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Dedicated Freight Corridor Corporation of India Limited
(A Government of India Enterprise)
Ministry of Railway

**SELECTION OF CONSULTANTS
REQUEST FOR PROPOSALS**

RFP No.: HQ/SEMU/SESMRC/EDFC-2/2021

LOAN NO.:(IN - 8513)

Selection of Consulting Services for: Social & Environmental Safeguard Monitoring and Review (SESMR) for 5 Qtrs (April, 2021 to June, 2022) for EDFC-2 Project section from Bhaupur to DDU (393 Km) for DFCCIL (through Direct RFP)

Client: Dedicated Freight Corridor Corporation of India Limited
Country: INDIA

Project Eastern Dedicated Freight Corridor Project – 3

Issued on: 26/02/2021

PART I

Section 1. Letter of Invitation

Name of Assignment: Social & Environmental Safeguard Monitoring and Review (SESMR) for 5 Qtrs (April, 2021 to June, 2022) for EDFC-2 Project section from Bhaupur to DDU for DFCCIL (393 Km)

RFP No. HQ/SEMU/SESMRC/EDFC-2/2021;

Loan/Credit/Grant No. IN - 8513

Country: INDIA

Date: 26/02/2021

Dear Mr./Ms.:

1. The Dedicated Freight Corridor Corporation of India Limited (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan" toward the cost of Eastern Dedicated Freight Corridor Project-3. The Dedicated Freight Corridor Corporation of India Limited, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Dedicated Freight Corridor Corporation of India Limited and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Social & Environmental Safeguard Monitoring and Review (SESMR) for 5 Qtrs (April, 2021 to June, 2022) for EDFC-2 Project section from Bhaupur to DDU (393 Km) for DFCCIL through Direct RFP. More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection (QCBS) and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.
4. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal (FTP)- Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 –Eligible Countries
Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
Section 7 - Terms of Reference
Section 8 - Forms of Contract (Lump-Sum)

5. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

M.N Hoda
General Manager/ LA& SEMU/ EC
DFCCIL Corporate Office
New Delhi, (INDIA)

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (e) “Borrower” means the Government, Government agency or other entity that signs the loan¹ agreement with the Bank.
- (f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day.

¹[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

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- (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) “Government” means the government of the Client’s country.
- (m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant

intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

(w)“TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth

below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent

5.1 The Bank requires compliance with its policy in regard to

Practices

corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7. **General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. 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 Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
11. **Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
12. **Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in

writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether

it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the

Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE**[insert the time and date of the

submission deadline indicated in the Data Sheet]”.

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the

name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall

simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price

adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the

evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

E. Data Sheet

A.General	
ITC Clause Reference	
2.1	<p>Name of the Client: Dedicated Freight Corridor Corporation of India Limited</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) as per the Procurement Regulations (available on www.worldbank.org)</p> <p>Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised version July 2014 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Consultancy Services for Social & Environmental Safeguard Monitoring and Review (SESMR) for 5 Qtrs (April, 2021 to June, 2022) for EDFC-2 Project section from Bhaupur to DDU (393 Km) for DFCCIL</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference: 17 March 2021 Time: 15:00 Hrs. Address: Conference Room, 4th Floor, Dedicated Freight Corridor Corporation of India Ltd. Corporate Office, Supreme Court Metro Station Buldg. Complex, New Delhi (India) - 110001</p> <p>Telephone: 011-23454796 E-mail: hoda@dfcc.co.in</p> <p>Contact person/conference coordinator: Mr. M.N Hoda, GM/Land Acquisition and Social & Environment Management Unit/Eastern Corridor (And Mr. Anil Kr. Sharma, JGM/PG; email- anilsharma@dfcc.co.in; Tel:- 011-23454696)</p> <p>All interested participants are invited to attend the meeting.</p> <p>The participant who wants to attend the meeting ‘in person’ with adoption of MHA and Health Ministry Guidelines regarding COVID-19, the same will be</p>

