of this Contract, the Client will make the following payments to the Consultants:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
- b) If the Contract is terminated pursuant to Clause 6.4.1a), b), d), e) or f), the Consultant shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Client may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the Client. Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of relevant clauses of this Contract. The consultant will be required to pay any such liquidated damages to Client within 30 days of termination date.
- 6.4.6 Disputes about Events of Termination: If either Party disputes Termination of the contract under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

6.5 Obligations of the Consultants

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- 6.5.1 General: The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties. Since the Delhi Mumbai Industrial Corridor project is to be implemented as a joint venture between State Government and DMICDC, any State Government agency as appointed by the State Government is to be continuously consulted, besides the Client, as a major stakeholder in the Project.
- 6.5.2 Conflict of interest
- 6.5.2.1 Any breach of an obligation under Clause 6.5.2 shall constitute a conflict of interest ("Conflict of Interest"). The Consultant shall comply and shall ensure the Sub-consultants and Affiliates of the foregoing comply with the provisions of Clause 6.5 and any breach of such an obligation shall constitute an event of default by the Consultant for the purposes of this Contract. The Consultant shall promptly disclose any Conflict of Interest to the Client. For the avoidance of doubt, the Consultant agrees that a disclosure of any Conflict of Interest shall not in any manner whatsoever be deemed to cure such Conflict of Interest.
- 6.5.2.2 Consultants Not to Benefit from Commissions, Discounts, etc.: The remuneration of the Consultants pursuant to relevant clauses hereof shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants and agents of either of them, similarly shall not receive any such additional remuneration.
- 6.5.2.3 Consultants and Affiliates Not to Engage in Certain Activities: The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services for the period of two years.
- 6.5.2.4 Prohibition of Conflicting Activities: Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract; and
 - b) after the termination of this Contact, such other activities as may be specified in the SC.
- 6.5.3 Confidentiality: The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 6.5.4 Consultant's Actions Requiring Client's Prior Approval: The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub consultant and the terms and conditions of the subcontract shall

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have been approved in writing by the Client prior to the execution of the subcontract, (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultant and its Personnel pursuant to this Contract, (iii) that the extent of sub-contracting would be restricted to 30 (thirty) percent of the contract price, and (iv) the Client will be provided by the Consultant with particulars (name, financial & technical background, sub-consultancy fee) of the sub-consultant.

- b) appointing such members of the Personnel, as are not mentioned in the Technical Proposal, and
- c) any other action that may be specified in the SC.

6.5.5 Reporting Obligations: The Consultants shall submit to the Client the reports and documents specified in TOR, in the numbers, and within the periods set forth in this contract.

6.5.6 Documents Prepared by the Consultants to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultants pursuant to this contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

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

6.5.8 Insurance to be taken out by the Consultants: The Consultants (i) shall take out and maintain, and shall cause any Sub consultants to take out and maintain, at their (or the Sub consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverages, as shall be specified in the Special Conditions (SC), and (ii) within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Client, copies of such policy certificates, copies of the insurance certificates and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the terms of this Contract. (iii) if the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Client will apart from having other recourse available under this Contract have the option without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premia and recover the costs thereof from the Consultants, and the Consultants shall be liable to pay such amounts on demand by the Client. (iv) the insurance policies so procured shall mention the Client as the beneficiary of the Consultants and the Consultants shall procure an undertaking from the insurance company in this regard.

6.6 Consultants' personnel

6.6.1 Description of Personnel

6.6.1.1 The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Consultants' core team are described in this contract. The core team are hereby approved by the Client. If additional work is required beyond the scope of the Services specified in TOR, the level of effort and/or staff assigned may be increased by agreement in writing between the Client and the Consultants, and the cost relating thereto shall be determined as per the man month rates indicated in the financial bid.

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6.6.1.2 If required to comply with the provisions of this Contract, adjustments with respect to level of effort, staff assignments, time may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement, scope, qualifications of team or deliverables and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in this Contract. Any other such adjustments shall only be made with the Client's prior written approval.

