



## **Request for Proposal (RFP)**

**SELECTION OF CONSULTANT**

**For**

**CONSULTANCY SERVICES FOR SETTING UP AND  
OPERATIONALISING HEAVY HAUL RESEARCH INSTITUTE  
(HHRI) UNDER THE AEGIS OF DEDICATED FREIGHT  
CORRIDOR CORPORATION OF INDIA LTD (DFCCIL)**

**RFP no- 2019/HQ/EN/PWC/HHRI/GC**

Issued on 22-01-2020

Client

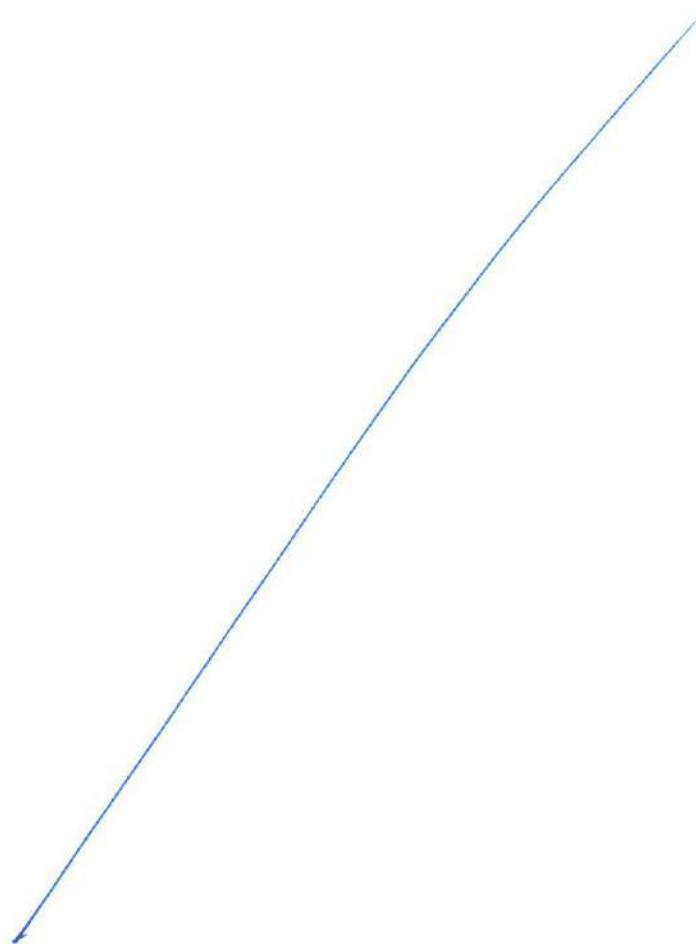
**DEDICATED FREIGHT CORRIDOR CORPORATION OF  
INDIA LIMITED [DFCCIL]**

**(A Government of India Enterprise)**

**Ministry of Railways**

**India**

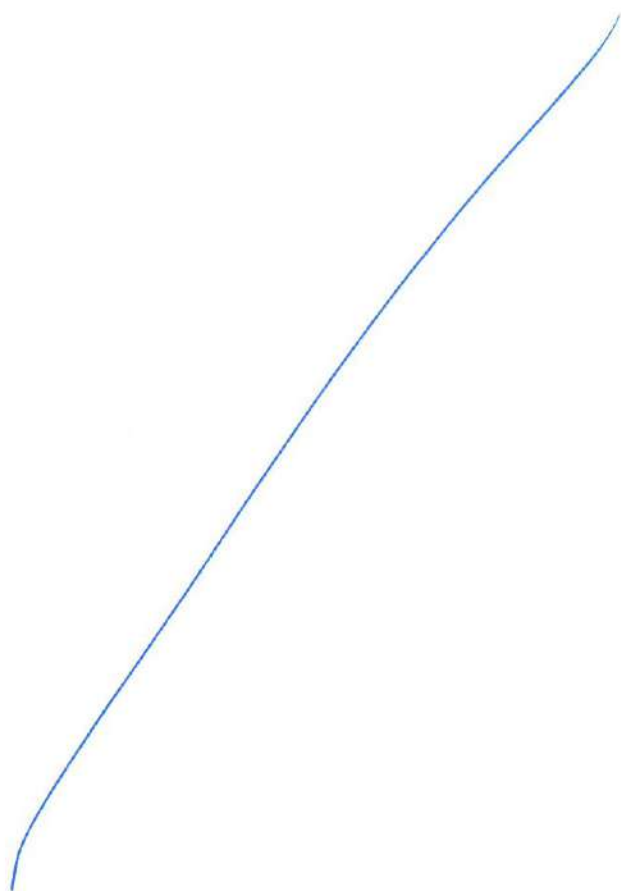




# REQUEST FOR PROPOSAL

| Country                      | India   |
|------------------------------|---|
| Type of Consultancy Services | Consultancy Services for setting up and operationalizing HHRI under the aegis of DFCCIL |
| Loan                         | IBRD Loan no-IN-8513 dated 21-10-2016   |
| EOI Notification No.         | 2019/HQ/EN/PWC/HHRI/GC dated 22-06-2019   |







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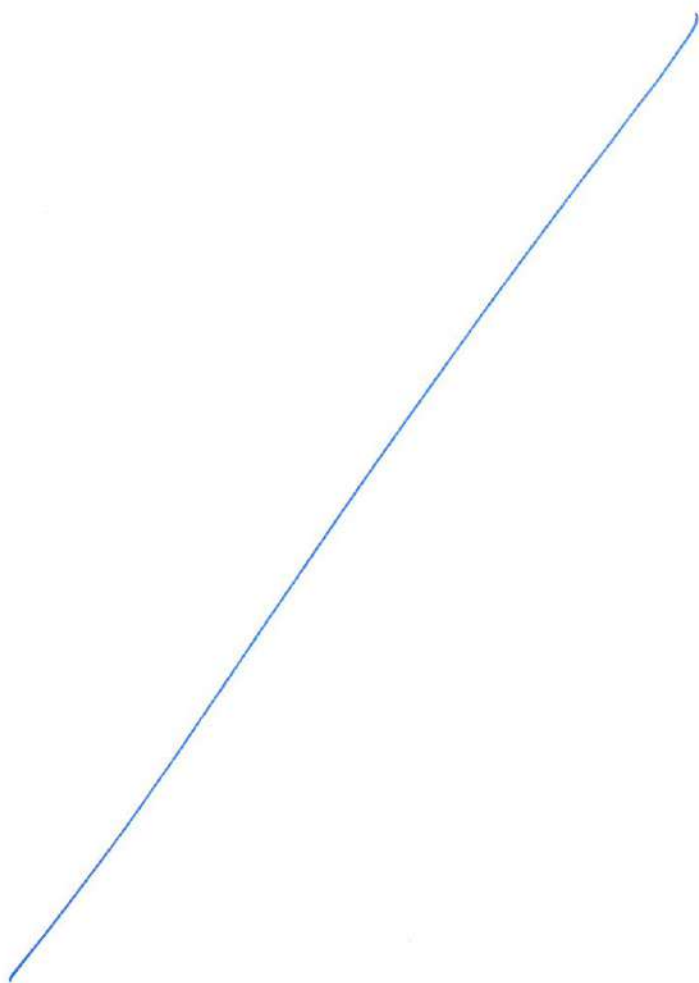


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# **PART-I-SELECTION PROCEDURES AND REQUIREMENTS**







## Section-1: Letter of Invitation

No-201/HQ/EN/PWC/HHRI/GC

New Delhi—22-01-2020

Loan no-IN-8513 Dtd 21-10-2016

Sub- Consultancy Services for setting up and operationalizing ‘ Heavy Haul Research Institute (HHRI) under the aegis of Dedicated Freight Corridor Corporation of India LTD (DFCCIL)

Dear Sir/Madam,

1. The Dedicated Freight Corridor Corporation of India Limited (Borrower & hereafter referred to as ‘DFCCIL or Client’), has received financing from the International Bank for Reconstruction and Development (IBRD) in the form of Loan [Loan No-IN-8513 dated 21-10-2016 of 650 million USD] towards the cost of Eastern DFC Project-III. As advised by Railway Board, DFCCIL is to go ahead with setting up of a Heavy Haul Research Institute (hereafter referred to as ‘HHRI’) on the lines of similar globally located Heavy Haul Railway Research Institutes. DFCCIL, intends to apply part The Funds ( proceeds of this loan) to eligible Payments under the Contract, for engaging a Consultant (hereafter referred to as ‘Consultant’) to provide Consultancy Services for setting up and operationalizing HHRI under the aegis of DFCCIL (here after referred to as ‘Consultancy Services’), for which this RFP is issued.

Payments by the Bank will be made only at the request of the DFCCIL 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 (DFCCIL) 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 Consultancy services for setting up and operationalizing HHRI under the aegis of DFCCIL (here after referred to as ‘Consultancy Services’). More details on the Consultancy Services are available In the Section-7-Terms of Reference (TOR).
3. This ‘Request for Proposals (RFP)’ has been addressed to the following Shortlisted Consultants ;



| S.n | Consultant   |
|-----|--|
| 1   | M.R.Technofin Consultants Pvt. Ltd (MRTCPL) in association with Birmingham Centre for Railway Research & Education (University of Birmingham-BCRRE)-referred to as M.R. Group                    |
| 2   | Consortium of ;<br>1.KPMG Advisory Services Private limited (Lead Member)<br>2.Centre for Railway Research, Indian Institute of technology-Kharagpur<br>3.Advaita Legal                          |
| 3   | Institute of Railway Technology(IRT)-Monash University in association with<br>2.Balaji Railroad Systems Ltd (Barsyl)<br>3.PricewaterhouseCoopers(PWC)<br>4.Indian Institute of Technology-Mumbai |
| 4   | Deloitte Touche Tohmatsu India LLP<br>in consortium with Centre for Railway Engineering (CRE)-within Central Queensland university (CQU)   |
| 5   | Ernst & Young LLP in association with JSC "VNIIZHT"(Railway Research institute) and 9.9 Group Pvt. Ltd   |

4. It is not permissible to transfer this invitation to any other Firm.
5. A firm will be selected under Quality and Cost Based Selection [*QCBS*: Selection Method] procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: [www.worldbank.org/procure](http://www.worldbank.org/procure).
6. This RFP includes the following Documents ;
  - (i) Section 1 - Letter of Invitation
  - (ii) Section 2 - Instructions to Consultants and Data Sheet
  - (iii) Section 3 - Technical Proposal (FTP) - Standard Forms
  - (iv) Section 4 - Financial Proposal - Standard Forms
  - (v) Section 5 – Eligible Countries
  - (vi) Section 6 – Bank's Policy – Corrupt and Fraudulent Practices
  - (vii) Section 7 - Terms of Reference
  - (viii) Section 8 - Standard Forms of Contract ([select: Time-Based or Lump-Sum])

8 Please inform us by **31-01-2020**, in writing at the following Address, or by E-mail:

Praveen Kumar,  
Group General Manager (GGM)/Procurement/WDFC  
Room no-505, Fifth Floor,  
DFCCIL Corporate office  
Pragati Maidan Metro Station building complex  
Phone-011-23379815; Cell phone- 09717636822



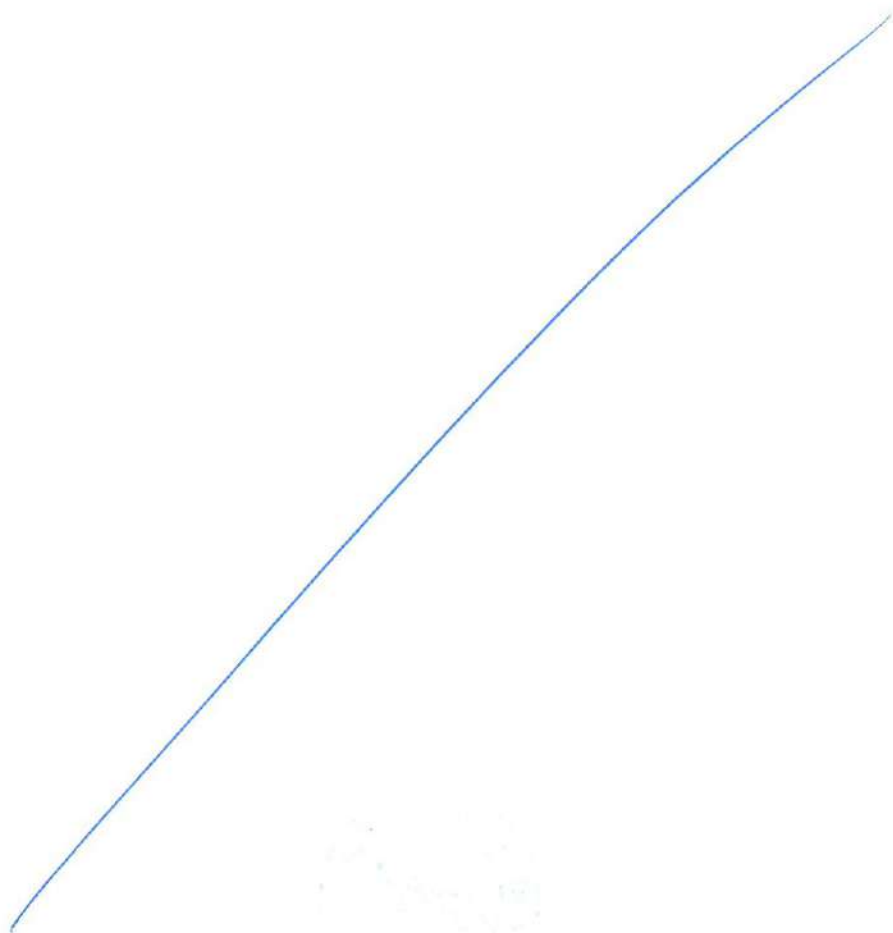
- (a) that you have received the Letter of Invitation and;
- (b) Whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

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

Yours sincerely,

Praveen Kumar  
GGM/PWC



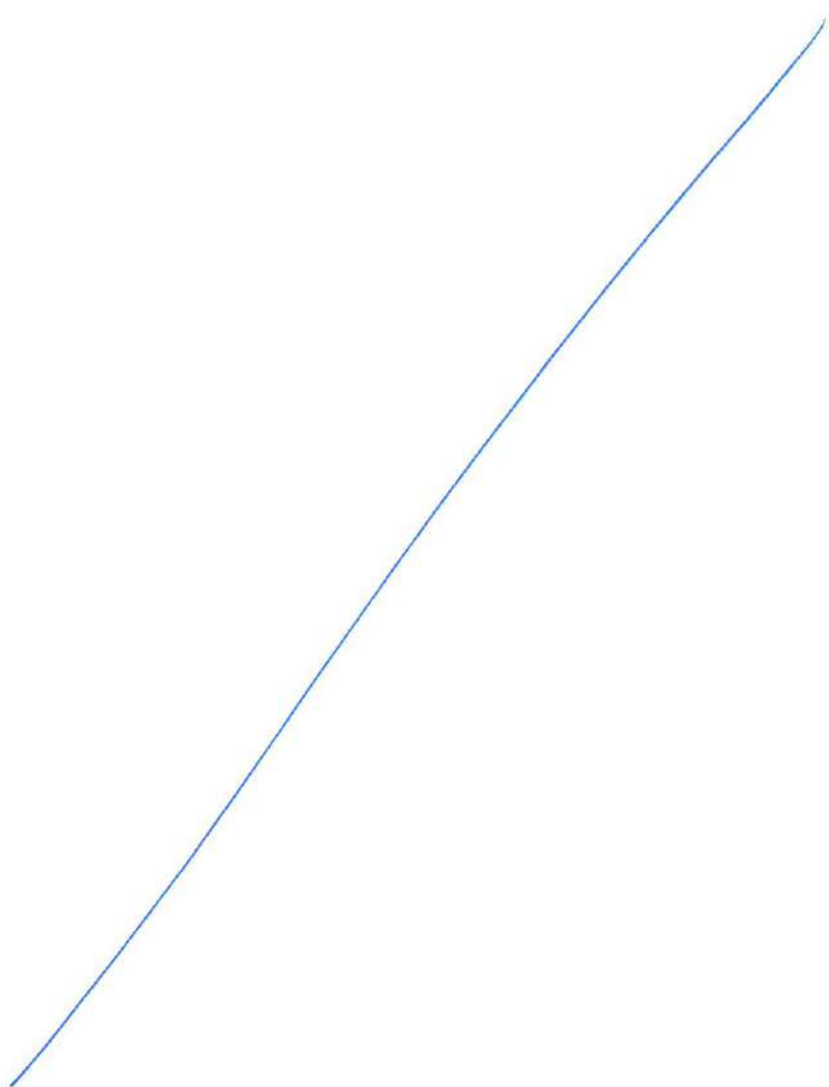




# **Section-2**

## **Instructions to the Consultants (ITC) and Data Sheet**





## Section-2

### Instructions to the Consultants (ITC) and Data Sheet

#### A. GENERAL PROVISIONS

##### 1. Definitions

(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.

(c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(e) “Borrower” means the Government, Government agency or other entity that signs the [loan/financing/grant] agreement with the Bank.

(f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.

(g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment Conditions to supplement, but not overwrite, the provisions of the ITC.

(j) “Day” means a calendar day.



(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(l) “Government” means the government of the Client’s country.

(m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.

(o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.

(p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(r) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

(s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(t) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation

(u) “Services” means the work to be performed by the Consultant pursuant to the Contract.

(v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

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





the Consultant, and expected results and deliverables of the assignment.

(x) “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 Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

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

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

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

## 3 Conflict of Interest

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

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

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

### a) 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 shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5 Corrupt and Fraudulent Practices**

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

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

**6 Eligibility**

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





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

**(a) Sanctions**

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

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

**(b) Prohibitions**

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

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**(c) Restrictions for Government-owned Enterprises**

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

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



(d) **Restrictions for public employees**

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

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

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

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

**B. Preparation of the Proposals**

7 **General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8 **Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9 **Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10 **Documents Comprising the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in





competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

## 11 Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture Member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

## 12 Proposal Validity

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

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

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

### (a) Extension of Validity Period

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

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

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



(b) **Substitution of Key Experts at Validity Extension**

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

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

(c) **Sub-Contracting**

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

13 **Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted 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 shortlisted Consultants and will be binding on them. The shortlisted 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 shortlisted 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 shortlisted 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 with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

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

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

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

## 15 Technical Proposal Format and Content

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

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

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

## 16 Financial Proposal

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



- (a) **Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- (b) **Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- (c) **Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- (d) **Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### C. Submission, Opening and Evaluation

#### 17 Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment]", reference number,





name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]**”.