	<p>allowed by DFCCIL and</p> <p>Those participant who are not able to attend the meeting in person, can attend the meeting through Video Conferencing on “Webex” by submitting their email-id/ webex id through email to hoda@dfcc.co.in & anilsharma@dfcc.co.in by 12/03/2021 so that link for meeting may be provided to them.</p>
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: NA
6.3.1	A list of debarred firms and individuals is available at the Bank’s external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal</p> <p>(2) TECH-1</p> <p>(3) TECH-2</p> <p>(4) TECH-3</p> <p>(5) TECH-4</p> <p>(6) TECH-5</p> <p>(7) TECH-6</p> <p>AND</p> <p>2^d Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	Statement of Undertaking is required: Yes

11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline.
13.1	<p>Clarifications may be requested no later than 15 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: The contact information for requesting clarifications is:</p> <p>Mr. M.N Hoda, General Manager (LA&SEMUE), Room No-513, 5th Floor, Dedicated Freight Corridor Corporation of India Limited, Corporate Office, Supreme Court Metro Station Buld. Complex, New Delhi (INDIA) - 110001 Telephone: 011-23454796, E-mail: hoda@dfcc.co.in</p> <p>(And Mr. Anil Kr. Sharma, JGM/PG; email- anilsharma@dfcc.co.in; Tel:- 011-23454696)</p>
14.1.2	Estimated input of Key Experts' time-input: 24 person-months
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>Cost of local transportation</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(6) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>

16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant’s tax obligations in the Client’s country should be checked with tax experts.
16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p>
C. Submission, Opening and Evaluation	
17.1	The Consultants shall “not” have the option of submitting their Proposals electronically.
17.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 3 copies (along with soft copy in CD form);</p> <p>(b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 29 March 2021</p> <p>Time: 15:00 local time</p> <p>The Proposal submission address is:</p> <p>M.N Hoda, General Manager /LA &SEMUEC, Room No-513, 5th Floor, Corporate Office, DFCCIL, Supreme Court Metro Station Buldg. Complex, New Delhi (INDIA) – 110001, Telephone: 011-23454796, E-mail: hoda@dfcc.co.in</p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No</p> <p>The opening shall take place at: Conference Room, 4th Floor, Corporate Office of Dedicated Freight Corridor Corporation of India Limited, Supreme Court Metro Station Building Complex, New Delhi (India) - 110001</p> <p>Date: 29 March 2021 same as the submission deadline indicated in 17.7.</p> <p>Time: “15:30 local time”</p>
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N.A.

21.1

Consultants technical proposal shall be evaluated in two parts. Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated, and the proposal shall be rejected. Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.

Part A: Mandatory Criteria:

S. No	Criteria	Documents Required
1.	Minimum number of years of operations of the firm shall not be less than seven years	As specified in TECH-2
2.	Minimum annual financial turnover shall not be less than INR 10 Crore	Relevant documents like CA certificate for last 3 financial years shall be submitted

Part B: Evaluation Criteria:

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:

Points

- (i) **Specific experience of the Consultant (as a firm) relevant to the Assignment:** [10]

The firm should have undertaken at least one similar assignment, pertaining to monitoring/ review/supervision of Social and Environmental Safeguard during implementation of linear projects like Railways/ Highways/ pipelines (oil, gas, chemical) overhead tension electrical lines etc. funded by multilateral agencies in last seven years.

Note:

- i. Only those assignments should be included in the proposal, which have been carried out by the Firms/JV/Consortium. The assignments carried out by parents/sister companies/Sub-contractor/ sub-consultant companies should not be included.
- ii. Consultant may associate with other firms in the form of a Joint Venture or the sub-consultancy to enhance their qualifications

(ii) **Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):[30]**

{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}

- | | |
|---------------------------------------|----|
| a) Technical approach and methodology | 5 |
| b) Work Plan | 5 |
| c) Organization and staffing | 20 |

(iii) **Key Experts' qualifications and competence for the Assignment:**

{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}

Key Experts in Form TECH-6 to be prepared by the Consultant}

- | | |
|--|----|
| a) Team Leader | 20 |
| b) Sr. Environmental Safeguards Specialist/Dy. Team Leader | 12 |
| c) Sr. Social Safeguards Specialist/Dy. Team Leader | 12 |
| d) Social Safeguards Specialist | 8 |
| e) Environmental Safeguards Specialist | 8 |

Total points for criterion (iii): [60]

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

- 1) General qualifications (general education, training, and experience): 20%
- 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):70%
- 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%

