



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

**DIRECT REQUEST FOR PROPOSALS**

**RFP No.:** No.HQ/OP&BD/CS/TAC & KPI/DFCCIL/2019

**Loan No.:** (IN-8513)

**Consulting Services for:** Consultancy Services on Track Access Charges and Key Performance Indicators (KPIs) on DFCCIL network (Through Direct RFP)

**Client:** Dedicated Freight Corridor Corporation of India Limited

**Country:** India

**Project:** Eastern Dedicated Freight Corridor Project - 3

**Issued on:** 19/11/2019

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## PART I

### Section 1. Letter of Invitation

**RFP Reference No.:** HQ/OP&BD/TAC & KPI/CS/2019

**Loan No.** IN-8513

**Date:** 19/11/2019

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"): Consultancy Services on Track Access Charges and Key Performance Indicators (KPIs) on DFCCIL network 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 Direct 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](http://www.worldbank.org/procure).
4. The Direct RFP includes the following documents:
  - Section 1 – Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 - Technical Proposal - Standard Forms (FTP)
  - 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 Data Sheet.

Yours sincerely,

**Biplav Kumar**  
**Group General Manager/Business Development**

## Section 2. Instructions to Consultants and Data Sheet

### Instructions to Consultants

#### 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 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.
  - (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (d) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>1</sup>]* agreement with the Bank.
  - (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
  - (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
  - (g) “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).
  - (h) “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
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supplement, but not to over-write, the provisions of the ITC.

- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) “Government” means the government of the Client’s country.
- (l) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (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) “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.
- (q) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.



- (r) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (s) “SPD - RFP” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains 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.
- (w) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.

## 2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), 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, 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. Fraud and  
Corruption**

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of 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 ITC 6.1 and ITC 6.2 above:

**a. Sanctions**

6.3.1 A firm or an individual sanctioned by the Bank in accordance 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 available 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 State-Owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the Borrower’s country may 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 enterprises 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 or 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 ITC 5.

**a. Extension of  
Validity Period**

12.4 The Client will make its best effort to complete the negotiations and award the contract 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, except as provided in ITC 12.7.

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 seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute 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 substitute 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 be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. 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 ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. 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 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) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[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 be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the 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 Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

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 shall 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 ITC 23.
- 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 ITC 15.1, 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 ITC 12.7. 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, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 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.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. 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 included 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**

24.1.2 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 ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

**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 with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

- |  |  |
|--|--|
| <b>b. Fixed-Budget Selection (FBS)</b> | 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the <b>Data Sheet</b> shall be rejected.  |
|  | 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.   |
| <b>c. Least-Cost Selection</b>         | 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a 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.  |
| <b>a. Availability of Key Experts</b> | 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 ITC 12. 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>b. Technical Negotiations</b>      | 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 this Clause, 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. Standstill Period**

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the

Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**31. Notification of Intention to Award**

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

**32. Notification of Award**

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
- (f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

### **33. Debriefing by the Client**

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

#### **34. Signing of Contract**

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

#### **35. Procurement Related Complaint**

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
2.1	<p><b>Name of the Client:</b> Dedicated Freight Corridor Corporation of India Ltd</p> <p><b>Method of selection:</b> Quality and Cost Based Selection (QCBS) as per the Procurement Regulations (available on <a href="http://www.worldbank.org">www.worldbank.org</a>)</p> <p>Applicable guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, dated January 2011 and Revised version July 2014.</p> <p><b>There is not shortlisted firms through EOI, because it is Direct RFP.</b></p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> Consultancy Services on Track Access Charges and Key Performance Indicators (KPIs) on DFCCIL network</p>
2.3	<p><b>A pre-proposal conference will be held:</b> Yes</p> <p>Date of pre-proposal conference: 12/12/2019</p> <p>Time: 15:00 hrs</p> <p>Address: Conference Room, 4th Floor, Dedicated Freight Corridor Corporation of India Ltd., Pragati Maidan Metro Station Building Complex, New Delhi-110001 (India)</p> <p>Telephone: 011 23454960 Facsimile:011-23454701, Email: biplavkumar@dfcc.co.in</p> <p>Contact person/conference coordinator: Mr. Biplav Kumar, GGM/BD</p>
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b> N/A.</p>

6.3.1	A list of debarred firms and individuals is available at the Bank's external website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
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><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) TECH-1</li> <li>(3) TECH-2</li> <li>(4) TECH-3</li> <li>(5) TECH-4</li> <li>(6) TECH-5</li> <li>(7) TECH-6</li> </ul> <p>AND</p> <p><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> <li>(5) Statement of Undertaking (if required under Data Sheet 10.2 below)</li> </ul>
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 : No

<b>12.1</b>	<b>Proposals must remain valid for 04/03/2020 (120 days) after the proposal submission deadline.</b>
<b>13.1</b>	<p><b>Clarifications may be requested no later than 15 days prior to the submission deadline.</b></p> <p>The contact information for requesting clarifications is:  Mr.Biplav Kumar  Group General Manager/Business Development  Room no.400A, 4th Floor,  Dedicated Freight Corridor Corporation of India Ltd.,  Pragati Maidan Metro Station Building Complex, New Delhi-110001 (India)  Tel.011 23454960, Email: biplavkumar@dfcc.co.in</p>
<b>14.1.2</b>	<b>Estimated input of Key Experts' time-input: 44 person-months.</b>
<b>15.2</b>	<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>
<b>16.1</b>	<p><i>Consultant will cover reimbursable items under FIN-4. For guidance some of the expenses are listed below:</i></p> <ol style="list-style-type: none"> <li><i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></li> <li><i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i></li> <li><i>(3) cost of office accommodation, including overheads and back-stop support;</i></li> <li><i>(4) communications costs;</i></li> <li><i>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></li> <li><i>(6) cost of reports production (including printing) and delivering to the Client;</i></li> <li><i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i></li> </ol>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates: No</b>