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

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**”.

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

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

## 18 Confidentiality

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

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

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



19 **Opening of technical proposal**

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

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20 **Proposals Evaluation**

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

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

21 **Evaluation of Technical Proposals**

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

22 **Financial Proposals for QBS**

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

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





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

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

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

**24 Correction of Errors**

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

**(a) Time-Based Contracts**

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



relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- (b) **Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
- 25 **Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26 **Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27 **Combined Quality and Cost Evaluation**
- (a) **Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
- (b) **Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
- (c) **Least-Cost Selection** 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

#### **D. Negotiations and Award**

- 28 **Negotiations** 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.





(a) **Availability of Key Experts**

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

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

(b) **Technical negotiations**

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

(c) **Financial negotiations**

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

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

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

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



29 **Conclusion of Negotiations**

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

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

30 **Award of Contract**

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

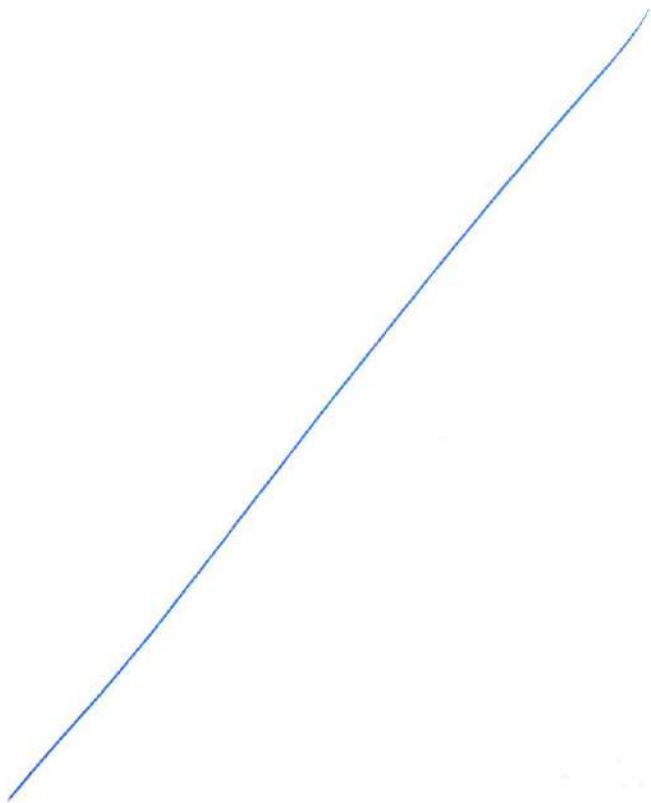
30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.



# Instructions to Consultants

## E. Data Sheet







## Instructions to Consultants

### E. Data Sheet

| A – General                 |                                  |   |
|-----------------------------|----------------------------------|---|
| ITC Clause References       | Title Of the Sub Clause          |   |
| 1(c)                        | Applicable Law                   | Applicable Law means “Indian Laws”  |
| 2.1                         | Introduction                     | <p><b>Name of the Client</b>-Dedicated Freight Corridor Corporation of India Ltd.(DFCCIL),</p> <p><b>Selection Method</b>-Quality and Cost Based Selection (QCBS)</p> <p><b>Applicable Guidelines:</b> Selection and Employment of Consultant under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers-Jan-2011-Revised 2014-available on <a href="http://www.worldbank.org/procure">www.worldbank.org/procure</a></p>   |
| 2.2                         |                                  | <p>Financial Proposal to be submitted with Technical proposal-Yes</p> <p>Name of Assignment- Consultancy Services for setting up and operationalizing HHRI under the aegis of DFCCIL (here after referred to as ‘Consultancy Services’).</p>  |
| 2.3                         |                                  | <p>Date of pre Proposal Conference-<b>07-02-2020 (Friday)</b><br/> Time- <b>1130 hrs. onwards</b><br/> Venue-<b>Conference hall-, 4<sup>th</sup> floor, DFCCIL Corporate office, Pragati Maidan Metro Station Building Complex</b><br/> Conference coordinator-<b>Praveen Kumar-GGM/P/WC</b><br/> Phone-011-23379815; Cell phone- 09717636822<br/> E MailID-<a href="mailto:praveenkumar@dfcc.co.in">praveenkumar@dfcc.co.in</a></p>  |
| 2.4                         |                                  | Not applicable  |
| 4.1                         | Unfair Competitive Advantage     | Not applicable  |
| 6.3.1                       | Sanctions                        | A list of debarred firms and Individuals is available at World bank’s external website : <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>   |
| B - Preparation of Proposal |                                  |   |
| 9.1                         | Language                         | <p>This RFP has been issued in the <b>English Language</b>.</p> <p>Proposals shall be submitted in the <b>English Language</b>.</p> <p>All Correspondence exchange shall be in the <b>English Language</b>.</p>   |
| 10.1                        | Document comprising the proposal | <p>The proposal shall comprise the following;</p> <p><b>For Full Technical Proposal (FTP)</b></p> <p><b>1<sup>st</sup> inner Envelope containing Technical Proposal</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) If the Proposal is submitted by a Joint venture, Consortium or association, attach a Letter of intent or Copy of the existing Agreement</li> <li>(3) TECH-1</li> <li>(4) TECH-2</li> <li>(5) TECH-3</li> </ol> |



|        |   |  |
|--------|---|--|
|        |   | (6) TECH-4<br>(7) TECH-5<br>(8) TECH-6<br>AND<br>2 <sup>nd</sup> Inner Envelope with the Financial Proposal;<br><br>(1) FIN-1<br>(2) FIN-2<br>(3) FIN-3<br>(4) FIN-4<br>(5) Statement of undertaking   |
| 10.2   |   | Statement of undertaking-Yes   |
| 11.1   | <b>Only one proposal</b>                                | Participation of Sub consultants, Key Experts and non-Key Expert in more than one Proposal is permissible.   |
| 12.1   | <b>Proposal validity</b>                                | The Proposals must remain valid for: 90 days after the proposal submission deadline of date 28-02-2020, i.e. up to <b>28-05-2020</b> .   |
| 13.1   | <b>Clarification and Amendment of RFP</b>               | Consultants may send request for clarifications on RFP provisions which must reach DFCCIL no later than 20 days prior to Proposal submission deadline, as mentioned under ITC sub Clause 17.9 Data Sheet.  |
| 14.1.1 | <b>Preparation of Proposals-Specific considerations</b> | With a view to enhance their expertise for the Assignment, Consultants may associate with 'Non shortlisted Consultants' only.  |
| 14.1.2 |   | Estimated Key Experts time input-158 Man months (Indicative)   |
| 14.1.3 |   | Not Applicable   |
| 14.1.4 |   | Not applicable   |
| 15.1.1 | <b>Technical Proposal Form and content</b>              | Add the following at the end of Clause 15.1.1;<br><br>"CVs should be signed by the respective Experts proposed for the assignment. Electronic Signature of the expert is permitted provided it has been used with the permission of concerned Expert and his Services are available for the assignment."   |
| 15.2   | <b>Technical Proposal format</b>                        | The format of the technical Proposal to be submitted is 'Full Technical Proposal (FTP)'.<br><br>Submission of proposal in wrong format may lead to the Consultant's Proposal being deemed as non-responsive to the RFP requirements.   |
| 16.1   | <b>Financial Proposal</b>                               | Consultant/s shall cover reimbursable items under FIN-4. For guidance some of the expenses are listed below<br>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;<br>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;<br>(3) cost of office accommodation, including overheads and back-stop support;<br>(4) communications costs;<br>(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;<br>(6) cost of reports production (including printing) and delivering to the Client;<br>(7) other allowances where applicable and provisional or fixed sums (if any)] |
| 16.2   | <b>Price adjustment</b>                                 | Yes  |
| 16.3   | <b>Taxes</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, Goods and Services tax (GST) etc.).   |





| 16.4  | Currency of Proposal                             | <p><b>The Financial Proposal shall be stated in the following currencies:</b><br/>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p><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  | Submission, Sealing and Marking of the Proposals | The Consultant shall not have the option of submitting their Proposal electronically.  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 17.4  |  | <p>The consultant Must submit</p> <p>(a) The technical Proposal: One Original and 01 Copy along with CD containing the technical Proposal in read only PDF Format.</p> <p>(b) Financial Proposal: one original and one Copy.</p>   |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 17.7 & 17.9                                   |  | <p>The proposals must be submitted no later than;</p> <p><b>Date : 28-02-2020</b><br/>Time:1500 hrs<br/>Address for submission of the Proposal: Praveen Kumar-GGM/P/WC-Room no-505, Dedicated Freight Corporation of India limited<br/>5<sup>th</sup> Floor, Pragati Maidan Metro Station building complex<br/>Pragati Maidan-New delhi-110001</p>   |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 19.1  | Opening of the Technical proposal                | <p>On line option of the opening of the technical Proposal-NO</p> <p>The opening of technical Proposals shall take place at :</p> <p>Conference hall, 4<sup>th</sup> Floor, DFCCIL Office,<br/>Pragati Maidan Metro Station complex, New Delhi<br/>Date: <b>28-02-2020</b><br/>Time: <b>1530 hrs</b></p>   |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 21.1 (For FTP)                                | Evaluation of Technical Proposal                 | <p>Criteria, sub Criteria and point system for the Evaluation of the Full Technical proposal</p> <p>(i) <b>Specific experience of the Consultant relevant to the Assignment-10 points</b></p> <p>(ii) <b>Adequacy and Quality of the Proposed methodology and work plan in response to Terms of reference(TOR)- 30</b></p> <p>a) Technical Approach and methodology-05<br/>b) Work plan-05<br/>c) Organization and staffing-20</p> <p>(iii) <b>Key Experts Qualification<sup>1</sup> and Competence<sup>1</sup> for the assignment-60</b></p> <table border="1"> <thead> <tr> <th>s.n.</th><th>Professional</th><th>Marks assigned</th></tr> </thead> <tbody> <tr> <td>(1)</td><td>(2)</td><td>(3)</td></tr> <tr> <td>1</td><td>Team Leader</td><td>10</td></tr> <tr> <td>2</td><td>Organizational policy / HR Expert</td><td>5</td></tr> <tr> <td>3</td><td>Business Process Expert</td><td>5</td></tr> <tr> <td>4</td><td>Heavy Haul Rolling Stock Expert</td><td>5</td></tr> <tr> <td>5</td><td>Heavy Haul Infrastructure expert</td><td>10</td></tr> <tr> <td>6</td><td>Rail Research Expert</td><td>5</td></tr> <tr> <td>7</td><td>Heavy Haul Software Specialist</td><td>5</td></tr> <tr> <td>8</td><td>Contract Expert</td><td>5</td></tr> <tr> <td>9</td><td>IT Expert</td><td>5</td></tr> <tr> <td>10</td><td>Finance expert</td><td>5</td></tr> <tr> <td colspan="2">Total Marks</td><td>60</td></tr> </tbody> </table> <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> | s.n. | Professional | Marks assigned | (1) | (2) | (3) | 1 | Team Leader | 10 | 2 | Organizational policy / HR Expert | 5 | 3 | Business Process Expert | 5 | 4 | Heavy Haul Rolling Stock Expert | 5 | 5 | Heavy Haul Infrastructure expert | 10 | 6 | Rail Research Expert | 5 | 7 | Heavy Haul Software Specialist | 5 | 8 | Contract Expert | 5 | 9 | IT Expert | 5 | 10 | Finance expert | 5 | Total Marks |  | 60 |
| s.n.  | Professional                                     | Marks assigned   |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| (1)   | (2)  | (3)  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 1   | Team Leader                                      | 10   |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 2   | Organizational policy / HR Expert                | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 3   | Business Process Expert                          | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 4   | Heavy Haul Rolling Stock Expert                  | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 5   | Heavy Haul Infrastructure expert                 | 10   |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 6   | Rail Research Expert                             | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 7   | Heavy Haul Software Specialist                   | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 8   | Contract Expert                                  | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 9   | IT Expert  | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| 10  | Finance expert                                   | 5  |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |
| Total Marks                                   |  | 60   |      |              |                |     |     |     |   |             |    |   |                                   |   |   |                         |   |   |                                 |   |   |                                  |    |   |                      |   |   |                                |   |   |                 |   |   |           |   |    |                |   |             |  |    |



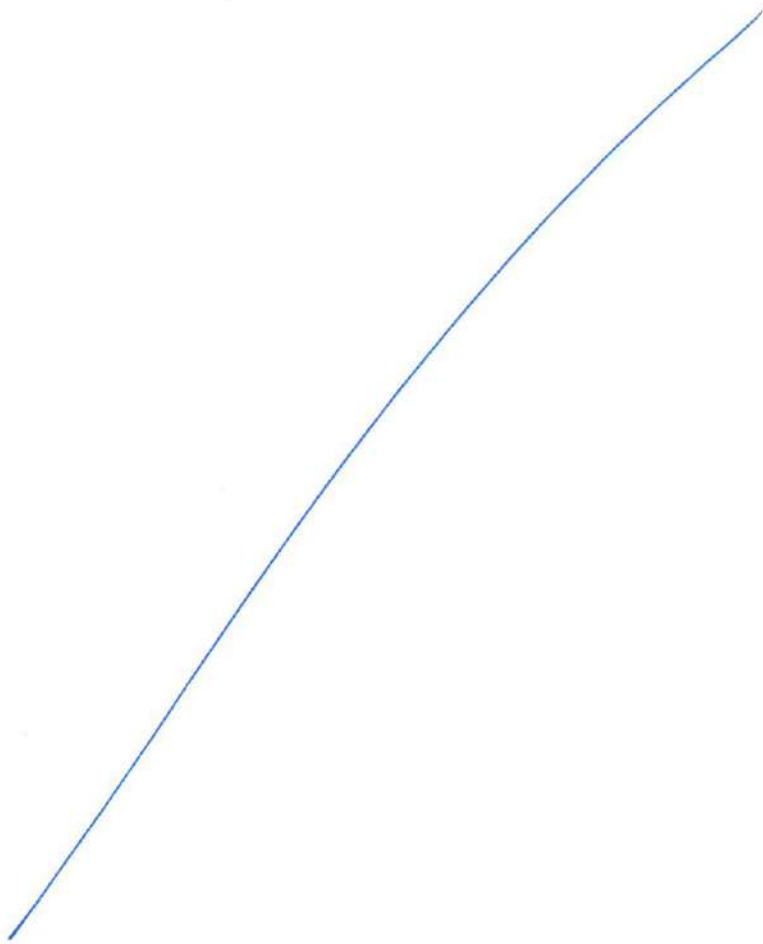
|              |   |   |
|--------------|---|---|
|              |   | <p>1) General Qualifications (General Education, Training and experience) – 20%</p> <p>2) Adequacy for the assignment (relevant education, training, experience in the sector, similar assignments)-70%</p> <p>3) Relevant experience in the Region (working level fluency in local language(s), knowledge of local culture and administrative system &amp; Government organization etc. – 10%</p> <p>Total points for the above three Criteria – 100</p> <p>Minimum technical Score to Pass -70%</p> <p>1-Qualification and experience of Experts under Para-III of Section-7:TOR</p>  |
| 22           | <b>Financial Proposal for QBS</b>   | Not applicable  |
| 23.1         | <b>Public opening of Financial proposals (For QCBS, FBS and LCS method)</b> | Whether an on line opening option of the opening of the Financial Proposals is offered- No  |
| 24.1.1.a     | <b>Correction of errors ' Time based Contracts</b>                          | Not applicable  |
| 25.1         | <b>Taxes</b>  | <p>For the purpose of the evaluation, the Client will exclude: (a) all applicable Local identifiable Taxes levied on the Contract invoices and (b) all additional Indirect local Taxes on the remuneration of the Services rendered by the non-resident Experts I the Client's Country.</p> <p>If 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> |
| 26.1         | <b>Conversion to single currency</b>  | <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <b>INR</b>.</p> <p>The official source of the selling (exchange) rate is: <b>Financial Bench Marks India Pvt. Ltd [FIBL] Reference Rates</b></p> <p>The date of the exchange rate is:28 days prior to deadline for Proposal submission deadline (Called Base Date).</p>   |
| 27.1<br>QCBS | <b>Combined Quality and cost Evaluation</b>                                 | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</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>   |





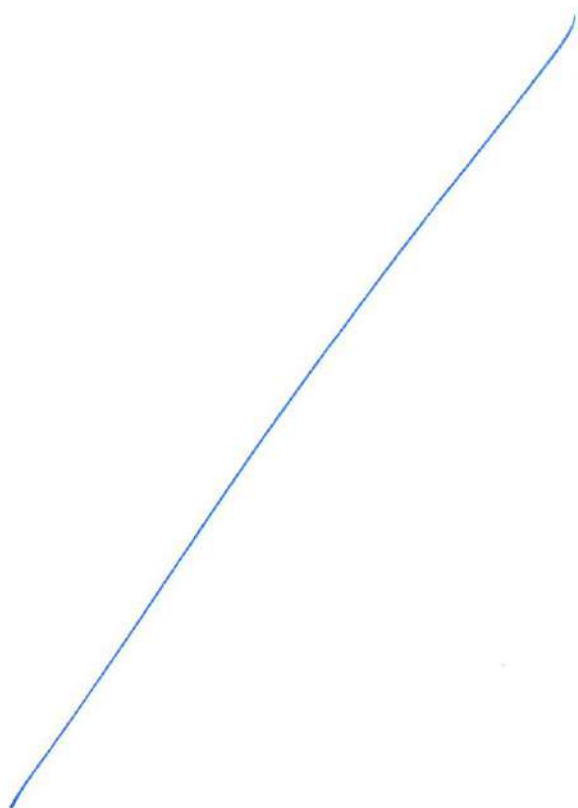
|                                   |                   |   |
|-----------------------------------|-------------------|---|
|                                   |                   | <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 80%, and</b><br/> <b>P = 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>The consultant, securing the maximum score i.e. highest Ranked Consultant (hereafter called highest ranked Consultant) shall be invited for Negotiations</p> |
| <b>D - Negotiations and Award</b> |                   |   |
| 28.1                              | Negotiations      | <p>Expected date for Contract Negotiations - <b>13-04-2020 [Monday]</b></p> <p>and;</p> <p>Address for the negotiations-Praveen Kumar,<br/> Room no-505,Fifth Floor,<br/> DFCCIL Corporate office<br/> Pragati Maidan Metro Station building complex<br/> Phone-011-23379815; Cell phone- 09717636822<br/> E MailID-praveenkumar@dfcc.co.in</p>   |
| 30.1                              | Award of Contract | <p>The Publication of Contract Award information following the completion of the Contract Negotiations and contract signing will be done as following ;</p> <p>The publication will be done on DFCCIL website <a href="http://www.dfccil.com">www.dfccil.com</a> within 15 days after Contract Signing.</p>   |
| 30.2                              | Award of Contract | <p>Expected date for the commencement of the services-<b>08-05-2020[Friday]</b></p>   |