Total weight: 100%

Total points for the five criteria: 100

.....
The minimum technical score (St) required to pass is: 70

23.1	An online option of the opening of the Financial Proposals is offered: No
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
26.1	Proposals should be submitted in Indian Rupees only
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.</p>
D. Negotiations and Award	
28.1	<p>Expected date and address for contract negotiations: Date: 19 April 2021 Address: Mr. M.N Hoda, General Manager /LA&SEM/EC), Room No-513, 5th Floor, Corporate Office, Dedicated Freight Corridor Corporation of India Ltd., Supreme Court Metro Station Buldg. Complex, New Delhi (India) -110001, Telephone: 011-23454796,E-mail: hoda@dfcc.co.in</p>
30.1	The publication of the contract award information following the

	completion of the contract negotiations and contract signing will be done as following: on the DFCCIL website as following https://dfccil.com/ The publication will be done within 15 days after the contract signing.
30.2	Expected date for the commencement of the Services: Date: 07 May 2021 at: Kanpur -DDU

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant’s Organization and Experience.	
TECH-2A	A. Consultant’s Organization	
TECH-2B	B. Consultant’s Experience	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

M.N Hoda,
General Manager/LA&SEMU/EC,
Room No-513, 5th Floor, Corporate Office,
Dedicated Freight Corridor Corporation of India Ltd.,
Supreme Court Metro Station Buldg. Complex, New Delhi (India) -110001,
Telephone: 011-23454796, E-mail: hoda@dfcc.co.in

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Social & Environmental Safeguard Monitoring and Review (SESMR) for 5 Qtrs (April, 2021 to June, 2022) for EDFC-2 Project section from Bhaupur to DDU (393 Km) for DFCCIL in accordance with your Request for Proposals dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

-
- (c) We have no conflict of interest in accordance with ITC 3.
 - (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to corrupt and fraudulent practices as per ITC 5.
 - (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
 - (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
 - (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 7 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g.,Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g.,US\$1 mil/US\$0.5 mil}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g.,US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

FORM TECH-3
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND
FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5)												
	6) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												
n													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]		[1.0]								
			[Field]	[0.5 m]	[2.5]		[0]								
K-2															
K-3															
n															
											Subtotal				
NON-KEY															
N-1			[Home]												
			[Field]												
N-2															

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert
Date

Signature

{day/month/year}

Name of authorized
Date

Signature

Representative of the Consultant
(the same who signs the Proposal)

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

M.N Hoda, ,
General Manager /LA&SEMUC/EC
Room No-513, 5th Floor, Corporate Office,
Dedicated Freight Corridor Corporation of India Ltd.,
Supreme Court Metro Station Buldg. Complex, New Delhi (India) -110001.
Telephone: 011-23454796,E-mail: hoda@dfcc.co.in

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet}			
	In Indian Rupees (Rs.)			
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
<u>Total Estimate for GST:</u>				

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration _____					
No.	Name	Position (as in TECH-6)	Person- month Remunerati on Rate	Time Input in Person/Mon th (from TECH-6)	Total in Rs.
—	Key Experts _____				
K-1	_____		[Home]	_____	
			[Field]	_____	
K-2	_____			_____	

	_____			_____	

—	Non-Key Experts _____				
N-1	_____	_____	[Home]	_____	

N- 2			[Field]	_____	

	Total Costs				

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal ¹	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses					
N^o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}			
	{e.g., International flights}	{Ticke			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of				
	{e.g., Office rent}				
				
	{Training of the Client’s personnel – if required in TOR}				
Total Costs					

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

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- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁶, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁵For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁷ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

Term of Reference for Consultancy services of Social & Environmental Safeguard Monitoring and Review (SESMR) for 5 Qtrs (April, 2021 to June, 2022) for EDFC-2 Project section from Bhaupur to DDU (393 Km) for DFCCIL (through Direct RFP)

Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL) is a Special Purpose Vehicle (SPV) of the Ministry of Railways, Government of India entrusted with the responsibility to plan and implement Dedicated Freight Corridor Projects across the country, including the Western DFC connecting Delhi with Mumbai and Eastern DFC connecting Ludhiana with Kolkata. DFC is implementing the Eastern DFC project from Ludhiana to DDU with the assistance of the World Bank in three Phases. EIA and SIA studies have been carried out and RAP has also been prepared and disclosed to PAPs. EDFC-2 is in advance stage of implementation. This assignment intends to ensure continuity of SESMRC services as per World Bank's Policy

1. OBJECTIVE

Objective of the Assignment is to carry out a quarterly review, monitoring and quality audit of social and environmental safeguard activities being implemented in the project and provide specific recommendations to mitigate the issues identified during the review period.