16.3	<p><b>Information on the Consultant's tax obligations in the Client's country can be found from the Government notification issued by respective authority related with concerning tax (income-tax, service tax, etc.). Contract Price must include all taxes except GST which will be paid extra.</b></p>
16.4	<p><b>The Financial Proposal shall be stated in the following currencies:</b>  <u>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</u>  <b>The Financial Proposal should state local costs in the Client's country currency (local currency): Yes</b></p>
<b>C. Submission, Opening and Evaluation</b>	
17.1	<p><b>The Consultants shall not have the option of submitting their Proposals electronically.</b></p>
17.4	<p><b>The Consultant must submit:</b>  (a) <b>Technical Proposal:</b> one (1) original and three (3) copies;  (b) <b>Financial Proposal:</b> one (1) original.</p>
17.7 and 17.9	<p><b>The Proposals must be submitted no later than:</b>  <b>Date:</b> 03 January 2020  <b>Time:</b> 15:00  <b>The Proposal submission address is:</b>  Mr.Biplav Kumar  Group General Manager/Business Development  Room no.400A, 4th Floor,  Dedicated Freight Corridor Corporation of India Ltd.,  Pragati Maidan Metro Station Building Complex, New Delhi-110001 (India)  Tel.011 23454960, Email:biplavkumar@dfcc.co.in</p>
19.1	<p><b>An online option of the opening of the Technical Proposals is offered:</b>  No  <b>The opening shall take place at:</b></p>



	<p>Meeting Room, 5th Floor, Dedicated Freight Corridor Corporation of India Ltd., Pragati Maidan Metro Station Building Complex, New Delhi-110001 (India)</p> <p><b>Date:</b> 03 January 2020</p> <p><b>Time:</b> 15:30</p>
<b>19.2</b>	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals – <u>N/A.</u></b></p>
<b>21.1</b> (for FTP)	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <p>Experience of the firm should not be less than seven years.</p> <p><b>a) The eligibility criteria for shortlisting of the Consulting firms (“Consultants”) shall be as under:</b></p> <p>(i) Experience of the firm should not be less than seven years.</p> <p>(ii) The firms has experience of similar assignments which are as below:</p> <ul style="list-style-type: none"> <li>• Pertaining to Non-discriminatory access for Railways &amp; Developing framework for access regulatory in Railways sector, Formulating methodology for the infrastructure access charges for Railways.</li> </ul> <p>(iii) <u>The firm should have an annual turnover of at-least INR 50 Cr. during the last three financial year’s i.e. FY 2018-19, 2017-18 &amp; 2016-17.</u></p> <p>Note:</p> <p>(i) <u>Only eligible shortlisted Consultants’ Technical proposal will be evaluated.</u></p> <p>(ii) <u>Only those assignments should be included, which have been carried out by the Firms/JV/Consortium. The assignments carried out by Sub-contractor/consultant companies should not be included.</u></p> <p>(iii) <u>Experience of firm associated as Sub Consultant will not be considered.</u></p> <p><b>b) Point system for the evaluation of the Full Technical Proposals:</b></p> <p style="text-align: right;"><u>Points</u></p> <p>(i) <b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> [10]</p>

	<p>(ii) <b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</b></p> <p style="text-align: right;">[30]</p> <table> <tr> <td>a) Technical approach and methodology</td><td>05</td></tr> <tr> <td>b) Work Plan</td><td>05</td></tr> <tr> <td>c) Organization and staffing</td><td>20</td></tr> </table> <p>(iii) <b>Key Experts' qualifications and competence for the Assignment:</b></p> <p><i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i></p> <table> <tr> <td>a) Team Leader (Rail Access Specialist)</td><td>15</td></tr> <tr> <td>b) Railways Expert</td><td>12</td></tr> <tr> <td>c) Tariff Expert</td><td>12</td></tr> <tr> <td>d) Accounting cum tax Expert</td><td>12</td></tr> <tr> <td>e) IT Expert</td><td>9</td></tr> </table> <p style="text-align: right;"><b>Total points for criterion (iii): [ 60]</b></p> <p>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:</p> <ol style="list-style-type: none"> <li>1) General qualifications (general education, training, and experience): 20 %</li> <li>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ) : 70%</li> <li>3)[If relevant to the task, add the 3d sub-criterion: Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10 %</li> </ol> <p style="text-align: right;">Total weight: 100%</p> <p><b>Total points for the three five criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is: <u>70</u></b></p>	a) Technical approach and methodology	05	b) Work Plan	05	c) Organization and staffing	20	a) Team Leader (Rail Access Specialist)	15	b) Railways Expert	12	c) Tariff Expert	12	d) Accounting cum tax Expert	12	e) IT Expert	9
a) Technical approach and methodology	05																
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d) Accounting cum tax Expert	12																
e) IT Expert	9																
	<b>Public Opening of Financial Proposals</b>																
<b>23.1</b>	<b>An online option of the opening of the Financial Proposals is offered:</b> No.																
<b>25.1</b>	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;																

	<p>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.</p>
<b>26.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is INR</b></p> <p><b>The official source of the selling (exchange) rate is:</b> <u>As published by State Bank of India. In case BC selling rates published by SBI are not available Exchange rate may be obtained from the website – <a href="https://www1.oanda.com/fx-for-business/historical-rates">https://www1.oanda.com/fx-for-business/historical-rates</a> or <a href="http://www.xe.com/ict/">http://www.xe.com/ict/</a></u></p> <p><b><u>The date of the exchange rate is: 28 days prior to submission date of RFP.</u></b></p>
<b>27.1</b> <b>(QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80%, and</b></p> <p><b>P = 20%</b></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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
<b>28.1</b>	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Within (7) seven days from the date of finalization of tender.</b></p>

	<p><b>Address:</b></p> <p>Mr.Biplav Kumar Group General Manager/Business Development Room no.400A, 4th Floor, Dedicated Freight Corridor Corporation of India Ltd., Pragati Maidan Metro Station Building Complex, New Delhi-110001 (India) Tel.011 23454960, Email:biplavkumar@dfcc.co.in</p>
<b>30.2</b>	<p><b>Expected date for the commencement of the Services:</b></p> <p>After signing of contract, consultant will communicate confirmation of Key Experts' availability to the client. This date will be the date for the commencement of the services.</p> <p>(Within ten days after award of contract, consultant will communicate this confirmation)</p>

## Section 3. Technical Proposal – Standard Forms

### CHECKLIST OF REQUIRED FORMS

<b>Required for FTP ✓</b>	<b>FORM</b>	<b>DESCRIPTION</b>	<b>Page Limit</b>
✓	TECH-1	Technical Proposal Submission Form.	
✓If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓If applicable	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:

Mr.Biplav Kumar  
Group General Manager/Business Development  
Room no.400A, 4th Floor,  
Dedicated Freight Corridor Corporation of India Ltd.,  
Pragati Maidan Metro Station Building Complex, New Delhi-110001 (India)  
Tel.011 23454960, Email:biplavkumar@dfcc.co.in

Dear Sirs:

We, the undersigned, offer to provide “Consultancy Services on Track Access Charges and Key Performance Indicators (KPIs) on DFCCIL network” in accordance with your Direct Request for Proposals (RFP) 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 as 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, ITC 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 Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) 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./
- (g) Except as stated in the Data Sheet, ITC 12.7, 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 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) 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 ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

---

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} \_\_\_\_\_

{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

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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. *[If required under Data Sheet ITC 32.1, the successful Consultant shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

#### 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 members. 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.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{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 mill/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 (in FTP format):

- 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 [***Note to Client: add the following for supervision of civil works contracts:*** including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] 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-4

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

---

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, Methodology, and Organization of the Consultant's team.**  
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks [*Note to Client: add the following for supervision of civil works contracts:* including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments (on the TOR and on counterpart staff and facilities)**  
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

## FORM TECH-5

### WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

- 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
<b>KEY EXPERTS</b>															
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															
<b>Subtotal</b>															
<b>NON-KEY EXPERTS</b>															
N-1			[Home]												
			[Field]												
N-2															
n															
<b>Subtotal</b>															
<b>Total</b>															

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

 Full time input

 Part time input



## FORM TECH-6 (CONTINUED)

### CURRICULUM VITAE (CV)

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

**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. Hbbbbb, deputy minister]		

**Membership in Professional Associations and Publications:**

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**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

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

**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, as and when necessary, 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{ day/month/year }

\_\_\_\_\_  
Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **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, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4      Reimbursable expenses

## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To:

Mr. Biplav Kumar  
 Group General Manager/Business Development  
 Room no.400A, 4th Floor,  
 Dedicated Freight Corridor Corporation of India Ltd.,  
 Pragati Maidan Metro Station Building Complex, New Delhi-110001 (India)  
 Tel.011 23454960, Email: biplavkumar@dfcc.co.in

Dear Sirs:

We, the undersigned, offer to provide Consultancy Services on Track Access Charges and Key Performance Indicators (KPIs) on DFCCIL network 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} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with ITC 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 valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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,

---

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}\_\_\_\_\_

{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 ITC 16.4 of the Data Sheet}
	In Indian Rupees (Rs.)
<b>Cost of the Financial Proposal</b>	
Including:	
(1) Remuneration	
(2) Reimbursables	
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
(i) {insert type of tax e.g., VAT or sales tax}	
(ii) {e.g., income tax on non-resident experts}	
(iii) {insert type of tax}	
<b><u>Total Estimate for Indirect Local Tax:</u></b>	

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

### 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

No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
_____	<b>Key Experts</b>	_____	_____	_____	_____
K-1	_____	_____	[Home]	_____	
	_____		[Field]	_____	
K-2	_____	_____		_____	
	_____			_____	
	_____			_____	
	_____	_____		_____	
	_____			_____	
	_____			_____	
_____	<b>Non-Key Experts</b>	_____	_____	_____	_____
N-1	_____	_____	[Home]	_____	
N-2	_____	_____	[Field]	_____	
	_____	_____		_____	
	_____			_____	
	_____			_____	
	Total Costs				

### 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

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	(Local Currency – as in Fin 2)
	{e.g., Per diem allowances**}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{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 ITC 6.3.2**, 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): \_\_\_\_\_ [list country/countries following approval by the Bank to apply the restriction *or* state “none”]

Under the ITC 6.3.2 (b): \_\_\_\_\_ [list country/countries *or* indicate “none”]



## Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

### 1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, 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 party;
  - 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 obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) 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
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution 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 at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

## Section 7. Terms of Reference

### Terms of Reference (TOR) for Consultancy Services on Track Access Charges and Key Performance Indicators (KPIs) on DFCCIL network

#### 1. Information and Background

- 1.1 The Indian Railways (IR) network spreads over 67000 route km and handles more than 1200 million tonnes of freight traffic annually. The volume of freight is poised to increase owing to the significant growth in traffic potential related to industrial production and GDP. Rail service is delivered by Zonal Railways that control the Divisions, which are the main functional units of Indian Railways.
- 1.2 Railway lines forming the “golden quadrilateral” connect the four metropolitan cities of Delhi, Mumbai, Chennai and Kolkata. These lines comprise only 16% of route length, but move more than 58% of total freight traffic transported by IR. In 2006, Government of India (GOI) established the Dedicated Freight Corridor Corporation of India (DFCCIL) under the Companies Act of 1956, as a Special Purpose Vehicle, wholly owned by Ministry of Railways (MOR). DFCCIL has been mandated to design, build, operate and maintain Dedicated Freight Corridors (Eastern and Western Corridors). The DFC will offer improved freight capability, higher axle load, 100 kmph speed, and absence of delays due to passenger train priorities or inadequate track capacity. The DFC will provide a quantum increase in rail transport capacity for meeting the rapidly growing freight transport demand of the country and help increase the modal share of Railways in India.
- 1.3 Two dedicated freight corridors are presently under construction: the Eastern Corridor (EDFC) extends from Sahnewal to Dankuni, and the Western Corridor (WDFC) extends from Dadri to Jawaharlal Nehru Port Terminals near Mumbai with total 3360 route km. Excluding PPP section, the total route km will be 2822km. Most of the conventional traffic on DFC will originate and/or terminate at stations located on the IR network or production/consumption centres outside DFCs.
- 1.4 The relationship between MOR and DFCCIL is governed by a Concession Agreement. Under this agreement, DFCCIL will build, operate and maintain the infrastructure. IR will use the network, routing freight traffic over DFCCIL by providing freight wagons and locomotives and paying a track access charge. The Concession Agreement includes following components under principles of track access charging:

- Full cost recovery;
  - Structure includes the following:
    - (i) a fixed charge, which will, at a minimum, cover debt servicing and repayment of loan obligations, return on equity (nominal in initial years), interest on working capital and other fixed organizational costs,
    - (ii) a variable charge levied based on gross ton-km, and
    - (iii) additional provision for rewards and penalties based on performance efficiency and performance indicators.
- 1.5 At first, IR will be the only authorized rail user of the DFCs. However, the concession agreement includes the provision that in the future, MOR will establish standards for qualifying multiple Authorized Rail Users and the DFCs will be open to all Authorized Rail Users on a non-discriminatory basis. In future, the TAC will be applicable to IR as well as to other rail users in multiple operator regime.
- 1.6 **Key Performance Indicators:** Para 2.5 of Track Access Agreement mentioned in the Concession Agreement between MOR and DFCCIL lays down the following provisions regarding Key Performance Indicators:
- (a) The Key Performance Indicators (KPIs) shall be prescribed jointly by MOR and DFCCIL. The KPIs are relevant to both Parties and shall be complied with for at least a period of one year from the Commencement Date. DFCCIL and the MOR will monitor the appropriateness of the KPIs for a period of one year from the Commencement Date. The Parties shall meet not less than once every month during the one year specified in clause 2.5(a) above for the purpose of discussing actual performance against KPIs.
- 1.7 Upon the expiry of one year period specified in clause 2.5(a) of the Track Access Agreement, the parties will jointly determine the appropriateness of the KPIs for the purpose of reward or penalty, which shall be according to the mutual decision of the parties. If the parties agree on the changes to the KPIs, those KPIs shall be complied with for such further period as is agreed by the parties. If the parties fail to agree on any changes to the KPIs, which will have an effect on the revenue outflow based on Track Access Charges, the same can be brought before the independent Tariff Regulatory Authority mentioned in clause 4 of Track Access Agreement. In the absence of Tariff Regulatory Authority, a Committee shall be formed with nomination of equal members both from Railway Board and DFCCIL.
- 1.8 In-Principle Approval (IPA) on the policy for calculating Track Access Charges for DFCCIL has been accorded by Railway Board, Ministry of Railways with the instructions wherein following main points are described:
- (i) components of TAC
    - a. O&M Expenses,

- b. depreciation,
- c. Interest on Loan and
- d. Land lease charges (@ Re 1/- in single operator regime and appropriate value in multi operator regime).
- e. Return on Equity (as detailed in para 1.8 iii)
- (ii) In order to bring efficiency in system, Key Performance Indicators (KPIs) are to be worked out through engagement of a consultant. MD/DFCCIL or his nominee would coordinate with Infra Directorate, Railway Board to work out the KPIs in order to reward/penalize DFCCIL for over achievement/under achievement. Final KPIs shall be approved by Railway Board.
- (iii) In the multiple operator regime, adequate Return on Equity, actual land lease charges and interest on working capital shall be built into TAC.

1.9 GGM(BD) shall be the single point contact for resolution of issues during Consultancy Services.

## 2. Objectives of the Study

The objectives of the study are :-

- (i) Formulation and Computation/calculation of Track Access Charges to be collected from the rail user in Single Operator regime and multi operator regime. Work of TAC will be carried out for WDFC and EDFC which sections are as below:

EDFC -

New Chawapail – New Sonnagar/New Chirailapauthu

New Khurja Jn – New Boraki – New Dadri

WDFC

New Dadri – New JNPT

Single Operator regime - Indian Railway will be the sole operator in initial stage. Consultant is to study in detail the subject of assignment (Track Access Charge) in domestic and international contexts to arrive at a formula for TAC on DFC network as per Railway Board approved principles and advice on TAC and earlier reports on the subject. Consultant will also suggest charges for unused capacity of DFC which will be approved in consultation with IR. Consultant will also suggest charges for Railway funded section.

Multiple Operator Regime – Consultant will suggest international best practices to adopt TAC methodology for Multiple Operator Regime. Consultant will prepare TAC formula taking into consideration running of time tabled trains,

premium trains services, and various other train products. Charges will be prepared for regular customer / train operators based on train types/categories as determined during TAC formulation in consultation with MOR.

Separate reports shall be submitted for TAC and its formulation during Multi operator regime discussing scope for variation in TAC charges as per types of trains and market's ability to bear the same and at the same time not compromising the interest of DFCCIL/IR. Best practices along with examples from successful organizations across the world may be illustrated to suggest options for adoption in Indian situation.

- (ii) Establish a detailed methodology (giving formula) for calculating track access charges as approved by Railway Board at start up and at later stage in view of phase-wise opening of sections in both corridors and also strategy for future corridors.
- (iii) Consultant will calculate the TAC with ROE and without ROE (ROE taken as zero in single regime system). Similarly, Land lease charges will be considered as @Re 1 and also considered @ different rate as advised by the DFCCIL/MOR.
- (iv) Study the options for dealing with the Tax element, liability/exemption from Ministry of Finance,
- (v) Setting the best Key Performance Indicators for DFCCIL. This will be approved by DFC/IR.
- (vi) Reward, Penalty and compensation will be fixed on the basis of KPIs.
- (vii) Define the best measuring Units for Track Access Charges and Key Performance Indicators.
- (viii) Study and suggest the options and formula for calculating/computing the Track Access Charges and separately assign the parameters for the following situations:  
In sole operator regime (IR), when Locomotive and wagons (rolling stock) are provided by Indian railways and Crew (Drivers ) is provided by DFCCIL. For calculation of TAC, consultant will consider two scenario (i) Crew will be provided by DFCCIL and (ii) Crew will be provided by IR.  
In multi operator regime, when Locomotive and wagons (rolling stock) are owned by other operators (like CTOs) using DFC path and crew is provided by DFCCIL.
- (vii) Cost of services provided by DFCCIL at various locations such as Integrated Maintenance Depot (IMD), Integrated Maintenance Sub Depot (IMSD), by the stations/yard etc. should also be taken in to account while calculating TAC.
- (viii) Study and suggest the IT solutions for calculation/computation of Track Access Charges and Key Performance Indicators through SAP or other software module, Linking TAC with Key Performance Indicators and methodology for MIS report generation. Data Input format is also to be designed for IT module suggested.



- (ix) TAC formula should have slots for the variable coefficients related to train length, commodity class(slabs), stock types, max speed for various train types etc as per which price variation (TAC) will take place giving due weightage to various causes of cost in train running/Infrastructure maintenance. Financial impact of Non-utilization of path/capacity allocated to individual operators and ways to neutralise it or compensate DFC for the same should be factored in while formulating/computing the TAC. Based on the above ,DFCCIL should be able to modulate the TAC in consultation with MOR. In general full cost recovery will be the guiding principle, however, keeping room for market influences.
- (x) A scientific and market driven factor (say mark up) will be formulated by the consultant to be applicable on segments which can bear the burden in order to pave way for realising the fixed infra cost over the assets' life cycle without compromising efficiency, transparency and competitiveness in the market . However, this should not lead to some segment going to other mode if the same can bear at least the marginal cost along with the fixed mark up. Such applications, however, will be regulated by IR in Single Operator regime.

## Scope of Work

### 3. Track Access Charges and Key Performance Indicators (KPIs)

#### 3.1 Collection of data /Calculation of Track Access Charges

- (i) Basic pricing will be on the principles of full cost recovery. However, price differentiators will be applied based on cause of cost principle giving varied weightage to train types or weight slabs, train length (standard/long haul), empty trains, light engines, speed etc. Apart from above price differentiators as coefficient will also be worked out for commodity class (of IR) slabs based on what market can bear. However, any or some factors/coefficients for pricing may be dissociated or modified by DFCCIL/IR and the final formula will be structured such that any coefficient or price differentiator can be dropped/suspended totally or for some period as decided. The pricing (TAC) will also take care of unutilized line capacity the cost of which will be borne, in full or by applying scientific coefficient, by IR as per the terms of concession agreement.
- (ii) The consultant shall consider the Track Access Charges (TAC) calculation methods as suggested in earlier two studies (DMCSD and CSNDAD) including TAC committee report and as was approved by Railway Board. The consultant will not only consider above studies/reports for TAC formulation/ calculation but also consider international best practices to adapt TAC methodology. The consultant, however, may suggest improvement in the methodology to calculate the TAC comparing with the best internationally adopted practices within the purview of Concession Agreement between IR and DFCCIL. In case of any

conflict with the Railway Board Committee recommendation, the matter shall be brought to GGM(BD) for resolution.

- (iii) The consultant shall update the TAC calculated at various stages with the updated cost figures from time to time. Consultant will also provide inputs to calculate the TAC through automatic process (IT module adopted by DFCCIL) without manual intervention. The automation of TAC calculation will be provided by service provider for IT solution by IT department. Either it may be SAP professional or other software service provider.
- (iv) In O&M cost, consultant will describe variable costs and fixed costs in context of DFC and ensure that no cost item has been left out for computation of TAC. Consultant will also suggest calculation formula for internal traffic of DFCCIL (originating and terminating on DFC network) and traffic generated by the DFCCIL. In this situation, traffic will be generated by the efforts of DFCCIL and path will be 100% of DFCCIL. But rolling stock including locomotives for this traffic will be provided by IR. In such case, there will be two scenarios for revenue :
  - a. one with provision of TAC and
  - b. other with revenue sharing model between IR and DFCCIL considering usage of IR assets.
- (v) The consultant will prepare a format for data collection segregating for fixed and variable costs which will be distributed to the concerned departments of DFCCIL. The data collection will be done by the consultant with assistance of DFCCIL. The data will be collected by DFCCIL covering the components of TAC as defined by Railway Board in IPA (In Principle Approval) of TAC Policy and consultant will ensure that complete data have been collected against the TAC components.
- (vi) The consultant shall calculate the TAC for the first year of operation based on projected O&M (Fixed and variable OPEX) costs, interest on working capital and borrowings, loan repayment, depreciation, etc. (as per concession agreement and Railway Board IPA) and again in the subsequent year based on the actual O&M cost and incremental traffic which will be cross checked with the actual accounts of DFCCIL. The consultant will suggest methodology of cross checking with audited account for TAC. The same exercise shall be done for other sections which will be commissioned subsequently or simultaneously.
- (vii) The Consultant shall, after a detailed study and collection of cost data, calculate TAC for phase wise opening of sections of Eastern and Western DFCs based on the projected and actual traffic offering by IR. Consultant will submit TAC to DFCCIL and the same will be put up to DFCCIL TAC committee. After approval of the committee on TAC, the computation of TAC will be put up to Railway Board by DFCCIL for approval.

- (viii) The consultant shall assist in this regard by rendering all necessary information/data/presentation to DFCCIL/Railway Board.
- (ix) The consultant will submit complete TAC calculation sheet separately for each corridor and for each section targeted to be opened in first phase at least three months before commencement of commercial operation over New Khurja-New Bhaupur section of EDFC and New Rewari-New Palanpur section of WDFC for the FY 2020-21. There may be adjustments depending upon time delays/variations.
- (x) The Consultant will analyze the calculated TAC on traffic projection basis and reconcile with actual data during the operations period. The consultant shall prepare corridor-wise calculation considering each corridor as a separate unit. On the basis of above unit, TAC computation will be done for the section which is going to be opened. TAC formula should be devised for per gross ton track km, with application of coefficients for variants (train types, cargo, etc.).
- (xi) Formula for calculating TAC will be prepared on the basis of policy decided in In principle Approval accorded by Railway Board. But consultant will also suggest coefficients based on train weight/length, empty train movement, light engine, utility train movement on the track as and when required By IR/DFCCIL. Consultant will formulate track access charges and work out charges to be levied for services at DFC goods shed/terminals services, terminal/yard shunting, etc.
- (xii) While computing TAC, consultant shall keep in mind all variables relating to infrastructure use, commodity, etc leading to variable cost originations for the Infrastructure Manager i.e. DFCCIL:  
While calculating/computation of TAC, the Consultant shall keep in mind the following factors, but not limited to–
  - Infrastructure use –
    - Siding charges
    - Shunting charges, etc.
  - Differential TAC for –
    - Long haul
    - Heavy haul
    - Commodity class slab wise
    - Type of stock/standard rakes
    - Empty train
    - Light engine/loco consists
- (xiii) Track occupancy due to detention of trains by IR will also be considered for computation of TAC.
- (xiv) Assess the requirement and rationale for charging same / different TACs for the WDFC and EDFC.

- (xv) Consultant shall submit all the data collected, reconcile and compile for calculation of TAC & KPIs at the end of each phase in both soft and hard copies.
- (xvi) Regarding Track Access Charges, Consultant shall provide all necessary Inputs & requisite skilled Man Power to successfully & satisfactorily put to effect the TAC with the objective of enabling the DFCCIL to charge the TAC on pre-defined frequency; covering the entire phase i.e. from the conceptualization to detailed planning & execution stages, subsequently to the Commissioning stage including successful Testing of the devised Mechanism, at all the required stages e.g. Pre, during and post Commissioning.
- (xvii) Consultant shall submit user guide/manuals, data collected, reconciled, TAC computation sheets and formulas for calculation of TAC & KPIs at the final commissioning stage of two corridors in both soft and hard copies in editable formats.

### **3.2 Formulation of Key Performance Indicators (KPIs) and Incentive/Penalty mechanisms for DFCCIL**

- (i) Consultant shall define and consolidate a list of the KPIs considering those mentioned in the Concession Agreement, TAC committee report and earlier study reports and other parameter based on subsequent practical experience. Consultant will explore possibility of penalty and reward in case of maintenance block to the maintenance agencies responsible for under/over performance.
- (ii) Technical parameters and their value range with respect to KPIs related to operations, infrastructure/ asset management, etc. would be ascertained by DFCCIL. For commercial KPIs, consultant shall suggest indicative range of parameters and values for consideration of DFCCIL/ IR.
- (iii) The KPIs will be specifically defined for (i) transient period i.e. when phase wise operations commence on DFCs and (ii) for the fully commissioned DFC network.
- (iv) The Consultant shall suggest a formula for TAC calculation with and without integration of KPIs.
- (v) The consultant shall also devise suitable mechanisms (pragmatic) of integration of payments of incentives/ penalties with TAC. The suggested mechanisms shall be self-explanatory and such mechanisms would clearly spell the payments which would yield to DFCCIL/ IR/ other train operators (at a later stage) on actual performance of DFCCIL vis-à-vis set KPIs. Consultant may give numeric/quantitative example to support the mechanism suggested.
- (vi) Consultant shall then conduct a workshop with the representatives from DFCCIL and IR to build a consensus on (i) the suggested KPIs, (ii) payment mechanisms of incentives/ penalties and (iii) integration of suggested KPIs with the TAC.

- (vii) All TAC & KPI data shall be confidential and shall not be used for any other purpose by the consultant.

### **3.3 Involvement of Information Technology (IT) in TAC**

- (i) Consultant shall assist for providing data/inputs for IT system and design the formula for IT enabled system (SAP, if it is ready at the time of implementation or any other suitable and available software compatible to DFC requirement) for entire functioning of TAC. This shall include consolidation of various inputs which would be required for computation of TAC, integration of KPIs with TAC, invoicing for TAC, tracking of collections and MIS generation. This would need to be designed in sync with existing IT tools which may already be functioning within DFCCIL. Consultant will provide all forms and reports related to data feeding and report generation. In case of SAP, Consultant will interact with the customization agencies for the purpose of inclusion of TAC in SAP or any other IT process decided for TAC implementation/automation.
- (ii) Consultant shall liaison with SAP/IT consultant to accomplish compatibility of IT tool with designed TAC format and formula. This shall involve undertaking of a review and preparing comprehensive report of changes required in SAP/IT programme in sync with capitalization policy and O&M cost inputs.
- (iii) Consultant will provide IT solution framework for TAC/KPI.
- (iv) The IT system for TAC should allow the Client (DFC/IR) to play with the variables like,
  - Land lease charges
  - ROE
  - Traffic flows
  - OPEX costs
  - Fixed costs
  - Variants (causes as cost originators like train length, weight, speed, stock types etc)
 with an objective to see their impact on TAC, and for maintaining profitability of DFCCIL, while ensuring low unit cost of transportation for customers.

### **3.4 Processes of “Escrow” account for transaction of TAC with safeguards**

The consultant will recommend processes of management of Escrow Account for transaction of Track Access Charges with necessary safeguards. The consultant will also suggest the way and arrangements of outflow.

4. Capitalization related data will be provided by GM/FIN/CAG (Accounting Division head), but consultant will provide format for the required data to calculate the TAC.

Assistance on capitalization of assets will be provided by the consultant appointed by Accounting division under GM/Fin/CAG.

- (i) Consultant shall prepare data collation templates for gathering information from various stakeholders such as DFCC, PMC, Contractors for the said purpose.

## 5. Training and workshop

- (i) Consultant shall provide ten days workshop to the officers nominated by DFCCIL. Training will be given by consultant to DFCCIL TAC unit, so that knowledge may be enriched of this unit on TAC.
- (ii) Training material shall be shared with the attendees and DFCCIL.

## 6. Deliverables, timelines and payment schedule

- 6.1 The total duration of the consultancy would be **Ten Months** (300 days) spread on an intermittent basis across three years period. The schedule of deliverables which will cover clauses 2 to 5 mentioned above and payments is provided below.

<b>Deliverable</b>	<b>Timeline for submission</b> (T: date of commencement of assignment)	<b>Payment % on approval of the reports/deliverable</b>
<b>Key deliverable 1:</b> Inception Report summarizing the initial client consultations, team organogram for the assignment, detailing of the entire assignment in tasks, sub-tasks and other elements and strategy of undertaking the work described in the TOR.	T + 15 days	10%

<b>Key deliverable 2:</b> submit Sample templates/ formats (blank) as required for data collation and data repositories. After getting the data related to O&M cost, submit draft O&M cost with methodology of calculation of O&M cost. Establish KPIs, with involvement of incentives/penalties.	T + 2 months	10%
<b>Key deliverable 3:</b> With co-ordination of accounting division consultant, Report on TAC, KPIs, payment mechanisms of TAC, incentives/penalties and provide over all IT solution for TAC & KPIs.	T + 3 months (subject to availability of accounting division data)	10%
<b>Key deliverable 4:</b> Draft Final Report incorporating recommendations on TAC, KPIs, payment mechanisms of incentives/ penalties, IT solution and Organizing a workshop.	T + 3.5 months	10%
<b>Key deliverable 5:</b> Final Report incorporating observations, modifications and suggestions from DFCCIL/IR.	T + 4 months	15%
<b>Key deliverable 6:</b> Phase-wise assistance for claiming TAC from IR upto fully commissioned stage	Phase I: New Khurja - New Bhaupur section of EDFC and New Rewari-New Palanpur section of WDFC (above sections are indicative) 2 Month	15%

	Phase II New Bhaupur – New Mughalsarai in EDFC New Palanpur – JNPT in WDFC (above sections are indicative) 2 Month	15%
	Phase III  2 Month	15%

Note:

- i. DFCCIL will intimate the consultant about calculation of TAC at specified intervals of time as per physical progress of the DFC commissioning work.
- ii. Man days mentioned against time line (given in deliverables) will not be linked with actual man days, if any (with respect to pay). DFCCIL will not be responsible for additional man days, if any, utilized by the consultant for submission/approval of TAC report and payment will be made as per payment percentage of deliverables. For Key deliverable 6, indicated time has been mentioned as two months. However payment will be Lump-sum % of Consultancy price as indicated in para no.6.1 under Key deliverable 6,
- iii. At every deliverable stage, the consultant has to submit a PPT for better understanding for all the stakeholders.
- iv. After completion (approval) of KD-2, it may be possible that consultant has to wait for data from accounting division regarding capitalization of assets.

**6.2 DFC Sections mentioned in Phase 1, Phase 2 and Phase 3 under Key Deliverables 6, are subject to change as per DFCCIL project requirements:** At the time of final report stage of the consultancy, if both corridors are not in operational stage, consultant will assist DFCCIL for claiming TAC and setting up KPIs upto fully commissioned stage. The consultant shall assist DFCCIL with presentations/ computations/ other inputs during DFCCIL's interactions with stakeholders.

**6.3 Other support:**

Consultant will remain associated with DFCCIL till final stage of commissioning of both the corridors (which is divided in three phases). DFCCIL would inform the consultant at start and end of each of the three phases. Consultant will have to be an advisor and provide necessary assistance to DFCCIL at regular intervals



irrespective of table timeslots mentioned under Section 4 without linking to pay mechanisms. But Consultant will not be engaged not more than contract period. As per Railway Board guideline, DFCCIL has to submit TAC before two months of commissioning of DFC. Hence, the consultant will have to submit TAC original calculation of various stages at least three months prior to commissioning which will be submitted to Railway Board.

7. The proposed project team should consist of the following minimum personnel. The bidder may include additional experts in the team as considered appropriate:

Sl. no.	Position	No. of experts	Minimum Educational Qualification	Working Experience
1	Team Leader cum Rail Access Specialist (International Expert)	1	Graduate in any discipline preferably with engineering or Science or economics or commerce and desirable professional qualification - in Transport Economics, Transport Management, Post Graduate Diploma/Degree in management or MBA Finance from a reputed institute or Chartered Accountant.	Minimum 05 years of experience in consultancy projects as team leader dealing in Track Access Charges for Railway. Minimum one international Railway project should have been handled by him. Overall 10 years' experience in rail TAC and rail tariff/rail traffic surveys /rail infrastructure management consultancy.
2	Railways Expert	1	Graduate in any discipline preferably Post Graduate diploma in management or MBA from a reputed institute and minimum 10 years' service in Railways Operation/Traffic field.	Minimum 10 years of experience in Traffic related work in railways sector and/or should have 10 yrs experience in rail operations to be able to advice on appropriate KPIs and railway traffic costing/charging or 10 yrs consultancy experience in the field of Rail Traffic Transportation/Rail Infrastructure.

3	Tariff Expert	1	Graduate in economics, finance or commerce and preferably Post Graduate Diploma in management or MBA, Cost accountant from a reputed institute.	Minimum 05 years of experience in Track Access Charge formulation/calculation in the Railway transportation/Rail infrastructure. Overall 10 years' experience in transportation assignments or related consultancy(including 5 years in railway field).
4	IT Expert	1	Graduate in relevant field i.e IT or Computer Science preferably Post Graduate Diploma in management or MBA in IT /Computer Science or MCA from a reputed institute.	Minimum 10 years of experience in IT programming/software or related advisory projects in transport /infrastructure sector.
5	Accounting cum tax Expert	1	Qualified Chartered Accountant	Minimum 10 years of experience in accounting in transport/ infrastructure sector or should have engaged as accounting expert in consultancy service in transport/Infrastructure related fields.

## 8. Client Support:

- 8.1 DFCCIL would bear the expenses for conducting the workshops with representatives of Corporate office and field units of DFCCIL, Railway Board who are directly or indirectly involved in project and representatives of World Bank.
- 8.2 Indian Railways (IR) will furnish the quantum of traffic handed over and taken over at interchange points with DFC and also expected traffic to be offered at interchange points on both Eastern and Western corridors on phase wise opening

of the sections. This data will be in the form of origin-destinations-weight-commodities.

9. Group General Manager (Business Development) – DFCCIL is the Nodal Officer for the overall consultancy contract.

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# **Consultant's Services**

## **Lump-Sum**



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## **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

## CONTRACT FOR CONSULTANT'S SERVICES

### Lump-Sum

**Project Name** \_\_\_\_\_

**[Loan/Credit/Grant] No.** \_\_\_\_\_

**Contract No.** \_\_\_\_\_

**Assignment Title:** \_\_\_\_\_

**between**

\_\_\_\_\_  
*[Name of the Client]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD)]* toward the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of 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 the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C;. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

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

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

For and on behalf of *[Name of Client]*

---

*[Authorized Representative of the Client – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

---

*[Authorized Representative of the Consultant – name and signature]*

*[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.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “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 **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (b) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (k) “GCC” means these General Conditions of Contract.

- (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 entity where one member has the authority to conduct all businesses 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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) “Local Currency” means the currency of the Client’s country.
- (p) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## **2. Relationship between the Parties**

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

## **3. Law Governing Contract**

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



- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption** 10.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 10.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse

weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

**b. No Breach of Contract**

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

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the  
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of  
Rights and  
Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records

set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

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

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law  
Applicable to  
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; 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.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of Interest**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant  
Not to Benefit  
from  
Commissions,  
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the

exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to Disclose Conflicting Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the Consultant**

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

**24. Insurance to be taken out by the Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.



**25. Accounting,  
Inspection and  
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**26. Reporting  
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,  
Vehicles and  
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or

expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

**29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **32. Assistance and Exemptions**

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

### **33. Access to Project Site**

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be

responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the Applicable Law Related to Taxes and Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

**35. Services, Facilities and Property of the Client**

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**37. Payment Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

**F. PAYMENTS TO THE CONSULTANT**

**38. Contract Price**

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of

Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

### **39. Taxes and Duties**

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

### **40. Currency of Payment**

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

### **41. Mode of Billing and Payment**

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services

shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**42. Interest on Delayed Payments**

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

**G. FAIRNESS AND GOOD FAITH**

**43. Good Faith**

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**H. SETTLEMENT OF DISPUTES**

**44. Amicable Settlement**

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

**45. Dispute Resolution**

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

## **II. General Conditions**

### **Attachment 1**

### **Fraud and Corruption**

*(Text in this Appendix shall not be modified)*

#### **1. Purpose**

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### **2. Requirements**

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, 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 party;
  - 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 obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) 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
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution 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 at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1(a)</b>	The Contract shall be construed in accordance with the law of India. "Applicable Laws" shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directors, judgments, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.
<b>4.1</b>	<b>The language is: English</b>
<b>6.1 and 6.2</b>	<p><b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i></p> <p>Client : Dedicated Freight Corridor Corporation of India Ltd.</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
<b>7.1</b>	<b>For field work the consultant shall operate either from his existing office from NCR or can set up a new office in NCR for efficient and coordinated performance of its services.</b>
<b>8.1</b>	<p><i>[If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b> _____  _____ <i>[insert name of the member]</i></p>
<b>9.1</b>	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client: Mr. Biplav Kumar,</b>  <b>Group General Manager(Business Development)</b></p>

	<b>For the Consultant:</b> <i>[name, title]</i> _____
<b>11.1</b>	<b>The effectiveness conditions are the following:</b> N/A
<b>12.1</b>	<b>Termination of Contract for Failure to Become Effective:</b>  <b>The time period shall be one month.</b>
<b>13.1</b>	<b>Commencement of Services:</b>  <b>The number of days shall be ten days after -</b> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>14.1</b>	<b>Expiration of Contract:</b> The total duration of the consultancy would <u>be three years</u> .
<b>21 b.</b>	<b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b>  Yes

<b>23.1</b>	<b>No additional provisions.</b>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b> <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p><b>(b)</b> Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p><b>(c)</b> Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p><b>(d)</b> employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p><b>(e)</b> insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.2</b>	<b>The Consultant shall not use these <i>documents</i> for purposes unrelated to this Contract without the prior written approval of the Client.</b>
<b>38.1</b>	<p><b>The Contract price is: _____</b> <i>[insert amount and currency for each currency as applicable] [indicate: <b>inclusive</b> or <b>exclusive</b>]</i> <b>of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: "be paid" or "reimbursed"]</i> <b>by the Client</b> <i>[insert as appropriate: "for" or "to"]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is _____</b> <i>[insert the amount as finalized at the Contract's negotiations on the basis of</i></p>

	<b>the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</b>																					
<b>41.2</b>	<b>The payment schedule:</b> <table><tr><th><b>Deliverable</b></th><th><b>Timeline for submission (T: date of commencement of assignment)</b></th><th><b>Payment % on approval of the reports/deliverable</b></th></tr><tr><td><b>Key deliverable 1:</b> Inception Report summarizing the initial client consultations, team organogram for the assignment, detailing of the entire assignment in tasks, sub-tasks and other elements and strategy of undertaking the work described in the TOR.</td><td>T + 15 days</td><td>10%</td></tr><tr><td><b>Key deliverable 2:</b> submit Sample templates/ formats (blank) as required for data collation and data repositories. After getting the data related to O&amp;M cost, submit draft O&amp;M cost with methodology of calculation of O&amp;M cost. Establish KPIs, with involvement of incentives/penalties.</td><td>T + 2 months</td><td>10%</td></tr><tr><td><b>Key deliverable 3:</b> With co-ordination of accounting division consultant, Report on TAC, KPIs, payment mechanisms of TAC, incentives/penalties and provide over all IT solution for TAC &amp; KPIs.</td><td>T + 3 months (subject to availability of accounting division data)</td><td>10%</td></tr><tr><td><b>Key deliverable 4:</b> Draft Final Report incorporating recommendations on TAC, KPIs, payment mechanisms of incentives/ penalties and Organizing a workshop.</td><td>T + 3.5 months</td><td>10%</td></tr><tr><td><b>Key deliverable 5:</b> Final Report incorporating observations, modifications and suggestions from DFCCIL/IR.</td><td>T + 4 months</td><td>15%</td></tr><tr><td><b>Key deliverable 6:</b> Phase-wise assistance for claiming TAC from IR upto fully commissioned stage</td><td>Phase I: New Khurja - New Bhaupur section of EDFC and New Rewari-New</td><td>15%</td></tr></table>	<b>Deliverable</b>	<b>Timeline for submission (T: date of commencement of assignment)</b>	<b>Payment % on approval of the reports/deliverable</b>	<b>Key deliverable 1:</b> Inception Report summarizing the initial client consultations, team organogram for the assignment, detailing of the entire assignment in tasks, sub-tasks and other elements and strategy of undertaking the work described in the TOR.	T + 15 days	10%	<b>Key deliverable 2:</b> submit Sample templates/ formats (blank) as required for data collation and data repositories. After getting the data related to O&M cost, submit draft O&M cost with methodology of calculation of O&M cost. Establish KPIs, with involvement of incentives/penalties.	T + 2 months	10%	<b>Key deliverable 3:</b> With co-ordination of accounting division consultant, Report on TAC, KPIs, payment mechanisms of TAC, incentives/penalties and provide over all IT solution for TAC & KPIs.	T + 3 months (subject to availability of accounting division data)	10%	<b>Key deliverable 4:</b> Draft Final Report incorporating recommendations on TAC, KPIs, payment mechanisms of incentives/ penalties and Organizing a workshop.	T + 3.5 months	10%	<b>Key deliverable 5:</b> Final Report incorporating observations, modifications and suggestions from DFCCIL/IR.	T + 4 months	15%	<b>Key deliverable 6:</b> Phase-wise assistance for claiming TAC from IR upto fully commissioned stage	Phase I: New Khurja - New Bhaupur section of EDFC and New Rewari-New	15%
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	<table><tr><td></td><td>Palanpur section of WDFC (above sections are indicative) 2 Month</td><td></td></tr><tr><td></td><td>Phase II New Bhaupur – New Mughalsarai in EDFC New Palanpur – JNPT in WDFC (above sections are indicative) 2 Month</td><td>15%</td></tr><tr><td></td><td>Phase III 2 Month</td><td>15%</td></tr></table>		Palanpur section of WDFC (above sections are indicative) 2 Month			Phase II New Bhaupur – New Mughalsarai in EDFC New Palanpur – JNPT in WDFC (above sections are indicative) 2 Month	15%		Phase III 2 Month	15%
	Palanpur section of WDFC (above sections are indicative) 2 Month									
	Phase II New Bhaupur – New Mughalsarai in EDFC New Palanpur – JNPT in WDFC (above sections are indicative) 2 Month	15%								
	Phase III 2 Month	15%								
41.2.1	No advance will be payable under this contract									
41.2.4	The accounts are: for foreign currency: [insert account]. for local currency: [insert account].									
42.1	The Interest rate is : London Interr-Bank on Lending Rate (LIBOR) plus 2% for foreign currency and 8% for local currency.									
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Secretary General of the International Center for Settlement of Investment Dispute, Washington, D.C. for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Secretary General of the International Center for Settlement of Investment Dispute, Washington, D.C.</p>									

	<p>shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary General of the International Center for Settlement of Investment Dispute, Washington, D.C.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary General of the International Center for Settlement of Investment Dispute, Washington, D.C. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p>

	<ul style="list-style-type: none"> <li>(a) the country of incorporation of the Consultant <i>[If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</li> <li>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</li> <li>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</li> <li>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</li> </ul>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Singapore/ Dubai;</li> <li>(b) the <u>English</u> language shall be the official language for all purposes; and</li> <li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li> </ul>





## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.*

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.