## **SECTION-3. TECHNICAL PROPOSAL – STANDARD FORMS**





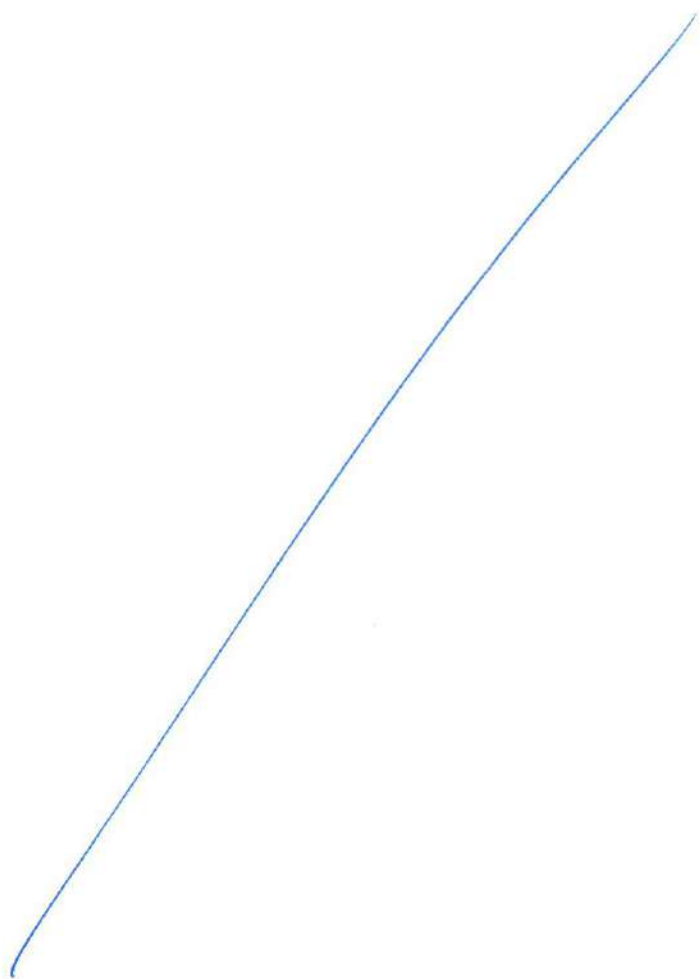
## Section 3. Technical Proposal – Standard Forms

### CHECKLIST OF REQUIRED FORMS

| Required for FTP    | FORM              | DESCRIPTION  | Reference From Page – To-Page |
|---------------------|-------------------|--|-------------------------------|
| FTP                 |                   |  |                               |
| √                   | 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/Consortium/Association member, and a power of attorney for the representative of the lead member to represent all JV/Consortium/Association 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, on Counterpart Staff and Facilities to be provided by the Client and Deviation Statement from Consultant to show clause wise deviation of their Proposal from RFP and Addenda   |                               |
| √                   | TECH-3A           | A. On the Terms of Reference   |                               |
| √                   | TECH-3B           | B. On the Counterpart Staff and Facilities   |                               |
| √                   | TECH-3C           | C. Deviation Statement   |                               |
| √                   | 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 the Pages i.e. each Page of the original Technical and Financial Proposal shall be uniquely numbered and self explanatorily, cross referenced. The cross Referencing of all the pages shall be visibly reflected in a suitably designed Index, to facilitate the Client in ready referral.
- All the Pages i.e. each Page of the original Technical and Financial Proposal shall be initialed, on the round stamp of the Consultant, by the same authorized representative of the Consultant who signs the Proposal; also clearly mentioning the Name, Designation & the Firm of the aforesaid Authorized Representative.







**FORM TECH-1**  
**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

1. We, the undersigned, offer to provide the 'Consultancy Services for setting up and operationalizing 'Heavy Haul Research Institute (HHRI) under the aegis of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)' in accordance with your Request for Proposals dated 22-01-2020 and our Proposal which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[If the Consultant is a Joint Venture / Consortium/Association, insert the following]

We are submitting our proposal in a Joint venture/ Consortium/Association with [Insert a list with full name and the legal address, and indicate the Lead Member]. We have attached a copy of [insert "of our letter of intent to form a Joint venture / Consortium/ Association or if a Joint venture / Consortium/ Association" is already formed "of the Joint venture / Consortium/ Association" agreement] signed by every Participating member which contains the legal structure of Joint venture/ Consortium/Association and the confirmation of the joint and several liability of all the Members of the Joint venture/ Consortium/Association.

[And /or

If the Consultant proposal includes sub consultants, insert the following; we are submitting our Proposal with the following Firms as Sub Consultants [insert a full list of Sub Consultants along with their legal address]

2. We, the consultant, hereby declare that;
- (i) All the information and statements made in the proposal are true and we accept that any misinterpretation and misrepresentation contained in this Proposal may lead to our disqualification by the Client and / or we may be sanctioned by the Bank.
- (ii) Our Proposal shall be valid and binding upon us for the 90 days period from the last date of Proposal submission, in terms of ITC sub Clause 12.1 Data sheet.
- (iv) We, (All the constituent members of the JV/Consortium/Association comprising the consultant) and all the sub Consultants (if any), do not have any conflict of interest, in accordance with ITC sub Clause 3.



- (v) We, meet the eligibility requirement, as referred under ITC sub Clause 6.2 and we confirm understanding of our obligation to abide by the bank policy in regard to corrupt and fraudulent practices as per ITC Clause 5.
- (vi) In competing for (and, if the award is made to us, in executing) the Contract, we, in terms of ITC sub Clause 10.2 Data Sheet, undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (viii) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (ix) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}:

Name & Title of Authorized signatory

Name of Consultant--

In the Capacity of—

Official Mailing Address, Telephone Number and E Mail ID

{For a joint venture/Consortium/Association, all the Constituent Members shall sign, preferably as under ;}

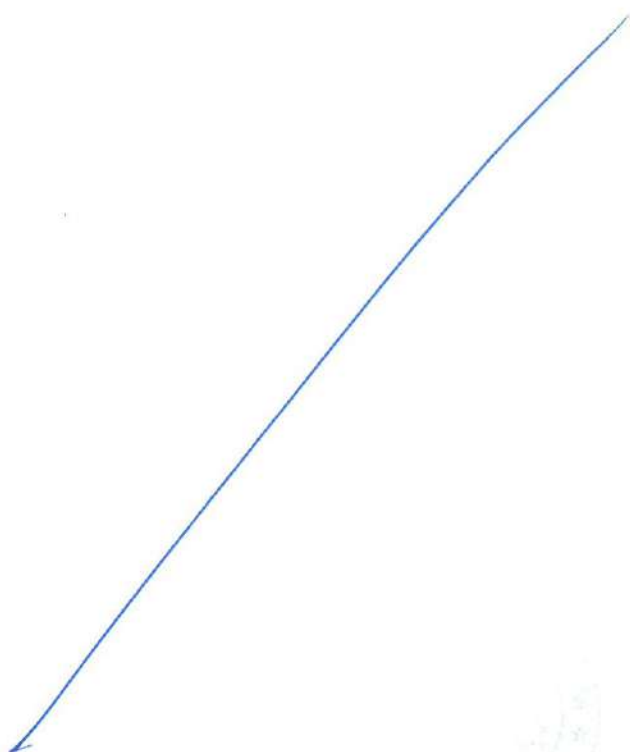
|  | Authorized Representative of the Lead Member and thereby Authorized Representative of the JV/Consortium/Association i.e. <b>Authorized Representative of the Consultant</b> | Authorized Representative of the Constituent Member-1 | Authorized Representative of the Constituent Member-2..... |
|--|---|---|--|
| Authorized Signature {In full and initials}: | (Consultant Round Stamp)  | (Member's Round Stamp)                                | (Member's Round Stamp)                                     |
| Name and Title of Authorized Signatory:      |   |   |  |



|                          |   |   |  |
|--------------------------|---|---|--|
|                          | Authorized Representative of the Lead Member and thereby Authorized Representative of the JV/Consortium/Association i.e. <b>Authorized Representative of the Consultant</b> | Authorized Representative of the Constituent Member-1 | Authorized Representative of the Constituent Member-2..... |
| Official Mailing Address |   |   |  |
| E Mail ID                |   |   |  |
| Telephone number         |   |   |  |







## FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

### 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

#### B - Consultant's Experience

---

1. List only previous similar assignments successfully completed in the last **Seven years**.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant shall substantiate the claimed experience by presenting copies of relevant documents and references, if so requested by the client.
3. Similar Assignment means Consultancy Services towards Technical Assistance / Project support in establishing Railway Heavy Haul or similar Research Institute or similar Transportation related Research activity. Components of assignments should be indicated as: Establishing Heavy Haul research program, Capacity building and technical assistance in Rail Research or similar research related with other Transportation infrastructure, Monitoring, reviewing or implementation of Technical Assistance of Technologies Research.
4. Only those assignments should be included which have been carried out by the Consultant. The Assignments carried out by the Parent/Sister/Fully owned subsidiary (ies), should not be included.
5. Components of assignments, performed in past, should be included as:



| Duration                  | Assignment name/& brief description of main deliverables/outputs  | Name of Client & Country of Assignment | Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm | Role on the Assignment   |
|---------------------------|---|--|---|--|
| {e.g., Jan.2009–Apr.2010} | {e.g., “Technical assistance for conceptualizing or establishing a research program or research institute with .....; } } | {e.g., Ministry of ....., country}     | {e.g., US\$1 mill/US\$0.5 mill}                                       | {e.g., Lead partner in a JV/Consortium/Association namely A&B&C with % share in JV/Consortium/Association} |





## FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

### DEVIATION STATEMENT, 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}

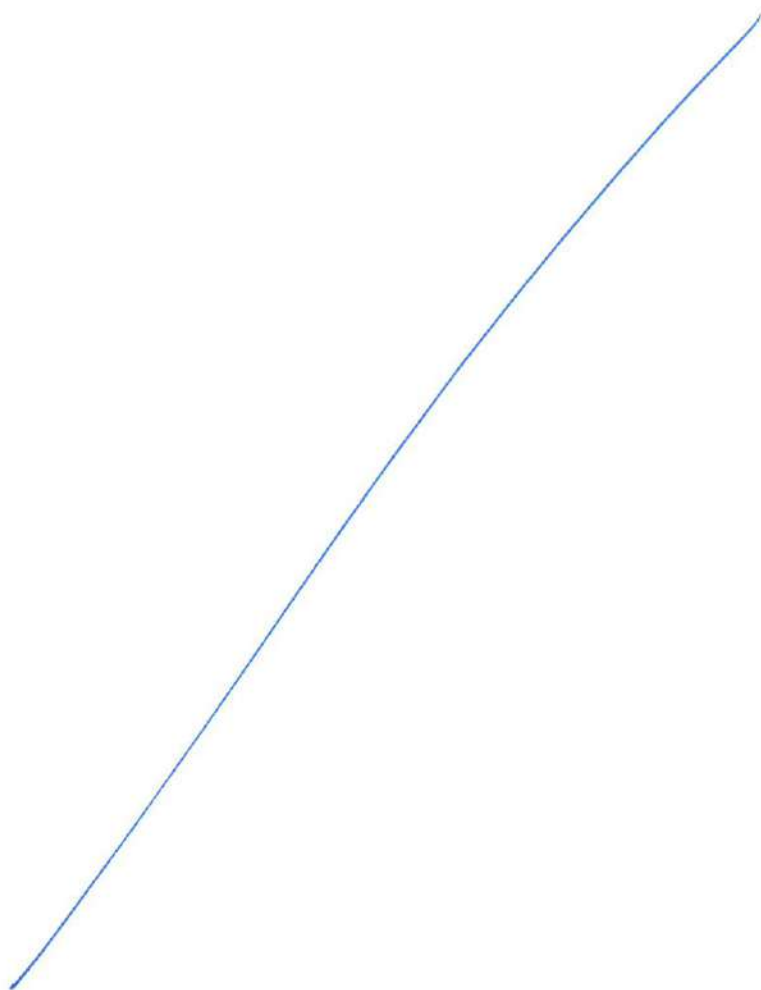
#### B-On Counterpart Staff and Facilities

{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}

#### C-Deviation Statement

Consultant shall specify, clause/section wise, any deviation/any disagreement from / with RFP and its (RFP's) all the subsequently issued Addenda that Consultant's entire Proposal incorporates/carries. In Case, Consultant does not mention any deviation / disagreement here, The Consultant's Proposal shall be deemed to be in absolute/strict agreement / compliance with the RFP and its (RFP's) all the subsequently issued Addenda, i.e. as if, there was no deviation or disagreement, whatsoever, from the RFP and all its subsequently issued Addenda.





## FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

### 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 to deliver the expected output(s) within the stipulated time frame, and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

#### **b) Work Plan.**

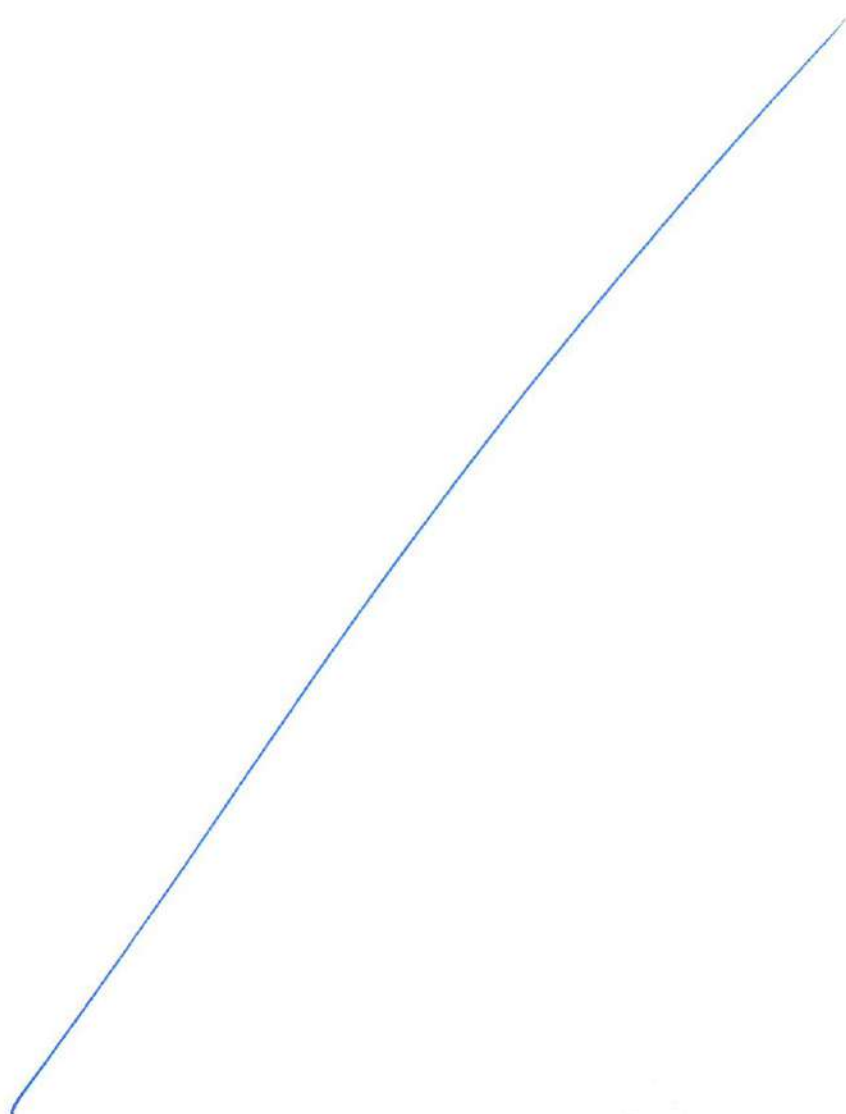
{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

#### **c) Organization and Staffing.**

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}







**FORM TECH-5 (FOR FTP)**

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES

[illegible]

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.

| Authorized representative of the Consultant |  |
|---|--|
| Signature<br>on Consultant Round<br>Stamp   |  |
| Name  |  |
| Designation & Firm                          |  |
| Date  |  |



## FORM TECH-6 (FOR FTP)

### TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| N <sup>o</sup>         | Name              | Expert's input (in person/month) per each Deliverable (listed in TECH-5) |         |           |       |       |       |       |  |  |  | Total time input (in) |       |       |
|------------------------|-------------------|--|---------|-----------|-------|-------|-------|-------|--|--|--|-----------------------|-------|-------|
|                        |                   | 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] | [0.5m]    | [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

| Authorized representative of the Consultant |  |
|---|--|
| Signature on Consultant Round Stamp         |  |
| Name  |  |
| Designation & Firm                          |  |
| Date  |  |



# FORM TECH-6

(CONTINUED)

## CURRICULUM VITAE (CV)

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

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

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**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., May2005 - present] | [e.g., Ministry of.....,advisor/consultant references: Tel...../e-mail.....;Mr. ----] |         |  |
|                           |   |         |  |
|                           |   |         |  |

**Membership in Professional Associations and Publications:**

\_\_\_\_\_

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

\_\_\_\_\_

**Adequacy for the Assignment:**





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

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

**Certification:**

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

{day/ month/ year}

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{day/ month/ year}

\_\_\_\_\_  
Name of authorized

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (Authorized Representative of the Consultant

(the same who signs the Proposal)

Electronic Signatures of the Expert is also permitted provided It has been used with the permission of the concerned Experts and his services are available for the Assignment.



# **SECTION 4. FINANCIAL PROPOSAL-STANDARD FORMS**





## Section 4. Financial Proposal-Standard Forms

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

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses







## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Dedicated Freight Corporation of India Ltd.(DFCCIL),  
Room no-505, DFCCIL Corporate office  
Fifth Floor, Pragati Maidan Metro Station building  
New delhi-110001.

Dear Sirs:

We, the undersigned, offer to provide the 'Consultancy Services for setting up and operationalizing 'Heavy Haul Research Institute (HHRI) under the aegis of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL)' in accordance with your Request for Proposal dated 22-01-2020 and our Technical Proposal.

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

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

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:

| sn | Name and Address of Agents | Amount of Currency | Purpose of Commission or gratuity |
|----|----------------------------|--------------------|-----------------------------------|
|    |                            |                    |                                   |

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

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

We remain,



Yours sincerely,

|  |   |   |  |
|--|---|---|--|
|  | Authorized Representative of the Lead Member and thereby Authorized Representative of the JV/Consortium/Association i.e. <b>Authorized Representative of the Consultant</b> | Authorized Representative of the Constituent Member-1 | Authorized Representative of the Constituent Member-2..... |
| Authorized Signature {In full and initials}: | (Consultant Round Stamp)  | (Member's Round Stamp)                                | (Member's Round Stamp)                                     |
| Name and Title of Authorized Signatory:      |   |   |  |
| Address                                      |   |   |  |
| E Mail                                       |   |   |  |
| Telephone number                             |   |   |  |



## FORM FIN-2

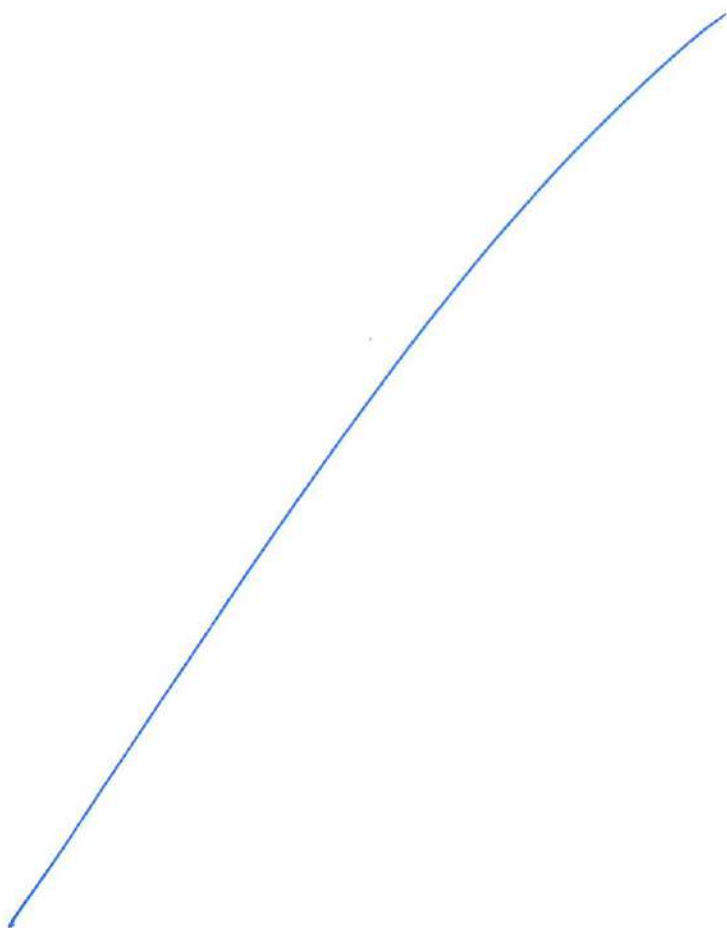
### SUMMARY OF COSTS

| Item  | Cost   |                           |                           |                      |
|---|--|---------------------------|---------------------------|----------------------|
|   | Consultant must state the proposed Cost in accordance with Clause 16.4 of the Data Sheet ; Delete Columns which are not used |                           |                           |                      |
|   | Insert Foreign Currency-1  | Insert Foreign Currency-2 | Insert Foreign Currency-3 | Local Currency (INR) |
| Cost of the Financial Proposal  |  |                           |                           |                      |
| Including   |  |                           |                           |                      |
| Remuneration  |  |                           |                           |                      |
| Reimbursable  |  |                           |                           |                      |
| Total Cost of the Financial Proposal (INR)<br>(Should match the amount in FIN-1)    |  |                           |                           |                      |
| Indirect Local Tax estimates- to be discussed and finalized during the Negotiations |  |                           |                           |                      |
| [Insert GST on Services]  |  |                           |                           |                      |
| [Insert type of Tax(es) e.g. Income Tax on Non-Resident Experts]                    |  |                           |                           |                      |
| [Insert type of Tax]  |  |                           |                           |                      |
| Total Tax component   |  |                           |                           |                      |

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





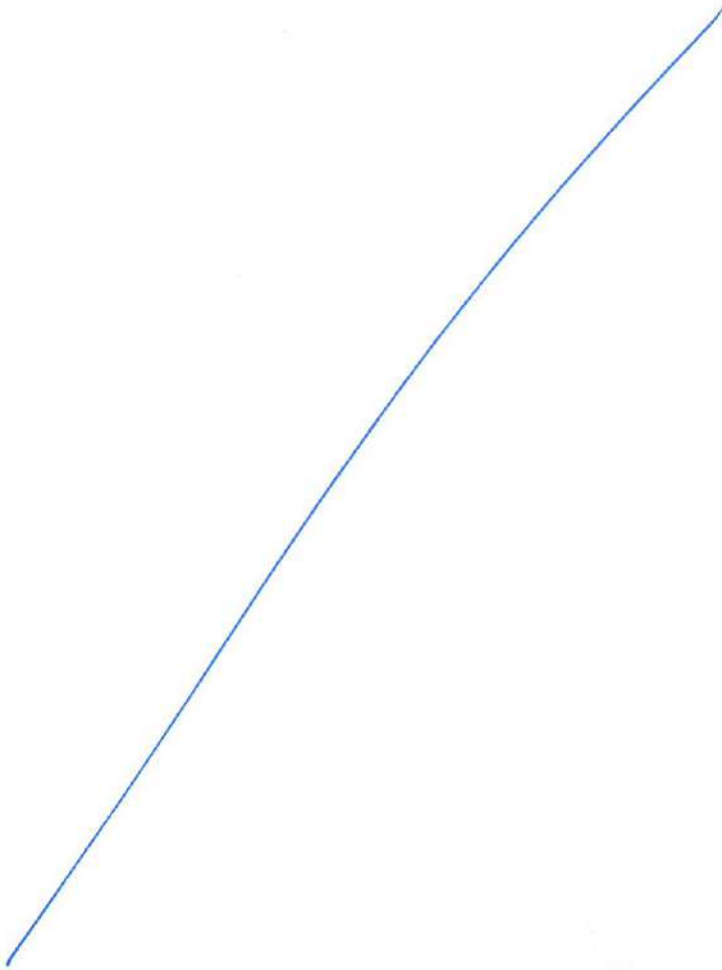


## FORM FIN-3 BREAKDOWN OF REMUNERATION

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.

| A. Remuneration----- |      |                                   |                                       |  |                                 |                                 |  |  |
|----------------------|------|-----------------------------------|---------------------------------------|--|---------------------------------|---------------------------------|--|--|
| No.                  | Name | Position<br>(as in<br>TECH-<br>6) | Person-month<br>Remuneratio<br>n Rate | Time Input<br>in<br>Person/Month<br>(fromTECH-<br>6) | {Currency<br>#1-as in<br>FIN-2} | {Currency<br>#2-as in<br>FIN-2} | {Local<br>Currency-<br>as in<br>FIN-2} |  |
| Key Experts          |      |                                   |                                       |  |                                 |                                 |  |  |
| K-1                  |      |                                   | [Home]                                |  |                                 |                                 |  |  |
|                      |      |                                   | [Field]                               |  |                                 |                                 |  |  |
| K-2                  |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
| Non Key Experts      |      |                                   |                                       |  |                                 |                                 |  |  |
| N-1                  |      |                                   | [Home]                                |  |                                 |                                 |  |  |
| N-2                  |      |                                   | [Field]                               |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
|                      |      |                                   |                                       |  |                                 |                                 |  |  |
| Total Costs          |      |                                   |                                       |  |                                 |                                 |  |  |





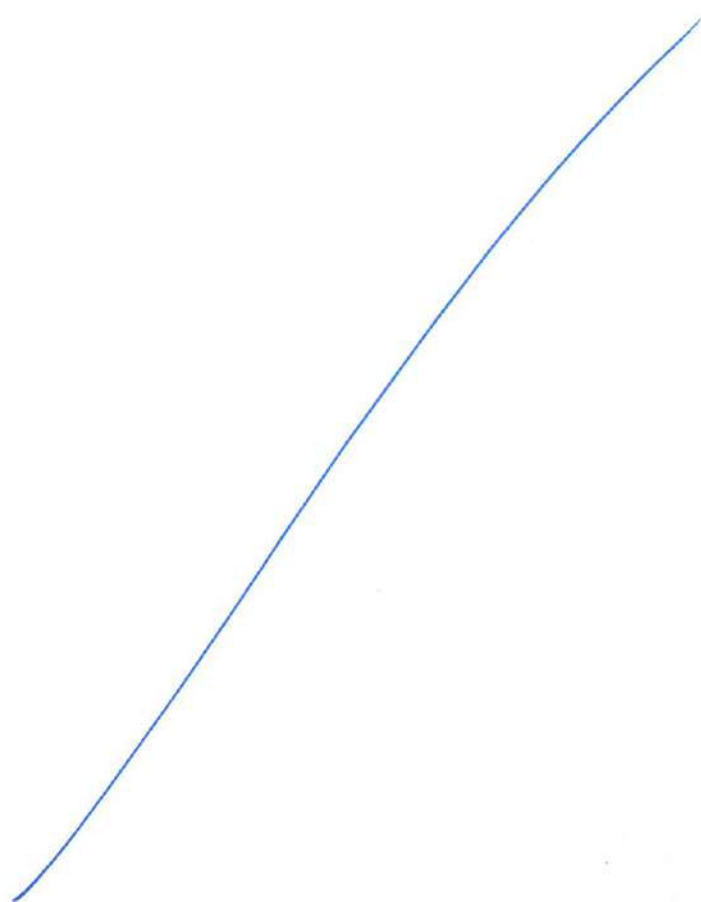
## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

| B- Reimbursable Expenses----- |   |          |           |             |                             |                            |                              |
|-------------------------------|---|----------|-----------|-------------|-----------------------------|----------------------------|------------------------------|
| sn                            | Type of Reimbursable Expenses                                     | Unit     | Unit Cost | Quantity    | {Currency # 1 -as in FIN-2} | {Currency # 2-as in FIN-2} | {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 |                             |                            |                              |
|                               |   |          |           |             |                             |                            |                              |

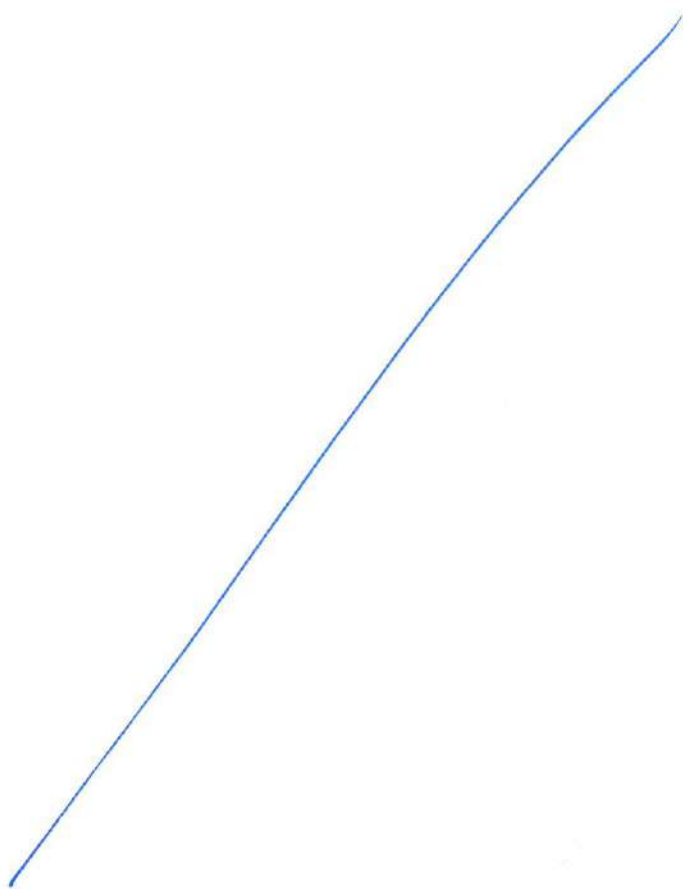






# SECTION 5. ELIGIBLE COUNTRIES





## Section 5. Eligible Countries

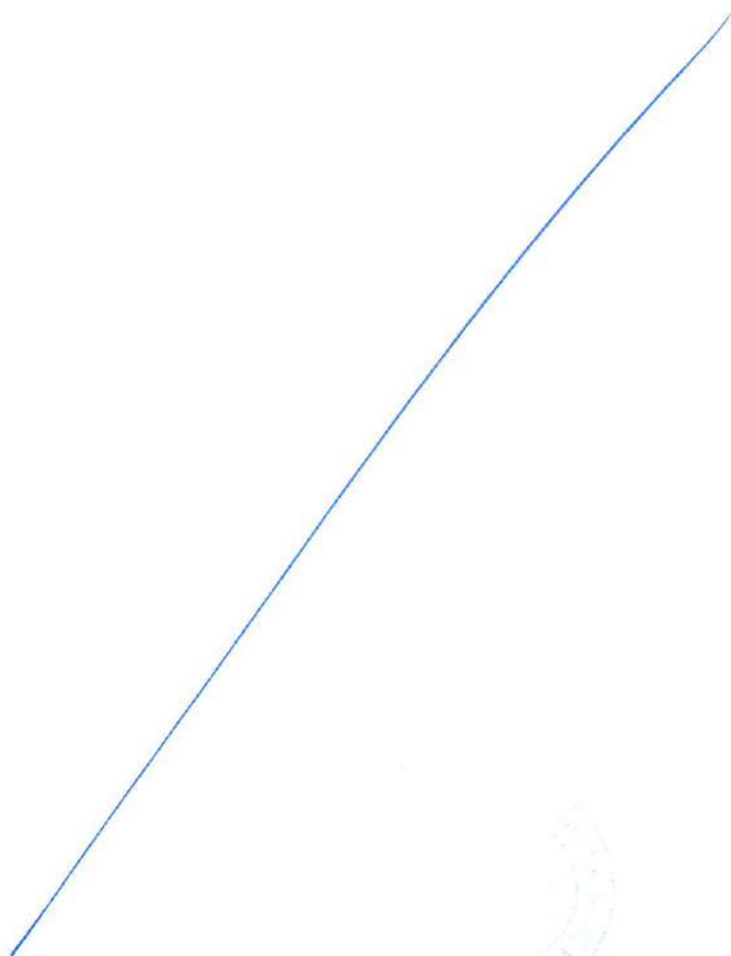
**In reference to ITC6.3.2**, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

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 state –None]

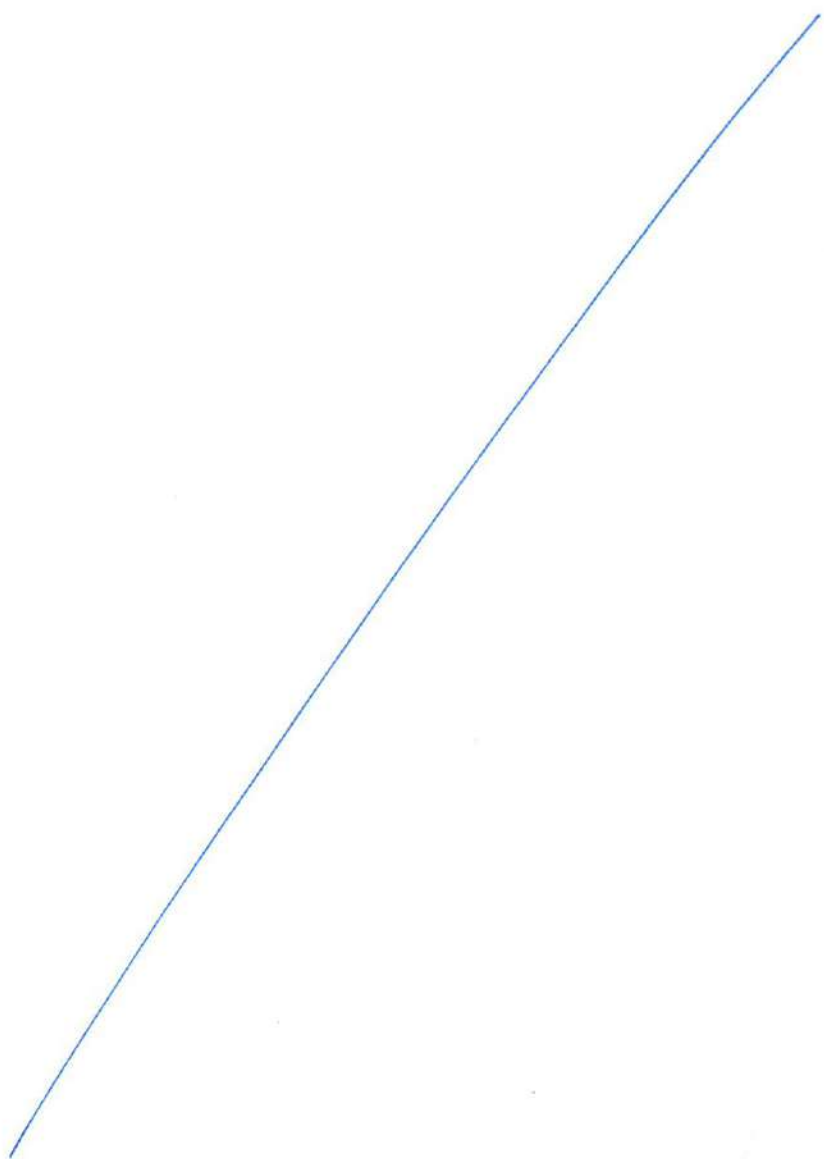






## **SECTION 6. BANK POLICY – CORRUPT AND FRAUDULENT PRACTICES**





## Section 6. Bank Policy – Corrupt and Fraudulent Practices

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

**“Fraud and Corruption 1.23** It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts.

[footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

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

(i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;

(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<sup>3</sup>;

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;

(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

1

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

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





(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;

- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>6</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>7</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

---

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

<sup>5</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

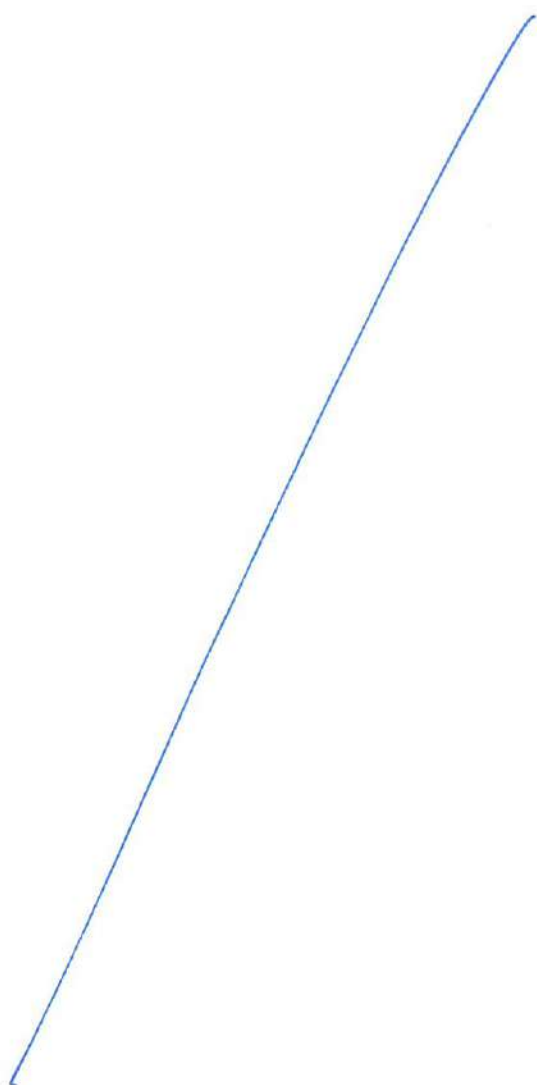
<sup>6</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral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

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



# SECTION-7-TERMS OF REFERENCE (TOR)







## **Terms of Reference (TOR) for Consultancy Services to DFCCIL in setting up & operationalization of Heavy Haul Research Institute (HHRI)**

The Dedicated Freight Corridor Corporation of India Limited (hereafter referred to as 'DFCCIL or Client'), an SPV under the administrative control of Ministry of Railways, is engaged in implementing the Dedicated Freight Corridor Project (Eastern & Western Corridor). As advised by Railway Board, DFCCIL is to go ahead with setting up of a Heavy Haul Research Institute (hereafter referred to as '**HHRI**') on the lines of similar globally located Heavy Haul Railway Research Institutes. In this direction, DFCCIL, having received a Loan (No-IN-8513 of 650 million USD) towards the cost of Eastern DFC Project-III, intends to apply part of the proceeds of this loan for engaging a Consultant (hereafter referred to as '**Consultant**') to provide Consultancy Services for setting up and operationalizing HHRI under the aegis of DFCCIL (here after referred to as '**Consultancy Services**').

Consultant would mean a legally established Professional Consulting firm or an entity i.e. a single entity or entity including a Joint Venture (JV), Consortium or Association and including any Sub Consultants that may provide or provides the Consultancy Services to the Client.

Joint Venture (JV), Consortium or Association shall mean an association with or without legal Personality distinct from that of its Constituent Members, of more than One consultant where one Consultant, having the maximum stake & being, so designated, hereafter, by all the Constituent members as the 'Lead Member', has the authority to conduct all business for and on behalf of the any and all the members of the JV, Consortium or Association, and where all the constituent Members of the JV, Consortium or Association shall be jointly and severally liable, to the Client for the complete performance of Consultant's obligations under the Contract.

### **1. Objectives of the Assignment**

- a) The objectives of this Consultancy Contract is to engage a Consultant to obtain Consultancy Services for setting up and operationalizing 'Heavy Haul Research Institute (HHRI) under the aegis of Dedicated Freight Corridor Corporation of India Ltd. (DFCCIL).
- b) Above Objective Assignment, as defined under ITC sub Clause 1.(x).Data Sheet and under PC sub Clause 1.1.(t)[Services], have been further encapsulated under following two 'Key Objectives' as under;

#### **Key Objective-1**

Consultant shall be obliged to support the Client in all the tasks, as explicitly stipulated in this Section-7-TOR or implied therein and Tasks which are necessary (although not mentioned in this RFP/Contract) **to set up the Heavy Haul Research Institute (HHRI) under the aegis of DFCCIL**, in full functionality at Par with similar Global Heavy Haul Research Institute, **with in a period of 18 months** from the Commencement of Services.

#### **Key Objective-2**

In addition, Consultant, **after the aforesaid Complete setting up of HHRI under the aegis of DFCCIL**, shall support the Client in operationalizing of HHRI **for a further three Years period**





**(36 months) beyond the aforesaid 18 months period for the Key Objective-1 i.e. 54 months from the Commencement of Services.**

- c) To elaborate, the object of the services is to provide Consultancy Services to the DFCCIL in establishing the said Heavy Haul Research Institute (HHRI) of Global standard and operationalizing the HHRI covering entire area of Heavy Haul operations.
- (i) To bring world's best practice in Heavy Haul Railway to the Indian railways
  - (ii) To lead the transformational changes required in operations to achieve best heavy haul industry practice in rolling asset and network capacity utilization.
  - (iii) To recommend for implementation, solutions that improve capacity, quality, efficiency, safety and reliability in Heavy Haul technology and operations.
  - (iv) To analyze data from DFCCIL operations which will assist in solving immediate problems and identifying long term trends.
  - (v) To develop and undertake a program of research (including both short term and long term projects) which supports the implementation of heavy haul freight initiatives.
  - (vi) To develop the basis for heavy haul freight system parameters and standards.
  - (vii) To implement knowledge transfer initiatives such as partnering, twinning, affiliation, training and dissemination.
  - (viii) To be the knowledge resource Centre for Heavy Haul in India.
  - (ix) To undertake local and international technology scanning to assist the development of heavy haul strategy.
  - (x) To accumulate knowledge in respect of current trends in asset design and maintenance that promotes higher efficiency in heavy haul operations.
  - (xi) To contribute to development of training materials required for all heavy haul related technical and operations trainings.

## **2. Relevant information regarding the Assignment**

- a) The Consultant shall be deemed to have taken full account of the all the requirements and (Consultant's) Obligations related with successful and complete achievement of the 'Key Objectives of the Assignment' as defined above, within the 'Time for Completion' as stipulated in this RFP.
- b) The Consultant's quoted lump sum Price shall include all costs e.g. (i) Total Remuneration (ii) Total Reimbursable and shall be inclusive of all the incidental, Contingent, Working expenses, Training expenses, Consultant Profit & other Fees such as Inspection Fees of all kinds and risks of every kind for the successful and complete achievement of the 'Key Objectives of the Assignment' as defined above, within the stipulated 'Time for Completion'.



- c) Consultant shall be required to, fully, support the client in implementation or giving effect to the above stated Objectives of the assignment within the time period stipulated therein.
- d) Consultant shall provide all the required (explicit or implied) inputs for the specific achievement of the 'Key Objectives of the Assignment' [Key Objective-1 & Key objective-2] as defined above.
- e) Towards Contract implementation, the Consultant shall , inter alia & in general, be responsible for:

i. Developing the Organizational Policies

It is understood that the HHRI's operations would be guided by the strong, efficacious and practicable Business policies and processes outlined in absolute clarity. The Consultant , having Business Process consultant on board for defining and detailing the business processes and policies that would be necessary for the successful operation of the HHRI through preparation of manuals. To this extent, the key tasks envisaged to be performed by the Business Process consultant are:

- ☐ To identify the key business processes, with inputs from HHRI management, for the research institute including but not limited to:
  - Finance & Accounts
  - IT
  - Security
  - Facilities
- ☐ To design the business policies, with inputs from HHRI management, for the various functions of the organization including but not limited to:
  - Finance & Accounts
  - Employee compensation
  - Vendor management
  - Accounting procedures
- ☐ IT
  - Access and rights
  - Security
  - Access and rights

- ii. Research-Establishing Research agenda and Plan for HHRI for first 03 years along with detailed Planning and execution of developing requisite organization polices for HHRI. It shall involve applied research focused on improving cost efficiency, asset utilization, and stabilization of heavy haul; operations as well as strategic research aimed at long term benefits. The Program is to be structured to have 6 elements under two broad dimensions as follows

**Research & Development**

- Research
- Condition Monitoring





Condition monitoring is a key feature of all heavy haul operations / systems. Some of the key assets that need to be monitored are;

**Fixed Assets**

Formation & Ballast  
Sleepers  
Rail  
Switches & crossings  
Insulated Rail Joints  
Welds  
Track geometry  
Track irregularities  
Bridges  
Overhead wiring

**Rolling stock assets**

Wheels  
Bearings  
Brakes stuck on  
Brake shoe wear  
Couplers  
Steering  
Suspension components

- Developing System Parameters
- Capacity Development
- Training,
- Twinning
- Dissemination
- 

iii. Staffing for HHRI-Provide support in identification and appointment of CEO, Theme Heads and other relevant Key Research Professionals for efficient setting up & operationalization of HHRI. It is understood that Staff would require to be hired under four key heads as follows:

- Executive functions – CEO- (01 Nos.-tentative)
- Core Technical – Theme Heads, Researchers (132 nos.-tentative)
- Technical Support – Lab technicians, Lab assistants, Maintenance (72 nos. Tentative)
- Administrative Support – HR, Accounts, IT Support etc. (30 nos.-tentative)
- Total staff envisaged: may be around 235

iv. Assessment and subsequent Procurement of the required (both Hardware and software) Equipment and Infrastructure for efficient setting up & operationalization of HHRI.- Consultant shall develop a Procurement plan for Client's approval and provide full support in subsequent Tendering Process shall be initiated and finalized

The equipment required for research and monitoring, the detailed list of equipment required for specific research areas would be fine-tuned by the theme experts under HHRI over a period of time, and would be a dependent activity on the on-boarding of theme experts. However, it may be noted that certain elements of the Program would need to be initiated as soon as DFC gets operationalized (e.g. condition monitoring), and the equipment required for such activities may be procured prior to the on-boarding of theme experts. HHRI senior management team may initiate the process of procurement of identified equipment using the services of external Contract Expert (Equipment specialist member) of the GC.

The key responsibilities of such a Contract specialist are identified as below:



- ☐ Preparing the technical specifications for the heavy haul equipment
    - Detailed technical specification for each of the heavy haul equipment
    - Preparing the procurement schedule for the list of equipment
  - ☐ Preparing contract documents for supplier selection, with inputs from HHRI management
  - ☐ Assisting HHRI management in tender evaluation for supplier selection and assisting DFCCIL in adjudication of Disputes, if any
  - ☐ Supervision during installation and commissioning
- v. Procurement of Maintenance Management Information System (MMIS).
- vi. Simultaneously, preparing the data collation roadmap for HHRI and provide support in related Procurement activities for and setting up a data center.
- vii. Submission of Validation report and necessary documentation to facilitate the Issuance of necessary completion Certificates/ Taking over Certificate, after successful Procurement of all Equipment, infrastructure & Software along with relevant Maintenance support, Procurement of MMIS and all Procurement related with setting up of HHRI Data center to be followed by submission of a Validation certificate for complete setting up of a functional HHRI.
- viii. After successful setting up of a Functional HHRI, provide support to the Client in operationalizing of HHRI i.e. in its operation Phase for a period of three years from the date referred in the Validation Certificate for complete setting up of a functional HHRI.
- ix. Simultaneously, support DFCCIL in establishing twinning arrangement with global institute of repute. Key activities under the Twinning module are as follows:
- (a) Assessment of Twinning needs
  - (b) Identification and selection of partners
  - (c) Agreement on roles/twinning arrangements
    - i. Centre for Railway Engineering, Queensland
    - ii. TTCI
    - iii. Institute for Railway Technology, Monash University
    - iv. VNIIZHT
    - v. VUZ
    - vi. CARS
    - vii. JVTC
    - viii. University of Wollongong; and any other institute of Global repute
- d) The implementation of the HHRI shall be oriented to develop system parameters for heavy-haul freight systems which, while catering to India specific site conditions, would be comparable with Global Heavy Haul systems. In this direction, the related Plan and Program shall provide comprehensive performance specific specifications for key asset components (e.g. infrastructure, motive power, wagons and maintenance equipment) related Technologies, in areas which may, also, include:
- (i) **Infrastructure:** Track standards and design; grade and curves (both horizontal and Vertical); rail specifications including improved metallurgy & Head Hardness, specification and methodology related with Sleepers and fastenings for improved load transfer with





reduced vibrations and with related value adding Features e.g. Under sleeper Pads etc.; switches& Crossing to permit more speed in Turnout Track ;

Specification and methodology related with Formation improvement and improved track Drainage systems.

System and methodology to improve Working life of Rail by optimal use of most suitable Rail Grinding technology and related Technology to adopt the optimal Rail Profile post grinding.

Specification and methodology to improve tribology e.g. Top of Rail and Gauge face lubrication and;

Power requirements and catenary; bridges; loading gauge; track inspections; welding methods & maintenance regimes etc.

- (ii) **Rolling-stock:** Train mass and capability of progressive increase; axle-loads; motive power; wagon capacity and design; high performance braking systems; distributed motive power, hot box detectors, hanging part detectors; wheel testing and management, rolling-stock maintenance regimes, etc.
- (iii) **Power supply and energy savings:** Traction Power supply system with provision of increasing capacity to support heavier trains and increase in throughput; energy efficiency with reduced carbon footprint; full fuel cycle analysis of the power supply to reduce reliance on fossil fuels; technology assessments for energy efficiency of freight operations; connected driver advisory systems / driver advisory systems (C-DAS, DAS); methodologies to assess and certify of carbon savings.
- (iv) **Freight traffic operations:** Train-load and train-lengths and infrastructure consequences (e.g. loop lengths, marshalling yards); Signaling and communication systems, train dispatch system; operating and maximum speed of loaded and empty trains: train protection; driving methods; special operating rules and regulations; MIS, identification of routes requiring capacity augmentation in planned manner; maintenance systems for track, wagons and locomotives that ensure very high levels of reliability as well as availability.
- (v) **Terminal operations:** Loading and unloading systems to reduce terminal delays and minimize wagon turnaround time; required development parameters; equipment needs; Stations and yards, gathering of loaded wagons and formation of trains; modification of existing terminals; etc.
- (vi) **Remote Condition monitoring:** Develop effective RCM systems suitable for DFCCIL environment and circumstances to deliver benefits in performance and long-term asset management.

## II- Description of the Tasks assigned to the Consultant

Consultant, being fully informed having fairly assessed all aspects of the Consultancy Services for setting & operationalizing the HHRI, is fully cognizant of the facts that Consultant shall be required to deploy suitably qualified personnel (Consultant personnel) to carry out all the tasks



explicitly or implicitly associated with setting up and operationalizing of HHRI of global standard which may include but not limited to, the below cited tasks;

1. **Task A: Develop organizational policies-** This shall include identifying key business processes within key functions of HHRI (mainly Finance, HR, research, and IT). The specific tasks to be undertaken for each function are as follows:
  - a. Developing detailed process maps and procedural outlines for activities and processes identified.
  - b. Designing rules of business for research and other departments. Such rules shall be designed with overall aim of nurturing innovation and delivering research objectives within prescribed targets
2. **Task B: Establish a Research agenda:** This shall include:
  - i. Establish detailed research plan for HHRI to be undertaken, in the first 3 years after setting up. The consultant shall take into consideration the research areas proposed above as well as new areas which have emerged or appear to be emerging, as a result of the recent research and recommendations made in areas of Rail Infrastructure Maintenance philosophy, operations model, commercial and marketing model etc. of DFCCIL by various agencies and Global Trends available & prepare a detailed Program Report containing Research plan. Such research plan shall clearly include various research areas, objectives and expected outcomes which are aligned with priorities of DFCCIL as well as overall Heavy Haul ecosystem in India.
3. **Task C: Provide support in identification and appointment of CEO, Theme Heads and other relevant Key Research Professionals for efficient setting up & operationalization of HHRI**
  - a. The Consultant shall develop a detailed HR plan, also, including qualification, expertise, capabilities and desired skill sets from various HR resources (Managerial and researchers) including sample profiles of eminent experts globally.
  - b. The Consultant shall support DFCCIL, in identification and all aspects of selection and appointment of requisite HHRI Professionals e.g. CEO, various Theme Heads and relevant Key Research Professionals for efficient setting up and operationalizing of HHRI.
4. **Task-D-Assessment and subsequent Procurement of the required Equipment and Infrastructure for efficient setting up & operationalization of HHRI.**

The Consultant shall assess and support the client in subsequent procurement of all the required equipment, infrastructure and Software including maintenance support etc. Consultant shall;

  - i. Develop Employer's Requirement & Specifications of each of such equipment, infrastructure and Software and identification of prospective Global Suppliers.
  - ii. Preparation of necessary Tender documentation for the Procurement of aforesaid Equipment, related Infrastructure & Software with necessary maintenance support.





- iii. Provide Clarification of various Consultants' queries regarding the Tender Documents for the Procurement of aforesaid Equipment, related Infrastructure & Software with necessary maintenance support.
- iv. Evaluation of Consultants' Offers (Technical & Financial) for the work(s) of Procurement of such equipment, infrastructure & Software along with relevant Maintenance support, Support the Client in Negotiation with lowest Evaluated Consultant, if any to be followed by preparation of letters of Award, drawing up of necessary Contract Agreements.
- v. Regular Monitoring to ensure successful implementation, of Contracts for the work(s) of Procurement of such equipment, infrastructure & Software along with relevant Maintenance support, within timelines stipulated therein the referred respective contracts. It shall include necessary Factory acceptance Checks If applicable, and necessary Checks / tests associated with installation, Testing & Commissioning.
- vi. Submission of Validation report and necessary documentation to facilitate the Issuance of necessary completion Certificates/ Taking over Certificate, after ensuring above, to each of Contractor for the work(s) of Procurement of such equipment, infrastructure & Software along with relevant Maintenance support.

#### 5. Task-E-Setting up of a Data Centre

The Consultant shall;

- vii. Simultaneously, prepare the data collation roadmap for HHRI and based upon the aforesaid Road Map, provide support in Collection, assimilation and communication of Data in real time and setting up a data center.

#### 6. Task F: Maintenance Management Information System(MMIS): The consultant shall be responsible for supporting DFCCIL in procurement of MMIS system including

- a. Holding consultations with maintenance teams and other stakeholders to crystallize the requirements of DFCCIL from such system.
- b. Development of high level requirements for such system.
- c. Develop Employer's Requirement & Specifications of each of MMIS system and identification of prospective Global Suppliers.
- d. Preparation of necessary Tender documentation for the Procurement of aforesaid MMIS System.
- e. Provide Clarification of various Consultants' queries regarding the Tender Documents for the Procurement of aforesaid MMIS System.
- f. Evaluation of Consultants' Offers (Technical & Financial) for the work(s) of Procurement of such MMIS System, Support the Client in Negotiation with lowest



Evaluated Consultant, if any to be followed by preparation of letters of Award, drawing up of necessary Contract Agreements.

- g. Regular Monitoring to ensure successful implementation, of Contracts for the work(s) of Procurement of such equipment, infrastructure & Software along with relevant Maintenance support, within timelines stipulated therein the referred respective contracts. It shall include necessary Factory acceptance Checks If applicable, and necessary Checks / tests associated with installation, Testing & Commissioning.
- h. Submission of Validation report and necessary documentation to facilitate the Issuance of necessary completion Certificates/ Taking over Certificate, after ensuring above, to each of Contractor for the work(s) of Procurement of such MMIS System.

**7. Task G: Support in setting up HHRI Data center:** The consultant prepare the digital and IT strategy for HHRI and provide support in setting up a data room. This shall inter alia include:

- a. Preparing the IT strategy and Digital agenda for HHRI with an overall aim to catalyze innovation and primary research.
- b. Preparing the technical design specifications for equipment and software required for the data center.
- c. Develop Employer's Requirement & Specifications of each of such equipment and Software including Maintenance support for setting up of HHRI Data Centre and identification of prospective Global Suppliers.
- d. Preparation of necessary Tender documentation for the Procurement of such equipment and Software including Maintenance support for setting up of HHRI Data Centre.
- e. Provide Clarification of various Consultants' queries regarding the Tender Documents for the Procurement of aforesaid such equipment and Software including Maintenance support for setting up of HHRI Data Centre.
- f. Evaluation of Consultants' Offers (Technical & Financial) for the work(s) of Procurement of such equipment and Software including Maintenance support for setting up of HHRI Data Centre, Support the Client in Negotiation with lowest Evaluated Consultant, if any to be followed by preparation of letters of Award, drawing up of necessary Contract Agreements.
- g. Regular Monitoring to ensure successful implementation, of Contracts for the work(s) of Procurement of such equipment and Software including Maintenance support for setting up of HHRI Data Centre, within timelines stipulated therein the referred respective contracts. It shall include necessary Factory acceptance Checks If applicable, and necessary Checks / tests associated with installation, Testing & Commissioning.
- h. Submission of Validation report and necessary documentation to facilitate the Issuance of necessary completion Certificates/ Taking over Certificate, after ensuring above, to each of Contractor for the work(s) of Procurement of such equipment and Software including Maintenance support for setting up of HHRI Data Centre.





## **8. Task H- Setting up and Operationalizing the HHRI**

- a) Consultant shall support the Client in ensuring that all the requisite explicit or implicit tasks associated with the setting up of HHRI are carried out, optimally and HHRI is set up in full functionality.
- b) Based upon above, Consultant shall issue a Validation certificate for complete setting up of a Functional HHRI.
- c) Consultant, after complete setting up of the HHRI, shall support Client in operationalizing the HHRI i.e. in its (HHRI) operational phase for a period of three years from the date of aforesaid Validation Certificate.

## **9. Task-I : To develop and Implement a Structured Safety Management System**

Consultant shall support the Client in developing and implementing a well-structured Safety Management system cover the entire Heavy Haul Operations with a view to have a Safety Protocol built into every operational process and into decision making. This would entail framing, developing a range of Policies, Processes / Procedures to support the planning and execution of Day to day Heavy haul operations including response to various types of Accidents and Disasters i.e. developing a detailed workable Disaster management plan, improvement in Accident Manual & Risk Management.

## **10. Task L : Support in establishing twinning arrangements with global institutes of repute. This shall include:**

- a. Identification of Global Heavy Haul Railway Research Institute of repute in the field of heavy haul rail research.
- b. Development of a framework to identify the research institute with potential to partner with DFCCIL team comprising parameters such as ;
  - a) Research experience in the field of heavy haul rail
  - b) Extent of research equipment
  - c) Width of research capacity
  - d) Similarity with Indian context
  - e) Willingness to share technical knowledge with DFCCIL / IR (to be undertaken through interaction with the institute)
- c. Evaluation of these research institutes in line with the developed framework and presentation of the evaluation to the Client.
- d. Developing proposal for twinning with identified institute keeping the envisaged role of HHRI in consideration. This shall include drafting a tentative structure for such twinning arrangement.



- e. Consultant shall support the Client in effectuating the aforesaid Proposal for Twinning with Global Heavy Haul Railway Research Institutes of repute.

## 11. Reporting Requirement

After Commencement of Consultancy Services, Consultant shall , within 30 Days of the Commencement, prepare and submit a detailed Inception report bringing out the Major & minor stages of the Contract implementation along with detailed Method of achieving those stages, called Work Plan and a detailed Programme of Consultancy services bringing out the order in which the Consultant intends to carry out the each stage of consultancy services, as brought out in Inception Report, and the anticipated timing for the aforesaid Stages, for Client's approval so as to ensure achievement of the Key objectives of the assignment within the stipulated period of the completion.

Client, after due deliberation, shall approve the Inception Report and Programme. Subject to Client's approval, the Consultant's Programme shall be called as the **Consultancy Programme** and the Method, contained therein the Inception Report & called Work Plan, shall be called **Consultancy Work Plan**.

The Consultancy Work Plan and Consultancy Programme shall be primary reference points to assess / adjudge the Consultant progress of Work.

Consultant shall be under obligation to periodically review the Consultancy Programme and if necessary Consultancy Work Plan submit a revised Consultancy plan and Consultancy Programme whenever the earlier Consultancy Programme is inconsistent with the actual progress of Work i.e. lagging behind and / or the Work Plan is concluded as inadequate.

After Client's approving the Inception Report, the above referred Work plan and Programme Shall be known as Consultancy Work Plan and Consultancy Programme.

Besides above, Consultant shall submit Monthly progress Report wherein, Consultant shall detail the Progress of work e.g. the status of Various Key Deliverables v/s Physical achievement. Consultant shall, also list the progress v/s the Consultancy Work Programme and In case the Progress is lagging behind, the method and additional input shall be proposed to recover the progress of work.

## III-Qualification of Key Experts

Consultant, subject to the outcome of the Contract negotiation, shall include following minimum Experts along with requisite assistant and support staff to be proposed by the Consultant, while submitting their lump sum Offer.

| s.n. | Professional | Desired Work Profile  | Qualification  | Experience<br>(No. of Years)<br>[Refer column no-(3)]   |
|------|--------------|---|--|---|
| (1)  | (2)          | (3)   | (4)  | (5)   |
| 1    | Team Leader  | Should have extensive experience in Project and Programme management in the Railway sector, | Graduate qualification followed by Post Graduate Qualification in Engineering, | Must have minimum 15 Years' experience in International Heavy Haul Railway System with increasing levels of responsibility. |





| s.n. | Professional                      | Desired Work Profile  | Qualification  | Experience<br>(No. of Years)<br>[Refer column no-(3)]   |
|------|-----------------------------------|---|--|---|
| (1)  | (2)                               | (3)   | (4)  | (5)   |
|      |                                   | Should have led multidisciplinary Teams for Railway sector research / Studies, feasibility studies, design, construction & Maintenance of Track or rolling stock.<br>The expert must be proficient in Bank procurement rules and procedures   | Project Management, Business administration etc.                               |   |
| 2    | Organizational policy / HR Expert | Should have extensive experience of developing organization design and policies for new organizations preferably In infrastructure sector.<br><br>Should have led multidisciplinary teams in organizational design, structuring, policy and man power planning and developing blue print of new organization including Job description and recruitment.                                       | Post graduate qualification in Human Resource Management or related discipline | Must have minimum 15 Years' experience in Human Resource development/Organizational development with increasing levels of responsibility. |
| 3    | Business Process Expert           | Should have knowledge of and have experience in<br>(a) Business planning process<br>(b) Familiarity with Railway terminology including establishment of a Chart of Accounts.<br>(c) Familiarity and /or experience in accounting and auditing process.  | Graduate level Qualification in Business Management or Accounting              | Must have minimum 10 Years' experience with increasing levels of responsibility.  |
| 4    | Heavy Haul Rolling Stock Expert   | <ul style="list-style-type: none"> <li>Familiarity and experience in the heavy haul rolling stock design, operation, standards and maintenance</li> <li>Familiarity and experience in the heavy haul rolling stock wayside measurement systems.</li> <li>Experience at purchase, installation, retrofit, operation and maintenance of rolling stock components and instrumentation</li> </ul> | Graduate Qualification in Mechanical, Mechatronic or Electrical engg.          | Minimum 15 Years of experience.   |



| s.n. | Professional                     | Desired Work Profile   | Qualification  | Experience<br>(No. of Years)<br>[Refer column no-(3)] |
|------|----------------------------------|--|--|---|
| (1)  | (2)                              | (3)  | (4)  | (5)   |
|      |                                  | <ul style="list-style-type: none"> <li>• Knowledge and experience of railway workplace health and safety management</li> </ul>   |  |   |
| 5    | Heavy Haul Infrastructure expert | <input type="checkbox"/> Familiarity and experience in the heavy haul infrastructure design, operation, standards and maintenance<br><br><input type="checkbox"/> Familiarity and experience in the heavy haul infrastructure instrumentation systems and on-board track measurement systems<br><br><input type="checkbox"/> Experience at purchase, installation, retrofit operation and maintenance of track and bridge components and associated measurement, survey and instrumentation methods.<br><br><input type="checkbox"/> Knowledge and experience of railway workplace health and safety management  | Graduate Qualification in Civil or Structural Engg.  | Minimum 15 Years of experience.                       |
| 6    | Rail Research Expert             | <input type="checkbox"/> Track record and experience in the heavy haul research as evidenced by experimental programs, field testing, simulation studies, technical publications and industry reports<br><input type="checkbox"/> Familiarity and experience in the heavy haul instrumentation and condition monitoring systems – both wayside and on-board track measurement systems<br><input type="checkbox"/> Experience in the design and execution of test programs and experimental equipment both laboratory and field<br><input type="checkbox"/> Experience in commercial research and engineering consulting<br><input type="checkbox"/> Knowledge and experience of railway workplace health and safety management | Masters qualification in either mechanical, mechatronic, electrical, civil or structural engineering | Minimum 15 Years of experience.                       |





| s.n. | Professional                   | Desired Work Profile  | Qualification  | Experience<br>(No. of Years)<br>[Refer column no-(3)] |
|------|--------------------------------|---|--|---|
| (1)  | (2)                            | (3)   | (4)  | (5)   |
| 7    | Heavy Haul Software Specialist | <p>Familiarity with modelling software of the type used in operational modelling of railway systems and of specific software of the type RailSim, C++, Vampire, CABS, STARCO, and Finite Element Analysis as well as general use software such as Excel and Word, Power Point.</p> <p>Experience at installation and operation of said software.</p>  | Graduate level Qualification in Engineering or software development related to Railway Applications  | Minimum 10 Years of experience.                       |
| 8    | Contract Expert                | <ul style="list-style-type: none"> <li>• Ability to read specifications</li> <li>• Experience with tendering arrangements, documentations, Evaluation of Bids/Offer, Contracts and legal issues.</li> <li>• Experience with managing suppliers as to their compliance with contract conditions, delivery timelines</li> <li>• Experience at managing quality control and acceptance criteria</li> <li>• Experience with warranty procedures, imposing contract conditions with legal effect</li> <li>• Experience with procurement and commissioning procedures, fit for purpose testing</li> </ul> | Graduate level Qualification in Engineering and qualification regarding Procurement related disciplines such as legal , business administration or Material handling | Minimum 10 Years of experience.                       |
| 9    | IT Expert                      | <ul style="list-style-type: none"> <li>• Familiarity and experience in the operation and maintenance of computers and telecommunications</li> <li>• Trouble-shooting experience with equipment interfaces and cabling</li> <li>• Operating System experience, such as Windows, Linux, Macintosh, Android, set up and calibration when used with sophisticated and high</li> </ul>   | Graduate level Qualification in IT Hardware , software and interface discipline  | More than 10 years                                    |



| s.n. | Professional   | Desired Work Profile  | Qualification                           | Experience<br>(No. of Years)<br>[Refer column no-(3)] |
|------|----------------|---|---|---|
| (1)  | (2)            | (3)   | (4)                                     | (5)   |
|      |                | power software such as modelling and simulation as well as hand held data capture devices   |   |   |
| 10   | Finance expert | Should have extensive experience in Financial aspects of Railway Infrastructure Project implementation or Railway organizational set up and operation<br><br>Should be conversant with in Processing of Bids and evaluation<br><br>Should be conversant with matters related with latest Taxation regime like GST | Graduate level qualification in Finance | More than 15 Years                                    |

IV-Indicative requirements of Key Experts for the Consultancy Services are as under;

| s.n.         | Professional                      | Indicative Man Month(s)                      |
|--------------|-----------------------------------|--|
| (1)          | (2)                               | (3)  |
| 1            | Team Leader                       | 18 (Key Objective-1)+36 (Key Objective-2)=54 |
| 2            | Organizational policy / HR Expert | 04   |
| 3            | Business Process Expert           | 04   |
| 4            | Heavy Haul Rolling Stock Expert   | 06 (Key Objective-1)+18 (Key Objective-2)=22 |
| 5            | Heavy Haul Infrastructure expert  | 06(Key Objective-1)+12(Key Objective-2)=18   |
| 6            | Rail Research Expert              | 06(Key Objective-1)+12(Key Objective-2)=18   |
| 7            | Heavy Haul Software Specialist    | 06(Key Objective-1)+06(Key Objective-2)=12   |
| 8            | Contract Expert                   | 12   |
| 9            | IT Expert                         | 08   |
| 10           | Finance expert                    | 06   |
| <b>Total</b> |                                   | <b>158 Man months (indicative)</b>           |

Regarding Non Key Experts, Consultant shall submit a detailed list of Non Key Experts to be finalized during the Contract Negotiation



### **V-Key Deliverables with Payment Schedule**

This shall be in terms of Annexure-I to Terms of Reference (TOR), as appended under Appendix-A [Terms of Reference with Annexure-1(Payment Schedule)]

### **VI- Services and facilities to be provided by the Client-**

**'Nil'**

#### **Note-**

- The Consultant's Offer shall include all the expenses related with the;
  - a) Cost of independently setting up, furnishing and subsequently maintaining the requisite furnished office Space for the entire duration of this Consultancy Contract.
  - b) Cost of Purchase, installation and maintaining the necessary equipment like Servers, Computers, Printers, Plotter(s) for the entire duration of this Consultancy Contract.
  - c) Cost of purchase of Consumables of all kinds like Printer/Plotter Cartridge and all kinds of Stationery items in the required quantities.
  - d) Cost related with Postage/Courier of all kinds of Documents/Objects/Articles (Both Domestic & International).
  - e) Cost of all types of communication including Cost of (i) Broadband connection & (ii) of Phone(s) [both Land line & cellular] and associated periodical cost of Paying Telephone bills / recharge cost (Both Domestic & International).

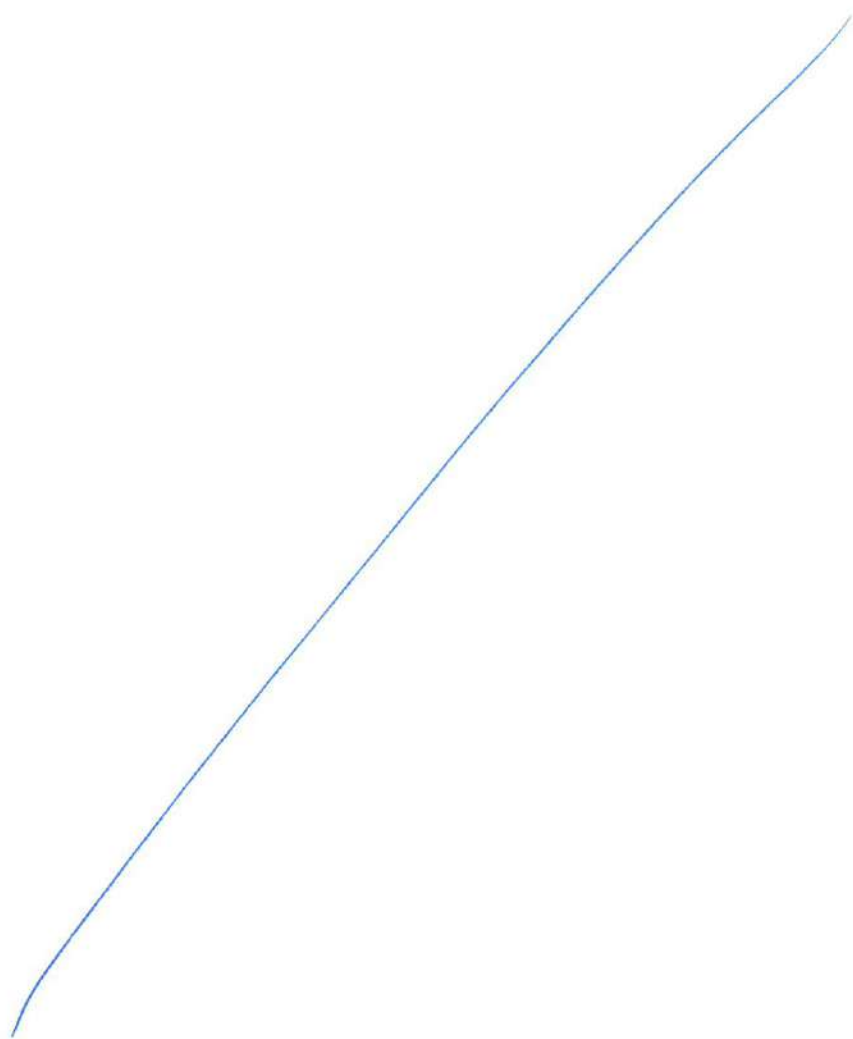
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## **Part-II-Section 8-Conditions of Contract and Contract Forms**







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## 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/Consortium/ Association (Name of JV/Consortium/Association) consisting of following entities, each member of which shall 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 [or credit or grant] from the [insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]; toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] 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/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] 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/financing/grant] agreement or have any claim to the [loan/credit/grant] 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 "Bank Policy – Corrupt and Fraudulent Practices);

(b) The Special Conditions of Contract;





(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee

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; Appendix D. 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/Consortium/Association]*

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

*[For a Joint Venture/Consortium/Association, all members shall sign.]*

For and on behalf of each of the members of the Consultant

*[Insert the Name of the Joint Venture]*

*[Name of the lead member]*

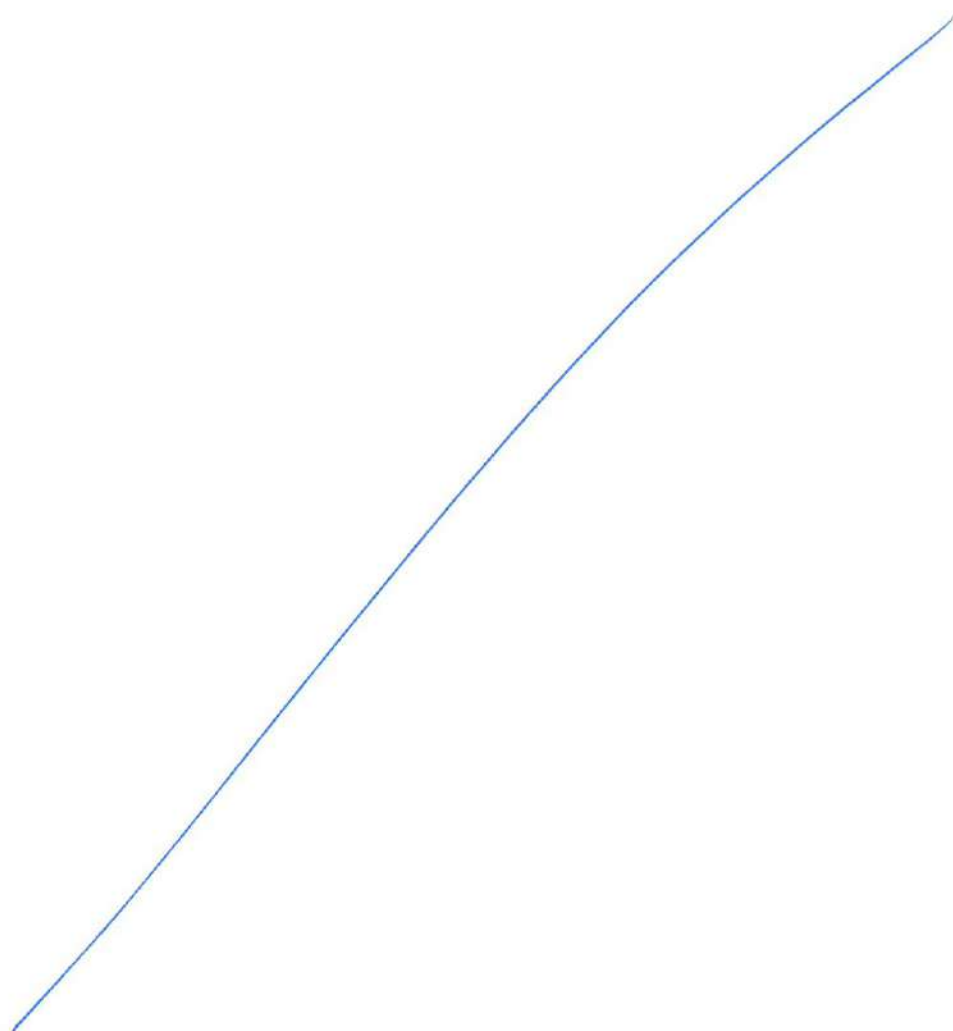


*[Authorized Representative on behalf of a Joint Venture]*

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

|  | Authorized Representative of the Lead Member and thereby Authorized Representative of the JV/Consortium/Association i.e. <b>Authorized Representative of the Consultant</b> | Authorized Representative of the Constituent Member-1 | Authorized Representative of the Constituent Member-2..... |
|--|---|---|--|
| Authorized Signature {In full and initials}: | (Consultant Round Stamp)  | (Member's Round Stamp)                                | (Member's Round Stamp)                                     |
| Name and Title of Authorized Signatory:      |   |   |  |
| Address                                      |   |   |  |
| E Mail                                       |   |   |  |
| Telephone number                             |   |   |  |
| <b>In witness of above</b>                   |   |   |  |
| Signature of Witness                         |   |   |  |
| Address                                      |   |   |  |
| E Mail                                       |   |   |  |
| Telephone number                             |   |   |  |

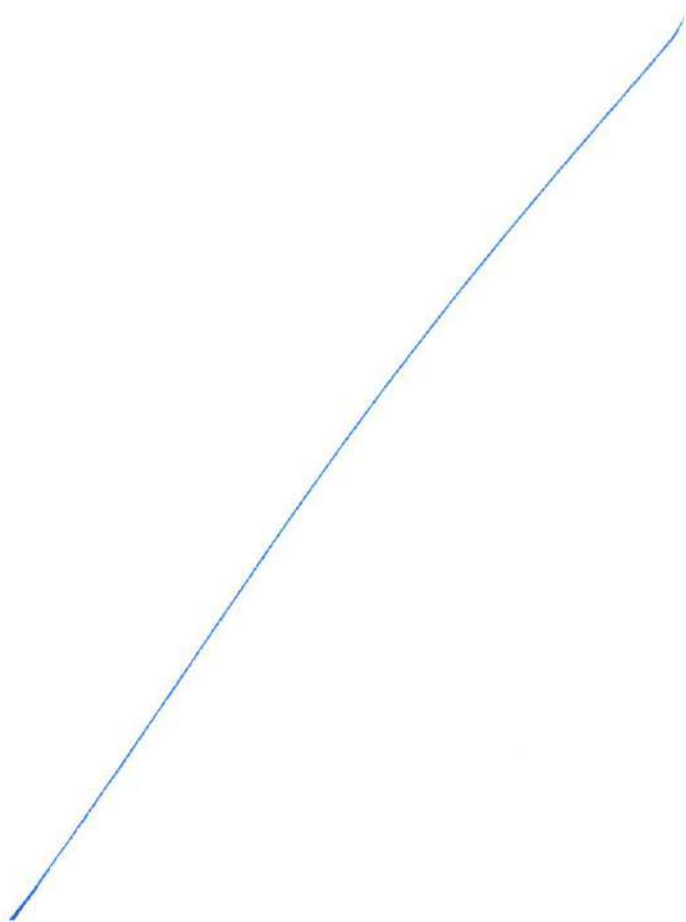




## General Conditions of the Contract (GCC)







## 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 Guidelines”** means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

(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 **Special Conditions of Contract (SCC)**, 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 financing 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 entity selected by the Client to provide the Services under the signed Contract.

(g) **“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).

(h) **“Day”** means a working day unless indicated otherwise.

(i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(j) **“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.

(k) **“Foreign Currency”** means any currency other than the currency of the Client's country.

(l) **“GCC”** means these General Conditions of Contract.

m) **“Government”** means the Government of the Client's country.



(n) **“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.

(o) **“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.

(p) **“Local Currency”** means the currency of the Client's country.

(q) **“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.

(r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.

(s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written

(t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(u) **“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.

(v) **“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.

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|--|---|
| 7 <b>Location</b>                          | 7.1. The Services shall be performed at such locations as are specified in <b>Appendix A</b> 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 <b>Authority of Member in Charge</b>     | 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the <b>SCC</b> 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 <b>Authorized Representatives</b>        | 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 <b>SCC</b> .  |
| 10 <b>Corrupt and Fraudulent Practices</b> | 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in <b>Attachment 1</b> to the GCC.  |
| a) <b>Commissions and Fees</b>             | 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 <b>Effectiveness of Contract</b>                               | 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 <b>SCC</b> have been met.  |
| 12 <b>Termination of Contract for Failure to Become Effective</b> | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , 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 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 corrupt, fraudulent, collusive, coercive or obstructive practices, 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 (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 Interests**

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 Guidelines, 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, unless otherwise indicated in the SCC.

**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 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under 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 shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice 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 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: Bank's Policy – Corrupt and Fraudulent Practices

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

#### **“Fraud and Corruption**

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

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

(i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>17</sup>.

(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<sup>18</sup>;

(iii) “Collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>19</sup>;

(iv) “Coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>20 i</sup>

(v) “Obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;





(c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures<sup>21</sup>, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated<sup>22</sup> sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.<sup>3</sup>



<sup>17</sup> For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>18</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>19</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

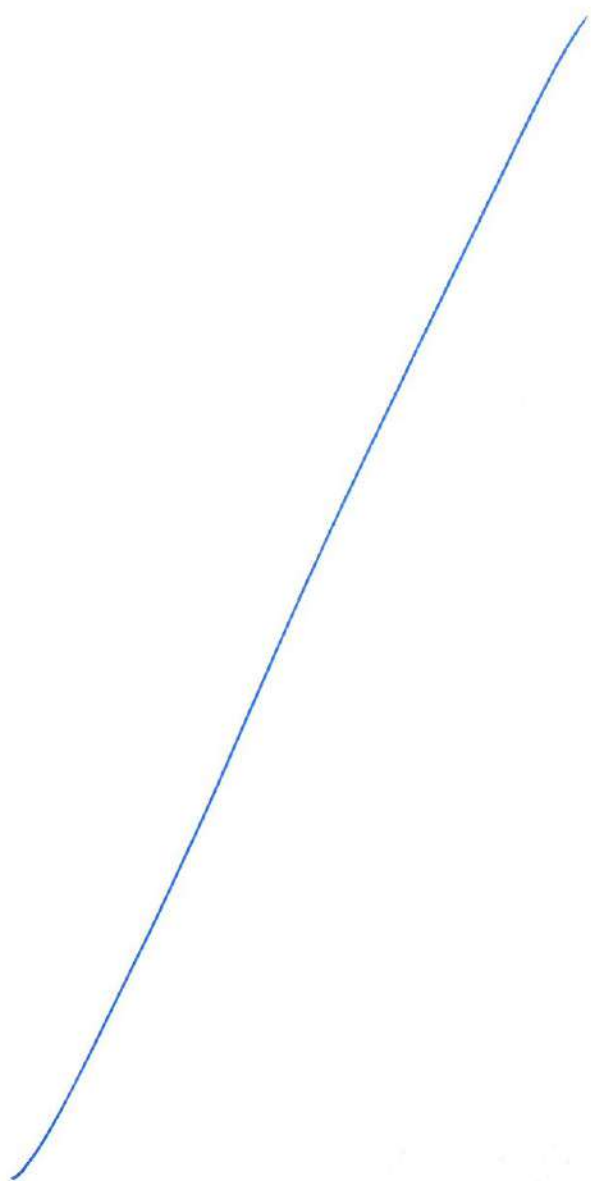
<sup>20</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

<sup>21</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines

<sup>22</sup> A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

### **III. SPECIAL CONDITIONS OF CONTRACT (SCC)**







### III. Special Conditions of Contract

| Number & GC Clause                 | Amendments of, and Supplements to, Clauses in the General Conditions of Contract  |
|------------------------------------|---|
| <b>A.GENERAL PROVISIONS</b>        |   |
| 1.1(b) [Applicable Law]            | The Contract shall be construed in accordance with the laws of <b>India</b> .   |
| 4.1[Language]                      | The Language is <b>English</b>  |
| 6.1 & 6.2<br>[Communication]       | <p>The Addresses are ;</p> <p>Client- Dedicated Freight Corridor Corporation of India Ltd.(DFCCIL),<br/>Attention-Praveen Kumar-GGM/P/WC*<br/>Room no-505, Dedicated Freight Corporation of India limited<br/>5th Floor, Pragati Maidan Metro Station building complex<br/>Pragati Maidan-New delhi-110001</p> <p>Phone-011-23379815; Cell phone- 09717636822<br/>Facsimile-011-23454701<br/>E MailID-praveenkumar@dfcc.co.in</p> <p><i>[*Note-After award of the Works, the identity of the DFCCIL contact person may change]</i></p> <p><b>Consultant-Details to be filled award of the Work.</b><br/>Attention-<br/>Facsimile-<br/>E Mail (where permitted)-</p> |
| 8.1[Authority of Member in Charge] | <p><i>[If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture/Consortium/Association consisting of more than one entity, the name of the Joint Venture/Consortium/Association member whose address is specified in Clause SCC 6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the Joint Venture/Consortium/Association is _____ <i>[insert name of the member]</i></p>   |
| 9.1[Authorized Representative]     | <p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b> <i>[name, title]</i></p> <p><b>For the Consultant:</b> <i>[name, title]</i></p>   |



| <b>B.COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT</b> |  |
|---|--|
| <b>11.1[Effectiveness of the Contract]</b>                                  | The effectiveness Conditions are the following-N/A   |
| <b>12.1[Termination of the contract for failure to become effective]</b>    | <b>Termination of the Contract for failure to become effective</b><br>The time period shall be <b>04 months</b> .  |
| <b>13.1[Commencement of services]</b>                                       | The number of Days shall be <b>10 days</b> .   |
| <b>14.1[Expiration of the contract]</b>                                     | <b>54 months</b>   |
| <b>C. OBLIGATIONS OF THE CONSULTANT</b>                                     |  |
| <b>20.1.(i) (Deficiency of Services)</b>                                    | <p>Insert a new sub Clause as under;</p> <p>The following, inter alia, shall constitute “Deficiency of services”</p> <ul style="list-style-type: none"> <li>(i) Non deployment or delayed deployment of adequately qualified and experienced Experts with respect to/commensurate with Stages as defined in Consultancy Work plan in terms of Consultancy Programme.</li> <li>(ii) Not keeping proper record during the Consultancy Contract.</li> <li>(iii) Refusing to give detailed reasons for actions taken / recommended by the consultants during the Consultancy Contract</li> <li>(iv) Advising acceptance of sub Standard work for setting up of HHRI during the consultancy Contract.</li> <li>(v) Frequent replacement of Consultant professionals.</li> </ul> <p>The above list is not exhaustive and subject to further revision, triggered by Consultant, Consultant’s voluntary actions or omissions, fairly adjudged to be detrimental for the achievement of Key Objectives.</p> |
| <b>23.1[Liability of the Consultant]</b>                                    | <p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds [ one] times the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p>   |





|   |   |
|---|---|
|   | <ul style="list-style-type: none"> <li>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law"</li> </ul>   |
| <b>24.1[Insurance to be taken by the Consultant]</b>                | <p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Professional liability insurance, with a minimum coverage of Accepted Contract Amount INR.</li> <li>(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, for the Period of Consultancy Contract' in accordance with the applicable law in the Client's country- Indian Motor Vehicle Act</li> <li>(c) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state "in accordance with the applicable law in the Client's country"];</li> <li>(d) 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</li> <li>(e) 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.</li> </ul> <p>Consultant shall submit relevant insurance Policies with the Client, along with a statement mentioning, the details of all the relevant Insurance policies e.g. Policy Number, Insurance provider, Risk covered, Beneficiary, Date of Premium Paid and the Date of Next Premium due, at a glance, within 90 Days of Commencement of Services [Sub Clause 13.1, above].</p> <p>Consultant shall be under obligation to pay the requisite Premiums of all the aforesaid relevant Insurance policies well in advance of the Next Premium submission deadline and Consultant after thus, renewing the policies shall submit the Policy renewals/Premium receipts along with the Statement, referred in the preceding Para.</p> |
| <b>27.1[Proprietary rights of the client in Reports and record]</b> | Exceptions to Client Proprietary rights- None   |
| <b>27.2</b>   | The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.   |





## F. PAYMENTS TO THE CONSULTANTS

|   |  |
|---|--|
| <b>38.1 [Contract Price]</b>              | <p>The Contract Price is -----<br/> <i>[insert amount and currency for each currency as applicable]</i><br/> <i>[Indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Local indirect Taxes Chargeable in respect of this Contract for Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of local indirect Tax is ----- <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></p>  |
| <b>39.1 &amp; 39.2 [Taxes and duties]</b> | <p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:</li> </ul> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(i) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p> |



|                         |   |
|-------------------------|---|
|                         | <p>The Consultants, Sub Consultants and the Personnel shall pay the corporate income tax and personal income tax payable by them under the contract and applicable laws.</p> <p>The Client;</p> <p>a) Shall effect Tax deduction at source (TDS) as per the applicable rates in respect of payments made to the Consultants;</p> <p>b) Shall arrange to deposit the above TDS with the Govt/Tax Authorities within the time stipulated under the relevant Act. Certificates evidencing such deposits shall be forwarded by the Employer to the Consultants;</p> <p>c) Shall reimburse to the consultant Local indirect Taxes mentioned in sub clause 38.1 of GCC payable as per applicable valuation rules as are determined by concern tax authority from time to time. The employer shall compensate the Consultants for any further Local indirect Taxes mentioned in sub clause 38.1 of GCC payable occasioned due to subsequent changes in valuation rules if any ;</p> <p>d) Shall reimburse to the Consultants any additional taxes that may become payable due to change in applicable law or that may get enacted during the tenure of the contract from the date such taxes become payable. Such payments shall be made by the consultants within the time specified in the law and reimbursed on satisfactory production of the evidence thereof to the Employer. Any levy of interest or penalty leviable/imposable purely on account of non-compliance by the Employer any time shall be to the account of the Employer.</p> |
| 39.3 [Price adjustment] | <p>Insert a New Sub Clause;</p> <p>The price adjustment shall be applicable on the Remuneration and Reimbursable component [ref- Break down of the Contract Amount- Appendix-C]</p> <p>(a) Remuneration paid in foreign currency pursuant to the rates set forth in Form-FIN-3[Breakdown of remuneration] shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the, Date corresponding to the Commencement of Services date, by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where <math>R_f</math> is the adjusted remuneration, <math>R_{fo}</math> is the remuneration payable on the basis of the rates set forth in Appendix C for remuneration payable in foreign currency, <math>I_f</math> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and <math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the next month after the Commencement of Services date.</p>   |





|  |  |
|--|--|
|  | <p>(b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date corresponding to the Commencement of Services date) by applying the following formula:</p> $R_t = R_{t_0} \times \frac{I_t}{I_{t_0}}$ <p>where <math>R_t</math> is the adjusted remuneration, <math>R_{t_0}</math> is the remuneration payable on the basis of the rates set forth in Appendix C (Break Down of Accepted Contract Amount) for remuneration payable in local currency, <math>I_t</math> is the relevant index for salaries in the Client's Country [i.e. (All India General index) Consumer Price index for industrial Workers [CPI(IW)] published by Ministry of Labor &amp; Employment], for the first month for which the adjustment is to have effect and, <math>I_{t_0}</math> is the official index for salaries in the Client's Country [i.e. (All India General index) Consumer Price index for industrial Workers [CPI(IW)] published by Ministry of Labor &amp; Employment], for the next month, after the Commencement of Services date.</p> |
| 41 [ Mode of billing and Payment]      | The Payment installments to the Consultants shall be based upon achievement of Key deliverables By the Consultant in terms of 'Payment Schedule' attached as Annexure-1 (Payment Schedule) to the TOR (Appendix-A) and subject to successful achievement of all the concerned Key deliverables specified therein the Payment schedule, in the specified Contract Currencies.   |
| 41.2.2 [Lump sum Installment Payments] |  |
| 41.2.1 [Advance Payment]               | After Commencement of Services by the Consultant, the Client shall Pay, on written Request by the Consultant, an interest free Advance payment of 5% of the accepted Contract Amount in the specified Contract Currencies, subject to the Consultant submitting an Advance Payment Bank Guarantee issued by an Indian Scheduled Bank in the format, issued as Appendix-D. The Advance payment Bank Guarantee shall be for the equivalent amount, in the relevant currencies and shall remain valid for an 18 month period subject to future extensions as & when required and notified by the Client, till such a time, the advance payment is fully recovered.  |
| 41.2.4 [                               | The accounts are<br>For foreign Currency –Account Details<br>For Local Currency-Account details  |
| 41.3                                   | <p>Add new sub clause 41.3;</p> <p>"In Case of 'Deficiencies in the Services' by the Consultant, as defined Vide SCC sub Clause 20.1. (i), Consultant shall pay Damages, to the Client.</p> <p>In the case of Deficiency of Services, Consultant shall pay an amount equivalent to 0.01% of the contract amount. The aforesaid Damages shall not exceed the maximum amount of 2.5% of Contract Price.</p>  |





|                                    |  |
|------------------------------------|--|
|                                    | <p>The intent to levy Damages shall be conveyed by the Client by way of Notice. Imposition of penalty will not restrict the other rights of client as provided in the contract for termination, arbitration etc.</p> <p>These Damages shall not relieve the Consultant from his / their Obligation to complete the Services or from any other duties/Obligation or responsibilities which the Consultant may have under this Consultancy Contract."</p>  |
| 42.1 Interest on delayed payments] | The interest rate is London Inter-Bank on lending Rate (LIBOR) plus 2% for foreign Currency and 8% for local currency.   |
| <b>H. Settlement of disputes</b>   |  |
| 45.1 [Dispute resolution]          | <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b> 1. Selection of Arbitrators. 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 <b>Secretary General of the international Centre for Settlement of Investment Dispute, Washington D.C.</b> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, 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, <b>Secretary General of the international Centre for Settlement of Investment Dispute, Washington D.C.</b> 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 <b>Secretary General of the international Centre for Settlement of Investment Dispute, Washington D.C.</b></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 <b>Secretary General of the international Centre for Settlement of Investment Dispute, Washington D.C.</b>, 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> |



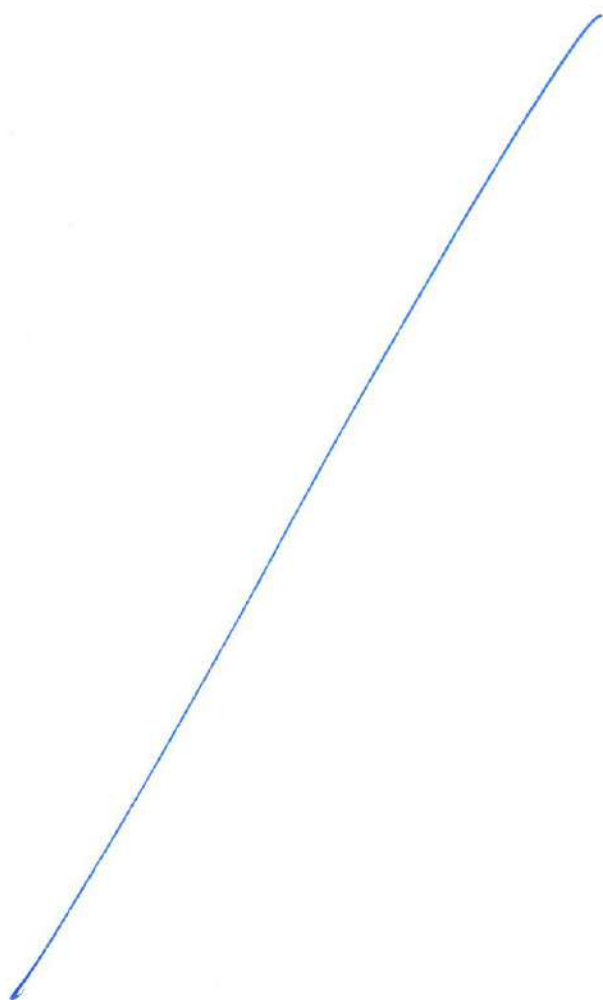
|  |  |
|--|--|
|  |  |
|  | <p><b>2. Rules of Procedure.</b> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the <b>Rules of Arbitration of International Chamber of commerce (ICC)</b>, as in force on the date of this Contract.</p> <p><b>3. Substitute Arbitrators.</b> 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><b>4. Nationality and Qualifications of Arbitrators.</b> 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 [If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause "home country" means any of:</p> <p>(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</p> <p>(b) the country in which the Consultant's [or any of their members" or Parties"] principal place of business is located; or;</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members" or Parties"] shareholders; or;</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract</p> |
|  | <p><b>5. Miscellaneous.</b></p> <p>In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <b>Singapore /Dubai</b>;</p> <p>(b) <b>English</b> language shall be the official language for all purposes; and</p> <p>(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.</p>  |



# V. APPENDICES







## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE with Annexure-1(Payment Schedule)

[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]

Annexure-1 (Payment Schedule), although provided, shall be finalized after Negotiation with the Highest ranked Consultant

### Annexure-1 to Terms of Reference (TOR-Appendix-A)

#### Payment Schedule

| KDs                    | Deliverables  | Required by<br>(Period from<br>Contract<br>Commencement i.e.<br>10 Days after the<br>contract<br>effectiveness date) | Installments of Payment<br>to Consultant<br>(% of Accepted Contract<br>Amount/Contract Price,<br>as the case may be) |
|------------------------|---|--|--|
| <b>Key Objective-1</b> |   |  |  |
| D-1                    | Submission <sup>1</sup> of an Inception Report with Consultancy Work Plan and detailed Programme –Consultancy Programme | 30 Days  | 2%   |
| D-2                    | Submission <sup>1</sup> of Report on organization design  | 03 months  | 2%   |
| D-2                    | On Boarding of CEO  | 03 months  | 2%   |
| D-3                    | On Boarding of theme heads  | 06 months  | 2%   |
| D-4                    | Development of HR policies  | 06 months  | 5%   |
| D-5                    | Development of Business policies  | 06 months  | 5%   |
| D-6                    | Submission <sup>1</sup> of report on Safety Management system of DFCCIL   |  | 2%   |
| D-7                    | Submission <sup>1</sup> report on Research Agenda   |  | 2%   |



| KDs                    | Deliverables  | Required by<br>(Period from<br>Contract<br>Commencement i.e.<br>10 Days after the<br>contract<br>effectiveness date) | Installments of Payment<br>to Consultant<br>(% of Accepted Contract<br>Amount/Contract Price,<br>as the case may be)   |
|------------------------|---|--|--|
| D-8                    | Preparation & submission <sup>1</sup> of Tender document for Procurement of Heavy Haul Equipment and software | 03 months  | 5%   |
| D-8.1                  | Finalization of Tenders (Award and Contract Agreement) for Procurement of Heavy Haul Equipment and software   | 06 months  | 5%   |
| D-8.2                  | Procurement of Heavy Haul Equipment and software  | 12 months  | 5%   |
| D-8.3                  | Commissioning of Heavy Haul Equipment and Software  | 16 months  | 2%   |
| D-9                    | Preparation & submission <sup>1</sup> of Tender document for Procurement of IT Infrastructure                 | 04 months  | 2%   |
| D-9.1                  | Finalization of Tenders (Award and Contract Agreement) for Procurement of IT Infrastructure-MMIS              | 08 months  | 2%   |
| D-9.2                  | Procurement of IT Infrastructure-MMIS   | 12 months  | 5%   |
| D-9.3                  | Commissioning of IT Infrastructure-MMIS   | 16 months  | 5%   |
| D-10                   | Submission <sup>1</sup> of Completion Report & Approval by Client   | Up to 18 Months  | 2%   |
| <b>Key Objective-2</b> |   |  |  |
| D -11                  | Support during Operational Phase  | From 18 months onwards   | 5% Every quarter total 09 Quarter = 45 % subject to successful implementation of operational Phase certified by Client |
| <b>Total</b>           |   |  | <b>100%</b>  |

1-Submission (of each of above cited documents) shall be complete only when, specifically approved by the Client.

**Note-I – Regarding Payment to Consultants [Ref-SCC Sub Clause 41 & 41.2.2]**

Subject to Total Payments under the contract not exceeding the Contract Price set forth in Sub Clause 38.1 except as subsequently revised subject to any Modifications or Variations made under written Agreement between the Parties [sub Clause 16.1] and duly consented by the Bank, the Payment to Consultant shall be released, in Installments, by the Client, upon the Consultant submitting a written Statement in triplicate, during the first week of the each ensuing month after the first Month of the commencement of Services, duly certifying in full detail, the Key deliverables, achieved during the preceding month along with cover invoice for the related lump sum Installment payment.

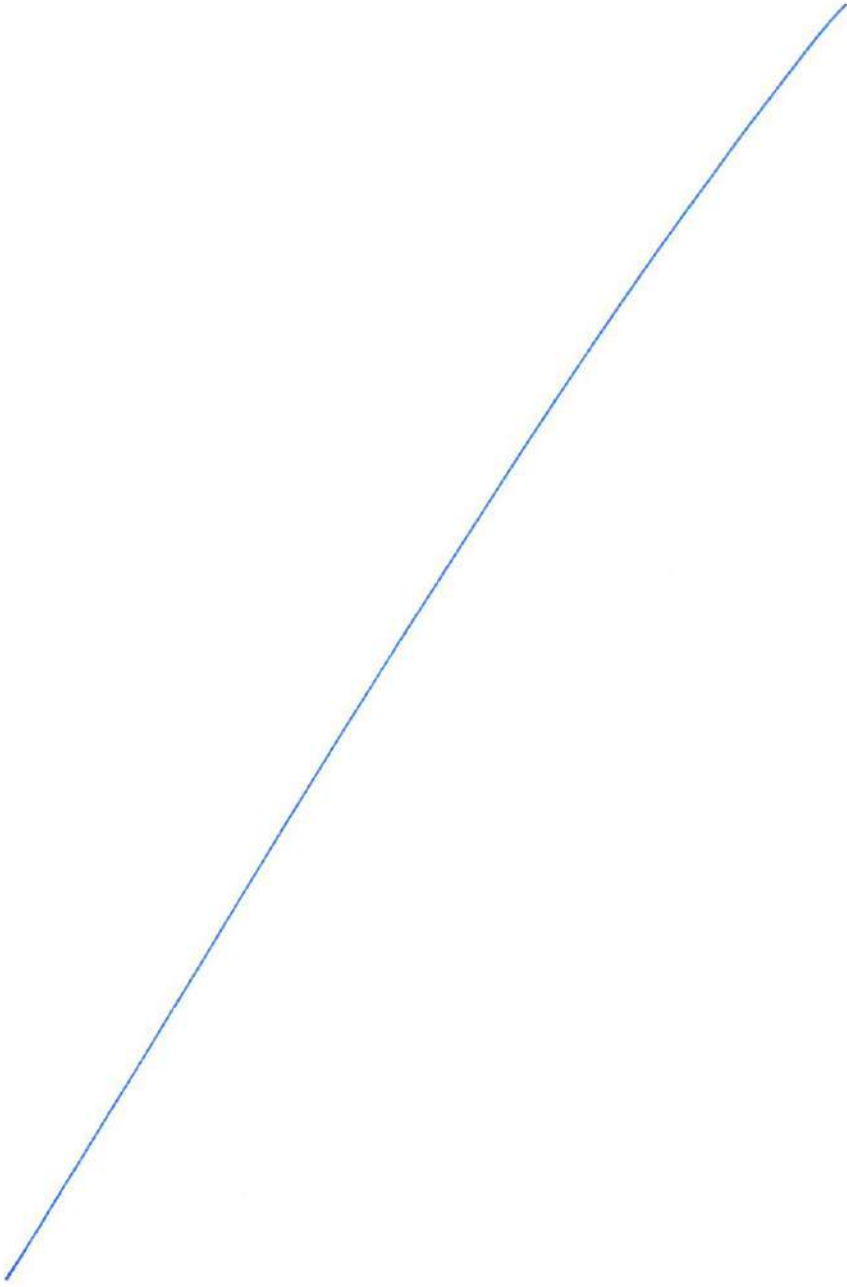
The Payment installments shall be based upon above Payment Schedule attached as Annexure-1 (Payment Schedule) to the TOR (Appendix-A) and subject to successful achievement of all the concerned Key deliverables specified therein the Payment schedule, in the specified Contract Currencies.





| KDs   | Deliverables | Required by<br>(Period from<br>Contract<br>Commencement i.e.<br>10 Days after the<br>contract<br>effectiveness date) | Installments of Payment<br>to Consultant<br>(% of Accepted Contract<br>Amount/Contract Price,<br>as the case may be) |
|---|--------------|--|--|
| <p>The Client shall make Payment to the Consultant, within a period not exceeding 60 days after the receipt of the deliverables and cover invoice for the related lump sum Installment payment to the Consultant, after due Client's scrutiny of the Consultant claim for Payment &amp; verification of the Key deliverables stated to be achieved.</p> <p>As mentioned above, Consultant, during the first week of each ensuing month after the first Month after the commencement of services, shall submit a monthly statement. Consultant shall submit such statement even in case the payable , in terms of this contract, to the Consultant comes to Nil entitlement in which Case, the Consultant shall submit a " Nil" statement.</p>   |              |  |  |
| <p><b>Note-II- Regarding Advance payment [Ref-SCC Sub Clause 41.2.1]</b></p> <p>The total Advance Payment shall be recovered by the Client, in 14 equal installments, spread across a period not exceeding 16 months, after the Commencement of Services, from the amount payable to the Consultant.</p> <p>In Case, the amount of Recovery installment in a particular Currency is less than the amount payable in that currency to the Consultant, the Client shall recover the equivalent amount from the other available Currencies including Local Currency (INR) [Exchange rate corresponding to the date on which, the Consultant submits the Statement for Payment, Source of Exchange rate –Financial Bench Marks India Pvt. Ltd. (FIBL)].</p> <p>In Case, Due to amount Payable to the consultant being inadequate, it is not possible to recover the advance payment in 14 Installments spread over 16 months after the commencement of Services, Client shall impose interest @ 8 % per annum on the Balance amount remaining to be recovered and for the remaining period till such time the Advance Payment is fully recovered. The aforesaid interest shall be recovered in addition to the Balance amount from the Payable to the Consultant.</p> |              |  |  |





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## 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.]*

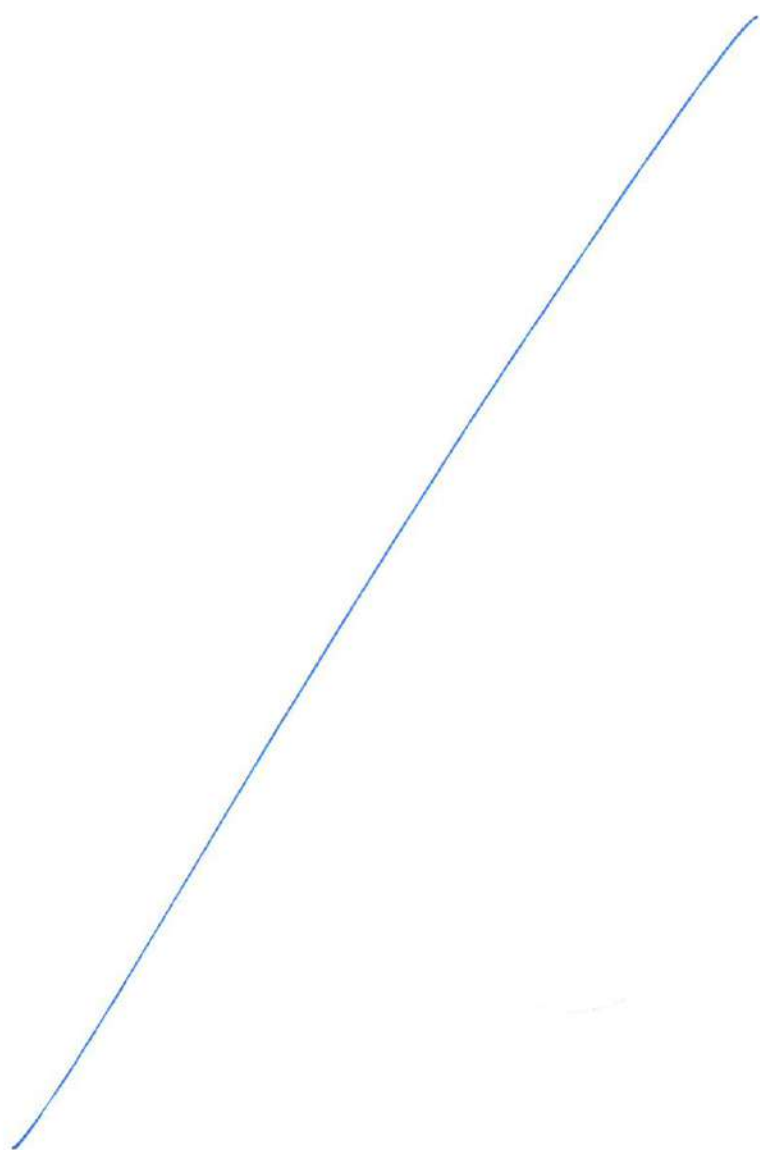
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## APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[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.]*







## APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

### Bank Guarantee for Advance Payment

\_\_\_\_\_  
[Bank's Name, and Address of Issuing Branch or Office] **Beneficiary:**  
\_\_\_\_\_  
[Name and Address of Client] **Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ We have been informed that \_\_\_\_\_ [name of Consultant or a name of the Joint Venture, same as appears on the signed Contract] (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

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

At the request of the Consultant, we \_\_\_\_\_ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [currency wise amount in figures] ( ) [currency wise amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant are in breach of their obligation under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the <sup>4</sup>payment certificate indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, 2\_\_\_\_, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final.*

\_\_\_\_\_  
i  
\_\_\_\_\_

<sup>4</sup>The Guarantor shall insert an amount representing the amount of the advance payment and denominated in the currency (ies) of the Advance Payment as specified in the Contract.

[The Consultant should note that in the event of Client submitting a request, prior to the expiration date established in the guarantee, in writing for an extension of the BG to the Consultant. The Consultant shall be under obligation to extend this guarantee for a period commensurate with the requirements of GC Sub-Clause 41.2.1 [Advance Payment].