2. SCOPE OF WORK

. The activities would include but not limited to social and environmental safeguard management activities associated with land acquisition, compensations, R&R policies, delivery of entitlements, Environmental Management Plan, Information disclosure, grievance redressal mechanism, communication, gender based violence etc. for the project section. The duration of services will be 15 months and include site visits, preparation of Quarterly Progress Reports (QPRs), Yearly Safeguard Review Report or Annual Report (YSRP/AR).

The Consultants will visit the project sites, make use of available documents, reports, and its interactions with DFCCIL officials and other implementing agencies and PAPs /PAFs during the monitoring process; check compliance w.r.t. the RAP & EMP document; and flag any outstanding issues which may affect the quality or pace of the implementation process from social, environmental & / or regulatory requirements. During the site visit, the Consultants will also have to ascertain satisfaction and concern regarding the implementation process. One of the important tasks of the consultants shall be to verify whether the pre-determined tasks are completed prior to the handing over of the encumbrance free stretches to the contactors for initiating construction work. The consultants shall provide options and advice in accordance to the policy provisions on any additional land acquisition, resettlement impacts, environment management activities w.r.t air, water, noise, soil, flora etc. as would be encountered during the implementation.

3. DETAILS OF TASK

a. Resettlement Action Plan and Land Acquisition

- i. Prepare formats to monitor various aspects of RAP implementation and status of land acquisition
- ii. Randomly verify the process followed in determining the compensation in line with the provisions of RAA,2008, RCTLARR,2013, DFCCIL's Entitlement Matrices& relevant state notifications etc. including the inputs from the independent valuer;
- iii. Verify timely payment of compensation to the landowners once the compensation awards are made. Participate in some of the compensation distribution meetings to ascertain the process followed for distribution of compensation cheques;
- iv. Verify the process followed in the dissemination and administration of reimbursement of stamp duty or taxes in case those who buy alternative lands and houses out of compensation money;
- v. Verify the process followed for dealing with those cases where residual land are involved and how missing land plots were purchased:
- vi. Ascertain how the various provisions including payment of additional compensation in case of delay in completing the land acquisition process are administered under RAA 2008;
- vii. Ascertain the effectiveness of the grievance system; Follow up on the status for dealing with grievances related to compensation or any other social issue; and Report on the functioning of grievance redress mechanism to deal with the complainant's grievances related to RAP implementation;
- viii. Follow-up on the progress in land acquisition in relation to civil work time -table and report any likely delays which will affect the timely handing over of the lands to the contractors in accordance with the contract provisions;
- ix. Report on any additional land acquisition requirements due to changes in route alignment or implementation of any associated facilities that are listed in this TOR;
- x. Any others tasks that are appropriate for dealing with land acquisition and compensation payment;
- xi. Identify gap and critical areas in implementation process and develop appropriate corrective actions in consultation with APM social, and refer them to General Manager/LA& SEMU/EC;
- xii. Carry out Random sample check at Field Level to assess whether land acquisition and/or resettlement and/or social program objectives have been met. The sampling size shall cover two to three villages per month thereby covering 30 to 45 villages in 15 months. In each village a representative sample of PAFs shall be consulted.
- xiii. Liaison with CGM, PMC, construction contractor, and project affected communities to review and report progress against RAP;
- xiv. Verify and ascertain that the Entitlements as available in the Entitlement Matrix are administered to the various category of PAPs;