6.6.2 Removal and/or Replacement of Key Personnel

6.6.2.1 The Client will not normally consider substitutions except in cases of incapacity of key personnel for reasons of health. Similarly, after award of contract the Client expects all of the proposed key personnel to be available during implementation of the contract. The Client will not consider substitutions during contract implementation except under exceptional circumstances up to a maximum of four (4) personnel and that too by only equally or better qualified and experienced personnel. No replacement shall happen without written approval from the client.

6.6.2.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

6.6.2.3 Any of the Personnel provided as a replacement under clauses above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

6.7 Obligations of the client

6.7.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client will use its best efforts to ensure that the Government will provide the Consultants, Sub-consultants and Personnel with work permits and such other documents as necessary to enable the Consultants, Sub consultants or Personnel to perform the Services:

6.7.1.1 assist for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all supporting papers for necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;

6.7.1.2 facilitate prompt clearance through customs of any property required for the Services;

6.7.1.3 issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

6.7.2 Access to land: The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services.

6.8 Payments to the consultants

6.8.1 Payment terms: The Consultants total remuneration including out of pocket expenses shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing,

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communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services. In addition to these, any conditions mentioned in the SC shall also be applicable to this contract. The Contract Price may only be increased, if the parties have agreed to additional payments in accordance with relevant clauses hereof.

6.8.2 With respect to Part A of the consultancy assignment i.e. preparation of DPR, the client will release 60% payment due against a particular milestone if the comments/approval from the respective State Government is not received within 45 days from the date of forwarding the report. Remaining 40% shall be released only after receipt of comments/approval from the concerned State Government/Nodal Agency.

6.8.3 Currency: The price is payable in local currency i.e. Indian Rupees.

6.8.4 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this contract.

6.9 Settlement of disputes

6.9.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

6.9.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the SC.

6.10 Responsibility for accuracy of project documents

6.10.1 General

6.10.1.1 The Consultant shall be responsible for accuracy of the Designs, drawings, estimate and all other details prepared by him as part of these services. He shall indemnify the client against any inaccuracy in the work, which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost and risk, the drawings including any re-survey/ investigations and correcting layout etc. if required during the execution of the Services.

6.10.1.2 The Consultant shall be fully responsible for the accuracy of plans and drawings. The Consultant shall indemnify the Client against any inaccuracy / deficiency in the designs and drawings noticed and the Client will bear no responsibility for the accuracy of the designs and drawings submitted by the Consultants.

6.11 Liquidated damages

If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 10% of the total contract fees. The client may assess the applicability of the liquidated damages, if any at the time of the closure of the contract.

6.12 Representation, warranties and disclaimer

6.12.1 The Consultant represents and warrants to the Client that:

6.12.1.1 it is duly organised, validly existing and in good standing under the applicable laws of its Country;

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- 6.12.1.2 it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- 6.12.1.3 it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract;
- 6.12.1.4 it has the financial standing and capacity to undertake the Project;
- 6.12.1.5 this Contract constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 6.12.1.6 it is subject to laws of India with respect to this Contract and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- 6.12.1.7 there are no actions, suits, proceedings, or investigations pending or, to the Consultant's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Consultant under this Contract or materially affect the discharge by the Consultant of its obligations under the Contract.
- 6.12.1.8 no representation or warranty by the Consultant contained herein or in any other document furnished by it to the Client contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and
- 6.12.1.9 no sums, in cash or kind, have been paid or will be paid, by or on behalf of the Consultant, to any person by way of fees, commission or otherwise for securing the Contract or for influencing or attempting to influence any officer or employee of the Client in connection therewith.

6.13 Miscellaneous

6.13.1 Assignment and Charges

- 6.13.1.1 The Contract shall not be assigned by the Consultant save and except with prior consent in writing of the Client, which the Client will be entitled to decline without assigning any reason whatsoever.
- 6.13.1.2 The Client is entitled to assign any rights, interests and obligations under this Contract to third parties.

6.13.2 Indemnity: The Consultant agrees to indemnify and hold harmless the Client from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Consultant of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Consultant including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the Client; (c) any Services related to or rendered pursuant to the Contract (collectively "Indemnified matter"). As soon as reasonably practicable after the receipt by the Client of a notice of the commencement of any action by a third party, the Client will notify the Consultant of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Consultant from any liability which it may have to the Client or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing

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provisions are in addition to any rights which the Client may have at common law, in equity or otherwise.

6.13.3 Governing Law and Jurisdiction: The Contract shall be construed and interpreted in accordance with and governed by the Applicable Law of India and subject to relevant clauses hereof and the SC, the Courts at New Delhi, India shall have jurisdiction over all matters arising out of or relating to the Contract.

6.13.4 Waiver

6.13.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations or under the Contract:

- a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Contract;
- b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- c) shall not affect the validity or enforceability of the Contract in any manner.

6.13.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Contract or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance or any variation or the relinquishment of any such right hereunder.

6.13.5 Survival: Termination of the Contract (a) shall not relieve the Consultant or the Client of any obligations hereunder which expressly or by implication survive Termination hereof, and (b) except as otherwise provided in any provision of the Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

6.13.6 Notices: Unless otherwise stated, notices to be given under the Contract including but not limited to a notice of waiver of any term, breach of any term of the Contract and termination of the Contract, shall be in writing and shall be given by hand delivery, recognised international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the SC. The notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

6.13.7 Severability: If for any reason whatever any provision of the Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Contract or otherwise.

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- 6.13.8 No Partnership: Nothing contained in the Contract shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- 6.13.9 Language: All notices required to be given under the Contract and all communications, documentation and proceedings which are in any way relevant to the Contract shall be in the language specified the SC.
- 6.13.10 Exclusion of Implied Warranties etc.: The Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in the Contract.
- 6.13.11 Agreement to Override Other Agreements: The Contract supersedes all previous agreements or arrangements between the Parties, including any memorandum of understanding entered into in respect of the contents hereof and represents the entire understanding between the Parties in relation thereto.
- 6.13.12 Counterparts: The Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of the Contract.

III. Special Conditions of Contract

The Special Conditions of Contract

The Special Conditions (SC) of contract contains number of amendments and supplements to clauses in the General Conditions of the Contract.

6.1.1(f) The contract price payable in Indian Rupees is _____ (inclusive of service tax).

6.1.1(j) The Member in-charge is [name of consultant].

6.1.1(n) Performance security

- (i) The Consultant will furnish within fifteen (15) days of the issue of Letter of Acceptance (LOA), an unconditional and irrevocable bank guarantee as Performance Security in the format given in "Annexure A" from a Scheduled Commercial Indian Bank for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.

6.1.3 The language is English.

6.1.4 The client address is [name, designation, telephone, facsimile, address].

6.1.4 The consultant address is [name, designation, telephone, facsimile, address].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.1.6 The Authorized Representative for the consultant is [name, designation].

6.1.7 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India The Consultants and the personnel shall pay the taxes, duties, fees, levies/expenses and other impositions levied under the existing, amended or enacted laws during life of this contract and the Client will perform such duties in regard to the deduction of such tax as may be lawfully imposed. The Consultant will be paid by DMICDC only service tax over and above the cost of Financial Proposal. All other applicable taxes, levies, duties, etc., if any, shall be borne by Consultant.

6.3.1 The date on which this Contract will come into effect is [date].

6.3.1 The duration of assignment shall be 3 years and with option to extend the contract duration with mutual written agreement.

6.5.7 Limitation of the Consultants' Liability towards the Client

- (a) Except in case of negligence or wilful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:

- (i) for any indirect or consequential loss or damage; and
- (ii) For any direct loss or damage that exceeds (i) the total payments for Professional Fees and Reimbursable Expenditure made or expected to be made to the Consultants hereunder, or (ii) the proceeds the Consultants may be entitled to receive from any insurance maintained by the consultants to cover such a liability, whichever of (i) or (ii) is higher.

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

6.5.8 Risks and coverage

- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub consultants or their Personnel for the period of consultancy.
- (b) Third Party liability insurance with a minimum coverage, for Rs.10,00,000/- (Rupees Ten Lakhs only) for the period of consultancy.
- (c) Professional Liability Insurance: Consultants will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Consultant's negligence, breach in the performance of its duties under this Contract from an Insurance Company permitted to offer such policies in India, for a period of five years beyond completion of Consultancy Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants hereunder or (ii) the proceeds, the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency]. The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in the contract. In case of joint venture or 'in association', the policy should be in the name of joint venture / in association entity and not by the individual partners of the joint venture/association.
- (d) Employer's liability and workers' compensation insurance shall be in respect of the Personnel of the Consultants and of any Sub consultant, in accordance with the relevant revisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and all insurances and policies should start from the date of commencement of services and remain effective as per relevant requirements of contract agreement.
- (e) Any other insurance that may be necessary to protect the Client, its employees and its assets (against loss, damage or destruction, at replacement value) including rioting and all Force Majeure Events that are insurable.

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6.8.1 Consultancy fee will be paid in accordance with the submission and acceptance of following milestone by DMICDC and State/Nodal agencies:

Part I of the Assignment i.e. Preparation of DPR		
S. No	Activity	Percentage of total fee
1	Approval of general layout plan and final location survey by DFCCIL /concerned stakeholders	10%
2	Approval of draft DPR including ESP, L-sec, design computations and detailed estimate	20%
3	Approval of final DPR incorporating comments/suggestions received from all stakeholders	20%
4	Approval of tender documents	20%
5	Appointment of EPC contractor	30%
Part II of the Assignment i.e. Construction Supervision		
The payments during the construction period will be released on pro-rata basis based on the construction progress made by the contractor. The same will be finalized in consultation with the client during the appointment of EPC contractor.		

The relevant core staff of the consultant will be required to give a presentation to client regarding the broad features of the deliverable before the submission of each deliverable as per the delivery milestone. The comments of the client shall be incorporated in the scheduled deliverable.

6.9 Dispute settlement: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this Contract, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be New Delhi and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The award rendered by the arbitral tribunal shall be final and binding on the parties.

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of M/s Delhi Mumbai Industrial Corridor Development Corporation Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of consultant] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Consultant' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Client's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Client for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Consultant to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Consultant. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Consultant nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Consultant any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and

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notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of consultant] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.

Annexure-B: Tips to bidders

1. Enrolment process in the Tender site

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment”. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. Tender search

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Favourites’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Preparation of bids

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
- File and Folder name should not contain any special characters (&, #, etc.) or space in between.
- Download the tender document, NIT, BOQ of the required tender in that folder.
- Scan the EMD fee instruments/ Tender fee instruments for offline payments if any.
- In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like life certificates, PAN etc if any
- Prepare the technical bid document and then convert into PDF

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- Prepare the BOQ i.e. fill up required figures in the downloaded XLS document. The BOQ file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name it may not get uploaded or give an error.
- Keep all the documents in the same folder for the easy bid document upload
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications with the TIA, the bid no can be used as a reference.

4. Submission of bids

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- If a standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. Password maintenance

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- The length of the password should be of 8 to 32 characters
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ * _ ~]
- Sample password is just like Admin123\$, India2000#, etc.

6. About DSC

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- Bidders have to procure Class2 or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

7. DSC providers for Private firms

A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.

- The vendors like TCS (www.tcs-ca.tcs.co.in), Sify, MTNL, nCode (dsc@ncodesolutions.com), e-Mudhra (www.e-mudhra.com) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

8. Advantage of "My Space" on CPP Portal

- The bidder can upload Non-Sensitive frequently asked documents prior at any point of time once he logs in to the application. These are not encrypted.
- These can be anything like PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- In some cases, the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

9. System requirements

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- Windows XP with latest service pack
- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

10. Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

Annexure-C: Project Map