-
- xv. Ascertain that the various proposals made in RAP to mitigate the impacts are implemented in the manner it was described in the RAP;
 - xvi. Ascertain how various suggestion and concerns raised by the local people during consultations are incorporated or addressed during the project implementation;
 - xvii. Report on the Status of completion of reconstruction of affected community assets prior to handing over of the land to the contractor;
 - xviii. Review the functioning of Data Base Management to track the implementation progress;
 - xix. Monitor the progress in providing unskilled/semi-skilled jobs to the PAPs and local people during construction;
 - xx. Participate in the meetings and consultations carried out by the implementing agency or carry out independent consultations to get first hand feedback from the affected and local people on the project implementation in general and RAP Implementation in particular;
 - xxi. Report on any additional R&R impacts due to changes in route alignment or implementation of any associated facilities that are listed in this TOR;
 - xxii. Any others tasks that are appropriate to deal with resettlement impacts and PAPs/local villagers concerns;
 - xxiii. Report other social safeguard issues such as incidence of child labor, unequal wages, unhealthy work camps posing health or security hazards to the workers, contagious diseases management etc.
 - xxiv. Report on progress made in implementation of action plan for addressing GBV issues.
 - xxv. Closure or Completion report of activities undertaken in terms of land acquisition and RAP. It will include the final status of PAPs income, livelihood, living standard, socio economic values (key socio-economic and demographic information, occupation and income, land ownerships, agriculture and non- agriculture assets, debt, housing conditions and access to basic amenities, etc.), level of satisfaction with compensation rates compared to baseline scenario. In addition, appropriate sample size of similar socio-economic background of controlled population should be covered for comparing the living standards with those of unaffected community. Sample size shall be so chosen that would be a true representative of all sections of PAPs.
 - xxvi. Report on the Status of completion of reconstruction of affected community assets prior to handing over of the land to the contractor

b. Environmental Management

- i. Review the EMP and ensuring its implementation. Provide recommendation if any required.
- ii. Review reporting formats for the contractors, environmental engineers of DFC and SEMU to monitor the implementation of environmental management activities in the DFC and modify these, if required
- iii. Plan and impart regular orientation / training programs for the DFC / Consultants/ Contractor staff on the effective implementation of Environmental Management

- measures in the project. The training module shall be prepared and submitted prior to training for review by DFCCIL/WB
- iv. Ensure that utility shifting plan exists and / or the activity has been completed before start of construction of particular section of the project.
 - v. Ascertain that borrow area management plan duly agreed by DFCCIL is in place and borrow areas are opened, operated and closed as per EMP and in consultation with PMC and land owner
 - vi. Review if labour camp is set up as per EMP and monitor its satisfactory operation
 - vii. Verify proper Health & Safety measures are in place for labours, employees working at site
 - viii. Monitor whether Contractor(s) follows silicosis exposure reduction strategy formulated for the project.
 - ix. Review if Contractor(s) avoid soil pollution, remove top soil & keep safely stacked for re-use after construction work is over
 - x. Confirm that pollutants not making its way to water bodies and advise PMC & / or Contractor(s) accordingly,
 - xi. Confirm that temporary drainage is provided at construction sites and proper cross drainage is arranged by the Contractor at the crossing of canal etc. In consultation with state irrigation authority.
 - xii. Verify if crossing passage is provided for wildlife near forest/ cattle, as applicable.
 - xiii. Confirm that construction work is not carried during the night and during rainy season, without necessary safety and precautionary measures.
 - xiv. Confirm that the contractor carries out regular environmental monitoring as per the EMP and recommend necessary mitigation measures, where the parameters exceed the permissible standards
 - xv. Verify adequate dust suppression measures are undertaken and these follow CPCB emission norms; periodical AAQ monitoring data to be checked w.r.t. standards
 - xvi. Check construction equipment, vehicles & machineries have noise control measures, vehicles are fitted with exhaust silencer, vehicles' tyres are washed before it move outside construction sites
 - xvii. Check workers/ labours working on machineries generating noise are provided with ear muff / plug
 - xviii. Check if construction is carried out close to any sensitive receptor without any , temporary noise barrier
 - xix. Monitor that the construction activities are carried without causing any unwanted land subsidence
 - xx. Collate data and report on environmentally sustainable practices being adopted at site. Recommend best practices, if required.
 - xxi. Monitor and encourage practices for reuse/ recycling / treatment of construction/ liquid / solid waste as per rules& approved EMP.
 - xxii. Check if haul and access roads are being maintained as per requirement and that if a dynamic haul/ access road management plan is being updated monthly

- xxiii. Check solid waste and other types of wastes including hazardous waste are managed as per EMP and regulatory provision
- xxiv. Confirm the extent to which Green Belt Development has progressed in line with the Contract, including survival rates for plantation undertaken
- xxv. Verify whether permission from the various statutory authorities is obtained for specified activities like erection and operation of polluting plants, labour camps and withdrawal of water from ground water & / or natural water body
- xxvi. Verify if forest clearance has been obtained for working on erstwhile forest land now taken over for DFC project
- xxvii. Confirm the agreed locations of noise barriers and timelines for their execution within the project life.
- xxviii. Ensure all personnel working at sites are aware of statutory provisions related to Wildlife
- xxix. Participate in the meetings and consultations held by the implementing agencies/contractor(s), PMC
- xxx. Report any lapse by Contractor(s) on environmental aspects to the SEMU with specific recommendations for remedial actions.
- xxxi. Preparation of quarterly progress report on all environmental issues and submission to the World Bank through GGM/LA&SEMUEC.
- xxxii. Preparation of Project Completion/Closure Report that will include status of environmental parameters (monitoring reports of Contractor as approved by PMC to be referred) post project completion in comparison to baseline scenario. Reclamation/restoration status of batching plants, borrow areas, work fronts and any other as would be required by World Bank.

4. CONSULTANT QUALIFICATIONS AND STUDY TEAM

The consultants should have adequate experience in monitoring the implementation of Social and Environmental Management activities in Railway/highway / linear projects. The consultant's team should comprise the following specialists.

Expert	Minimum Qualification	Desirable Qualification	Experience
Team Leader (Quantity -1)	Masters Degree in Sociology/ Political Science /Economics / Anthropology /Rural Management/ development studies, any other social sciences/ Environmental Science /Environmental Engineering / Environmental Planning/ Environment Management	Ph.D./M.Phil in relevant field	Minimum 12 years of relevant experience in implementation, monitoring and evaluation, and Reporting of the project/sector level application of the Social and Environmental Safeguards Policies of Multi-lateral funding agencies like World Bank/ JICA/ ADB/ USAID etc. Out of this 5 years'

	from any recognized Indian University/ Autonomous Institutions		experience of working as Team Leader for monitoring of Social safeguards and Environmental safeguards.
Sr. Environmental Safeguards Specialist /Dy. Team Leader (Quantity -1)	Masters Degree in Environmental Science /Environmental Engineering /Environmental Planning/Environmental Engineering /Environmental Management from any recognized Indian University/Autonomous Institutions/ Engineering Collage	Ph.D./M.Phil in relevant field	Minimum 8 years of relevant experience in implementation and Reporting of Environmental Safeguards Policies of Multi-lateral funding agencies like World Bank/ JICA/ ADB/ USAID etc.
Sr. Social Safeguards Specialist / Dy.Team Leader (Quantity -1)	Masters Degree in Sociology/ Political Science /Economics / Social Work / Anthropology /Rural Management/ Development Studies/ Urban and Regional Planning, any other social sciences	M.Phil/ Ph.D. in relevant field	Minimum 8 years of relevant experience in the resettlement/ community development and implementation, monitoring and evaluation and Reporting of the project level application of Social Safeguards Policies of Multi-lateral funding agencies like World Bank/ JICA/ ADB/ USAID etc.
Social Safeguards Specialist (Quantity -1)	Masters Degree in Sociology/ Political Science /Economics / Social Work / Anthropology /Rural Management/Urban & Regional Planning from any recognized Indian University/Autonomous Institutions/ Engineering Collage	M.Phil/ Ph.D. in relevant field	Minimum 5 years of relevant experience in the field of social/community development and the implementation and Reporting the project level application of Social Safeguards Policies of Multi-lateral funding agencies like World Bank/ JICA/
Environment Safeguards Specialist (Quantity -1)	Masters Degree in Environmental Science /Environmental Engineering	M.Phil/ Ph.D. in relevant field	Minimum 5 years of relevant experience in implementation and Reporting of Environmental

	/Environmental Planning/Environmental Engineering /Environmental Management from any recognized Indian University/Autonomous Institutions/ Engineering Collage		Safeguards Policies of Multi-lateral funding agencies like World Bank/ JICA/ ADB/ USAID etc.
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Depending on the study requirements the consultant should deploy necessary additional staff for carrying out the assignment. All Experts must be able to communicate in English (speaking and writing).

5. DELIVERABLE AND TIMELINES

The assignment shall be carried out for the balance construction period of the project (15 Months) from April, 2021 to June, 2022. Following are the deliverable for EDFC-2.

- **Inception Report** to be submitted within two weeks of commencement of the project, outlining the detailed approach and methodology, schedule of monitoring surveys and field activities
- **Quarterly Review Report** to be submitted within two weeks of the previous quarter presenting the details of review and recommendations for the addressing various issues identified.
- **Annual reports and Final Completion report:** Annual reports to be submitted within four weeks of completion of Social and Environmental Management activities after completion of one year. Final completion report to be submitted within four weeks of completion of Social and Environmental Management activities after completion of 15 months, clearly summarizing the status.

Report		Output	Target Date
Inception Report		Inception report complete with detailed plan, approach and methodology, schedule of sample monitoring check and field activities	Within 15 days of commencement of assignment
Quarterly Review Report	1 st quarter	Quarterly report complete with Environmental & Social Safeguards Monitoring data in presentable form	Within 15 days after expiry of the quarter
	2 nd quarter	Quarterly report complete with Environmental & Social Safeguards Monitoring data in presentable form	Within 15 days after expiry of the quarter

Report		Output	Target Date
	3 rd quarter	Quarterly report complete with Environmental & Social Safeguards Monitoring data in presentable form	Within 15 days after expiry of the quarter
	4 th quarter	Quarterly report complete with Environmental & Social Safeguards Monitoring data in presentable form	Within 15 days after expiry of the quarter
	5 th quarter	Quarterly report complete with Environmental & Social Safeguards Monitoring data in presentable form	Within 15 days after expiry of the quarter
Completion Report		Completion Report complete with summarizing social and environmental activities during the assignment	Within four weeks of completion of assignment/ project

6. PAYMENT SCHEDULE

Sl.no	Payment Schedule	Payment (%)
1	Submission and Acceptance of 1 st Quarterly Report	20
2	Submission and Acceptance of 2 nd Quarterly Report	15
3	Submission and Acceptance of 3 rd Quarterly Report	15
4	Submission and Acceptance of 4 th Quarterly Report	15
5	Submission and Acceptance of 5 th Quarterly Report	15
6	Balance amount shall be released after satisfactory completion of work but not later than 2 months after expiry of 15 months contract period and extension of work , if any	20

The consultant is expected to make presentation of QPR and Completion report to DFCCIL and World Bank.

The consultant is also expected to conduct training and orientation workshops with an objective to guide DFCCIL, PMC, Contractors and other agencies on the implementation of RPF/RAP/EMP/ EMF and its compliance.

The details of training and orientation workshop are as follows:

- 1) Workshop duration: Two Workshops in a year consisting of 2 days duration one each for Environment and Social. Keeping in view the condition of COVID-19 (along with new strains) and vaccination process, virtual trainings will be conducted.
- 2) No of participants per workshop: 20 -30Nos.
- 3) Training arrangements will be done by the consultant.

PART II

Section 8. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address]*¹.

WHEREAS, the Client has received financing from the World Bank which is being used for this contract and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below²:

¹ Avoid use of “P.O. Box” address

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

Sl.no	Payment Schedules	Payment (%)
1	Submission and Acceptance of 1 st Quarterly Report	20
2	Submission and Acceptance of 2 nd Quarterly Report	15
3	Submission and Acceptance of 3 rd Quarterly Report	15
4	Submission and Acceptance of 4 th Quarterly Report	15
5	Submission and Acceptance of 5 th Quarterly Report	15
6	Balance amount shall be released after satisfactory completion of work but not later than 2 months after expiry of 15 months contract period and extension of work , if any	20

C. Payment Conditions

Payment shall be made in Indian Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator.

The Client designates Mr.M.N Hoda, GM/LA&SEM/EC as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

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- 6. Inspections and Auditing** The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be⁴ *[insert language]*
- 13. Dispute Resolution⁵** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

⁵ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: “Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.”

accordance with the laws of the Client's country.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations