



**TECHNO-ECONOMIC FEASIBILITY STUDY WITH DETAILED
PROJECT REPORT FOR MULTIMODAL LOGISTICS PARK AT
KANPUR (UTTAR PRADESH) ALONG THE EASTERN DEDICATED
FREIGHT CORRIDOR**



REQUEST FOR PROPOSAL

DOCUMENT

डेडीकेटेड फ्रेट कोरीडोर कॉर्पोरेशन

ISSUED BY:

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED,
5TH FLOOR, PRAGATI MAIDAN METRO STATION COMPLEX
NEW DELHI 110 001
INDIA**

NO. HQ/OP & BD/MMLP/RFP/KANPUR

DATE: 31/12/2010

TABLE OF CONTENTS

0. DISCLAIMER.....	4
1. LETTER OF INVITATION.....	5
2. TERMS OF REFERENCE.....	9
2.1 BACKGROUND.....	9
2.2 SCOPE OF WORK	10
2.2.1 The key objectives in developing the MMLPs	10
2.2.2 Approach & Methodology for the study	10
2.2.2.1 Assessment of market potential and demand assessment	10
2.2.2.2 Market Surveys	11
2.2.2.3 Market (hinterland) for the MMLPs	12
2.2.2.4 Facilities at MMLPs	13
2.2.2.5 Site Development Cost	14
2.2.2.6 Evaluation of Financial Flows	14
2.2.2.7 Statutory and Administrative Clearances	15
2.2.3 Output and deliverables:	15
2.2.4 Detailed Terms of Reference (TOR) with respect to the required study ..	15
2.3 Deliverables and Payment schedule	18
2.4 Team Composition	19
2.5 It is desired that bidders have a full fledged office in the NCR region	20
3. INSTRUCTIONS TO APPLICANTS	21
3.1 General	21
3.2 Conflict of Interest	21
3.3 Fraud and Corruption	22
3.4 Bid Security	22
3.5 Number of Applications	23
3.6 Proposal Validity	23
3.7 Enquiries and clarifications	23
3.8 Submission of Proposal	24
3.8.1 Outer Cover	24
3.8.2 Cover-1 Bid Security	25
3.8.3 Cover-2 Technical Proposal	25
3.8.4 Cover-3 Financial Proposal	25
3.9 Last Date of Submission	25
3.10 Bid Opening	26
3.11 Preparation of Proposal	26
3.11.1 Technical Proposal	26
3.11.2 Financial Proposal	27
3.12 Other Instructions	28
4. EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS.....	30
4.1 Objective of the Assessment	30
4.2 Evaluation of Technical Proposal	30
4.2.1 Responsiveness and completeness.....	30
4.2.2 General Rule applicable for evaluation	30
4.2.3 Minimum qualification requirement – Technical Proposal	30
4.2.3.1 Minimum Qualifications for expert positions.....	31
4.2.4 Evaluation Criteria for Technical Proposal	32

4.3	Evaluation of Financial Proposal	33
4.4	Negotiations and Award of Consultancy	34
4.5	Execution of Agreement	34
4.6	Commencement of Assignment	34
5.	GENERAL CONDITIONS OF CONSULTANT	34
5.1	Changes in Personnel	34
5.2	Abandonment, Suspension or Termination	35
5.2.1	By Notice of client	35
5.2.2	By Notice of the Consultant	35
5.3	Rights and Liabilities of the Parties	36
5.4	Payment to the Consultant	36
5.5	Time for Payment	36
5.6	Currency of Payment	36
5.7	Disputed Invoices	36
5.8	Language and Law	36
5.9	Assignment and Sub-Contracts	36
5.10	Copyright	36
5.11	Conflict of interest	37
5.12	Notices	37
5.13	Publication	37
5.14	Claims for Loss and Damage	37
5.15	Taxes and Duties	37
5.16	Force Majeure	38
6.	Settlement of Disputes	38
6.1	Amicable Settlement	38
6.2	Dispute Resolution	39
6.3	Conciliation	39
6.4	Arbitration	39
7.	TECH-1 Format of the Covering Letter	41
8.	TECH-2 Summary of Experience	42
9.	TECH-3 General & Overall Experience of the Firm	43
10.	TECH-4 Experience in similar and related studies	44
11.	TECH-5 Description of Approach, Methodology and Work Plan for performing the Assignment	45
12.	TECH-6 Team Composition and Task Assignment	46
13.	TECH-7 Curriculum Vitae (CV) for proposed professional Staff	47
14.	TECH-8 Annual Turnover of the Firms for the last Five years	49
15.	TECH-9 Design, Financial and Implementation Experience	50
16.	TECH-10 Format for Power of Attorney	51
17.	FIN-1 Financial Proposal Submission Form	52
18.	FIN-2 Remuneration	53
19.	A-1: Consultant Service Contract Agreement	54

DISCLAIMER

1. Though adequate care has been taken in the preparation of this RFP Document, the Consultant Firm should satisfy itself that the Document is complete in all respects. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in Section 3.8 it shall be deemed that the RFP Document is complete in all respects and Consultant Firm is satisfied that the RFP Document is complete in all respects.
2. Neither DFCCIL, MOR nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP Document and it is not possible for DFCCIL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Certain prospective Consultant Firms may have a better knowledge of the Assignment than others. Each prospective Consultant Firm should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP Document and obtain independent advice from appropriate sources.
3. Neither DFCCIL, MOR nor their employees nor their consultants will have any liability to any prospective Consultant Firm or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of DFCCIL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment.
4. DFCCIL reserves the right to reject any or all of the Applications submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. DFCCIL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Application.
5. DFCCIL reserves the right to change/ modify/amend any or all of the provisions of this RFP Document. Such changes shall be notified to all Applicants by DFCCIL.

LETTER OF INVITATION

NO: HQ/OP & BD/MMLP/ KANPUR/RFP/Pt.7

December 31, 2010

Dear Sir/Madam

SUB:- Techno-economic feasibility study with Detailed Project Report (DPR) of Multimodal logistics parks at Kanpur (Uttar Pradesh) along the Eastern Corridor of Dedicated Freight Corridor.

Ref. your application/letter No. _____ dated:

In response to Notice of Request for Proposal published in newspapers on 15th December 2010.

1. A Copy of the RFP document in one volume is enclosed herewith.
2. The RFP document include the following documents:

(a) Section 1	Letter of Invitation
(b) Section 2	Information to Applicants,
(c) Section 3	Terms of Reference,
(d) Section 4	Instructions to Applicants;
(e) Section 5	Settlements of disputes
(f) Section 6	TECH 1 to TECH -10
(g) Section 7	FIN-1 Financial Proposal submission form
(h) Section 8	FIN-2 Remuneration
(i) Section 9	Consultant Service Contract Agreement

3. Kindly acknowledge receipt.

Yours faithfully

Encl.:- RFP Document.

(V. K. Pandey)
Dy. General Manager (Business Development)
DFCCIL, New Delhi

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

REQUEST FOR PROPOSALS

1. Dedicated Freight Corridor Corporation of India Limited (DFCCIL) invites sealed proposals on single stage two packet system, from experienced and reputed Consultants for **“Techno-economic feasibility study with Detailed Project Report (DPR) of Multimodal logistics parks at Kanpur (Uttar Pradesh) along the Eastern Corridor of Dedicated Freight Corridor”**.
2. **The Scope of Work and Terms of Reference** is provided in Chapter 2. Applicants are invited to submit their technical and financial proposals, in response to this Request for Proposal (RFP) Document issued by DFCCIL.
3. **RFP Documents:** The interested Consultants may obtain further information from the ‘Request for Proposal Documents (RFP)’ which can be obtained between 10:00 hrs and 17:00 hrs on all working days from 31st December 2010 to 22nd February 2011 in person from the DFCCIL office at the address given in paragraph 8 below, on payment of non-refundable document fee of Rs. 5,000/- (Rupees Five thousand only) in the form of Demand draft in favour of **‘Dedicated Freight Corridor Corporation of India Limited’** payable at **New Delhi**.
4. **Bidding document** can also be downloaded from DFCCIL website www.dfccil.org and the bids can be submitted on the downloaded document along with a separate Demand Draft towards the cost of bidding documents at the time of tendering in a separate envelope marked **‘Cost of bidding Documents’** failing which the offer will be summarily rejected.
5. **BID Security:** The proposal must be accompanied by Bid Security of INR 3.0 Lacs in the form of Bank Demand Draft drawn on any Scheduled Bank in India. BID Security may be also in the form of Bank Guarantee drawn on Scheduled/Nationalised Bank in India.
6. **Receipt of Proposals:** Sealed proposals should reach DFCCIL in the address given in Para 8 below not later than 15:00 hrs on 28th February 2011. BIDs will be opened on the same day at 15:30 hrs in presence of Consultant’s representatives who choose to attend. For this an authority letter of the firm is required. DFCCIL will not be responsible for any delay in receiving the RFP documents by the Consultant or in receipt of their proposals. DFCCIL reserves the right to accept/reject any or all proposals without assigning any reason thereof.
7. The Consultancy firms will be selected based on fulfilling the eligibility criteria detailed in the RFP document along with Quality and Cost Based Selection System.

In the overall evaluation of the proposal technical score will be assigned 70% Weightage and the financial score a Weightage of 30%.

8. **Address for Communication:**

Dy. General Manager (Business Development),
Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Complex,
New Delhi - 110 001 India
Phone: +91-11-23454828, Fax: +91-11-23454701

9. **Pre-Bid Meeting:-** A pre bid meeting shall be organised with the applicants in order to respond to any queries, this meeting shall be organised on **1st February 2011**, at 11:00 Hrs, in the Corporate office of Dedicated Freight Corridor Corporation of India Limited, 5th Floor, Pragati Maidan Metro Station Complex, New Delhi - 110 001. The Applicants can also submit their queries in writing to the designated officials of DFCCIL **before 17.00 hrs of 25th January 2011.**

**Dy. General Manager (Business Development),
Dedicated Freight Corridor Corporation of India Limited,**

इंडियन डेडिकेटेड फ्रीट कोरीडोर कॉर्पोरेशन

1. INTRODUCTION

- 1.1. Dedicated Freight Corridor Corporation of India (DFCCIL) is a Special Purpose Vehicle set up under the administrative control of Ministry of Railways to undertake planning & development, mobilization of financial resources and construction, maintenance and operation of the Dedicated Freight Corridors. DFCCIL was incorporated in October 2006 under Indian Companies Act 1956.
- 1.2. The plan to construct dedicated freight corridors across the country marks a strategic inflexion point in the history of Indian Railways that has essentially run mixed traffic across its network. Once completed, the dedicated freight corridors will enable Indian Railways to improve its customer orientation and meet market needs more effectively. Creation of rail infrastructure on such a scale - unprecedented in independent India – is also expected to drive the establishment of industrial corridors and logistic parks along its alignment.
- 1.3 In the first phase, DFCCIL has planned to construct two corridors covering about 3,313 route kms at an approximate cost of Rs. 46,561 crore on two corridors; Eastern Corridor from Ludhiana (Punjab) to Dankuni (West Bengal); and Western Corridor from Jawaharlal Nehru Port, Mumbai to Tughlakabad/Dadri near Delhi along with inter-linking of the two at Dadari. The Eastern Corridor, starting from Ludhiana in Punjab will pass through the states of Haryana, Uttar Pradesh and terminate at Son Nagar in Bihar (which could subsequently be extended to the proposed Deep Sea Port in Kolkata area in West Bengal). The Western Corridor will traverse the distance from Dadri to Mumbai, passing through the states of Delhi, Haryana, Rajasthan, Gujarat and Maharashtra. The proposal entails construction of double-track railway lines capable of handling heavier (25 ton axle load and higher) / longer trains and also double-stack containers.
- 1.4. Dedicated Freight Corridor Corporation of India Limited (DFCCIL), an enterprise of the Government of India, has decided to award consultancy for preparation of Detailed Project Reports for setting up of Multimodal Logistics Parks (MMLPs) at **Kanpur (Uttar Pradesh) along the Eastern DFC.**
- 1.5. A two stage selection process is being followed to select preferred Applicant for the Project Consultancy Services.

RFP Stage: DFCCIL invites Request for Proposal (RFP) through Open Tender for Techno-economic feasibility study with Detailed Project Report (DPR) of Multimodal logistics parks at Kanpur (Uttar Pradesh) along the Eastern Corridor of Dedicated Freight Corridor. The terms of reference are provided in Chapter 2. Applicants are invited to submit their technical and financial proposals, in response to this Request for Proposal (RFP) Document that is issued by DFCCIL.

2. TERMS OF REFERENCE

2.1 BACKGROUND

The Indian Railways' quadrilateral linking the four metropolitan cities of Delhi, Mumbai, Chennai and Howrah referred to as the Golden Quadrilateral and its two diagonals (Delhi-Chennai and Mumbai-Howrah), adding up to a total route length of 10,100 km, constitute the central nervous system of the Indian Railways' 63,465 km network. Quite appropriately, these routes annually carry more than 3000 million passengers and about 55% of about 835 million tonnes of revenue earning freight traffic transported by IR. What is equally important is that these routes serve the core sectors of the Indian economy by carrying raw materials to the plants and finished products to centres of foreign trade.

Ministry of Railways (MOR) has planned to construct a new Dedicated Freight Corridor (DFC) covering about 3,313 route kms at an approximate cost of Rs. 46,561 crore on two corridors; Eastern Corridor from Ludhiana to Dankuni, and Western Corridor from Jawaharlal Nehru Port, Mumbai to Tughlakabad/Dadri near Delhi along with inter-linking of the two at Dadari. The proposal entails construction of double-track railway lines capable of handling heavier (25 ton axle load and higher) / longer trains and also double-stack containers.

In terms of line capacities, the two corridors under consideration are planned as:

Western Corridor: A double line electrified Dedicated Freight Corridor (DFC) from JNPT to Dadri via Vasai road, Vadodara, Palanpur, Rewari and Pirthala (TKD) with a total route length of 1483 kms

Eastern Corridor: A Dedicated Freight Corridor (DFC) of 551 Kms. Between Dankuni to Sonnagar and 1279 kms between Sonnagar to Ludhiana (Dhandarikalan) consisting of two distinct portions:

An electrified double line segment between Dankuni to Sonnagar & Sonnagar to Dadri.

An electrified single line section from Khurja to Ludhiana (Dhandarikalan) via Saharanpur.

The SPV formed for the implementation of the project is the Dedicated Freight Corridor Corporation of India Limited (hereinafter referred to as the "DFCCIL"), set up under the The Companies Act, 1956. To help the applicants better appreciate the context of the DFC project, the objectives of the DFCCIL, as defined in the company's Memorandum of Association are presented in Annexure A.2.

2.2 SCOPE OF WORK

2.2.1 The key objectives of studies are:

- i. Evaluation of locations/sites identified for setting up MMLP in terms of available land area, additional land required if any, rail connectivity and locational advantages particularly its ability to attract/generate sufficient traffic volumes on sustainable basis.
- ii. Assessment of the likely investment in developing the project as well as the revenues expected from the proposed MMLP.
- iii. Development of alternate Business models for concessioning out the site under PPP mode. The concessionaire will be required to develop the site equipped with various technology and infrastructure for value added services, intermodal movement of traffic and terminal management.
- iv. Analysis of existing infrastructure and identification of Areas of Improvement.
- v. Analysis of availability of support infrastructure facilities to the site like Power Supply, Road, Water Supply and Sewerage System, Transportation Linkages.

2.2.2 APPROACH & METHODOLOGY FOR THE DETAILED PROJECT REPORT

2.2.2.1 Assessment of market potential and demand assessment

Any potential facility catering to cargo movement thrives on the amount of cargo it can handle and the cargo that it can attract from its hinterland. A detailed potential assessment of containersied, non-containersied, bulk and break-bulk cargo from the hinterland has to be carried out to arrive at the potential market for the proposed facility.

The components and objectives of cargo potential assessment include:

- Study of the present regional economic development
- Assessing the potential of industrial development in the study region for next 25 years.
- Assessing the competition/synergies arising out of existing ICDs/CFSs/Logistics Parks in the country (including LPs that are in the process of being set up)

- Establishing the hinterland of the MMLPs
- Identifying existing logistics chains between the hinterland and identified gateway ports (whether for markets along the DFC or the Western Ports for export)
- Assessing the cargo potential of the proposed MMLP

2.2.2.2 Market Surveys

To establish the cargo demand for the MMLP, a number of surveys have to be carried:

1. Classified traffic volume survey
2. Origin-destination survey
3. Retail market survey
4. Freight forwarders' survey

Classified traffic volume surveys conducted at the gateway ports (domestic retail markets and sea ports) are intended to capture the total traffic from the hinterland to the selected gateway ports. Industrial survey is to be conducted on sample basis in the hinterland. Besides these end-users, various intermediary players also facilitate cargo movement. (Eliciting information from these intermediary players is vital in establishing the entire logistic chain of the cargo movement.) Hence, selected ICDs / CFSs in the hinterland have also to be surveyed.

- (i) Preferences of end users on the locations (survey of the truck owners, dealers, distributors, ware-house operators etc)
- (ii) Willingness for Development (Survey of truck owners, dealers, distributors, wholesale and retail traders, commercial office spaces, warehouses, fuel stations, lodging and boarding facilities etc) mainly on following issues.
 - (a) Location sensitivity range
 - (b) Price sensitivity range
 - (c) Product sensitivity range
 - (d) Time sensitivity range.
- (iii) Study of Master Plans of Government of UP Kanpur Industrial Area, namely BIG 2020 and specific provisions of transportation and logistics infrastructure

- (iv) Strength, weakness, opportunities and Threats (SWOT) analysis for site location based on logistics economics, labour & productivity advantages, supply chain assessment, storage procedures and customs.

2.2.2.3 Market (hinterland) for the MMLPs:

In order to identify the hinterland, the geographical area of the hinterland has to be classified into different homogenous traffic zones based on economic importance and connectivity. Traffic zones have to be demarcated considering multiple parameters of industrial clusters, ICDs and CFSs. Too many competing hubs may result in sub-optimization of services; hence a break-even point for deciding on the optimal hinterland-hub radius should be determined for each hub. Out of the total commodity flow between traffic zones of the study hinterland share of rail and road transport would also be ascertained

The hinterland of the proposed MMLP has to be delineated as the area which has the potential of sending its cargo to the MMLP. For the identified traffic zones, a Distance Advantage Matrix must be prepared with respect to the identified gateway ports under the categories 'with' and 'without' MMLP location.

The hinterland for the proposed MMLP has to be delineated based on the distance considerations from the proposed facility which would provide an indication of the probable diversions to the proposed facility. Based on international best practices, competitive facilities have to be identified as follows:

- i. Rail-linked ICDs in the hinterland
- ii. Assessment of existing cargo movement trend, so as to clearly segregate between MMLP and satellite ICDs
- iii. Demarcating ICDs that handle at least 5000 TEUs of cargo traffic/annum and have a minimum of 25% level of utilization in the region
- iv. Demarcation of warehouses within a radius of 100 kms of the proposed location

The overall hinterland may contain many ICDs that are likely to compete with the proposed MMLPs. Therefore it would be worthwhile to identify the exclusive economic hinterland of the MMLP; comprising zones those would definitely send their cargo to the proposed facility, due to locational proximity. Alternatively, the ICDs can be integrated in the transportation chain of the MMLP.

As a competing facility, the development of the MMLPs vis-à-vis existing ICDs/CFS along the DFC would be crucial with reference to the following parameters:

- i. Inter-modal connectivity
- ii. Total costs involved in export/import of cargo
- iii. Dwell time of export/import containers
- iv. Repair facilities for containers
- v. Customs facilities available
- vi. Information Technology employed, including EDI
- vii. Type of handling equipment provided
- viii. Availability of Banks, Communication facilities, other administrative and support facilities
- ix. Availability of warehouses
- x. Availability of reefer points

2.2.2.4 Assessment of facilities at MMLPs:

A number of factors such as land configurations, quantum and type of traffic, operational, storage and handling requirements as well as services to be provided would generally influence the layout and scale of facilities to be developed at a MMLP. The perception of trade, user agencies and service providers are other important considerations to be kept in view while planning of these facilities. Likewise, creation of unit/block trainloads, specials carrying reefer/perishables, Ro-Ro trains/trailer on flat wagon and exim/domestic container trains. Based on such parameters, **conceptual layout plan** will be prepared for the facilities at MMLP as under:

- i. Rail connectivity with main line network/DFC and provision of reception and dispatch yard.
- ii. Specialised terminals for handling container and other freight trains e.i. container terminal with CFS, yard for stacking and storage of containers including area for reefer and liquid units.
- iii. Warehouses for temporary/long term storage for different type of cargo.
- iv. Specialised warehouses for liquid, reefer, perishable, high value, cargo, etc, to extent applicable.
- v. Open area/covered space for bulk cargo.

- vi. Inter-modal transfer arrangements/facilities.
- vii. Internal roads and circulating area for movement of road vehicles and equipment.
- viii. Entry and exit points/arrangements and boundary wall.
- ix. Administrative/service buildings for terminal operator, Customs and other offices e.g. services providers, user agencies, distributors, etc.
- x. Space and infrastructure for providing value addition services like palletization/unitization, packing/repacking, assembly/disassembly, light manufacturing, pre-shipment inspection, sorting/grading facilities, repair of damage units, quality control, distribution, etc.
- xi. Ancillary facilities like workshop(s) for maintenance of equipment, containers, road vehicles and weighbridge.
- xii. Truck/road vehicles parking area,
- xiii. Public utilities/conveniences e.g. medical aid centers, banks, food courts, rest rooms, fueling, space for wholesale outlets, etc.
- xiv. Communication facilities and linkage with freight information network.
- xv. Identification of handling equipment.

The Consultants shall present a phased plan for development of facilities i.e. facilities to be provided at the commencement stage and in subsequent years as the demand builds up.

2.2.2.5 Site Development Cost:

Broad cost estimates for developing the proposed MMLP encompassing land, for development of the site, shifting of utilities etc as well as providing infrastructure for other facilities/services shall be worked out on prevailing market rates and unit costs available for different items. The cost of land shall be arrived at in consultation with State/local authorities. In addition, clearances required from various agencies for acquisition of land, would be indicated.

Development of alternate Business models for concessioning out the site under PPP mode. The concessionaire will be required to develop the site equipped with various technology and infrastructure for value added services, intermodal movement of traffic and terminal .

2.2.2.6 Evaluation of Financial Flows:

The likely revenues to the concessionaires and the annual operations and maintenance cost shall be determined for the entire project period. The revenue generation from activities such as terminal services, rentals, transportation, warehousing and other value added service, etc. shall be assessed on yearly basis. Similarly, the operation and maintenance cost of providing the services and maintenance of infrastructure including handling equipment and transport fleet would be calculated to assess the annual recurring expenses of the proposed logistics park.

2.2.2.7 Statutory and Administrative Clearances:

The necessary statutory/administrative clearances required for setting up MMLP from different agencies like Customs, Environmental authorities, centre/state government and its bodies etc. shall also be identified and listed.

2.2.3 Output and deliverables:

The Consultants shall provide outputs and deliverables as specified in **section 2.3**, in a form and manner acceptable to DFCCIL. Toward this end the Consultants shall perform the following activities:

2.2.4. Detailed Terms of Reference (TOR) with respect to the required DPR on Multimodal Logistics Park at Kanpur (Uttar Pradesh) are as under:-

- i. Select suitable site or examine suitability of the identified site keeping in view the adequacy of land available for setting up the proposed rail linked Multimodal Freight Logistics Parks (MMLPs).
- ii. Assess the quantum and nature of the present day inward and outward cargo flows (commodity wise) by rail, road and air. This would include generation of road origin-destination flows moving through major inlet and outlet routes [NHs and SHs] connecting the area of influence of the project.
- iii. Make commodity and category-wise projections of traffic likely to be handled at the facility for the next 30 years and assessment of its prospects beyond that period.
- iv. Determine a suitable take-off point from the existing railway network or the DFC for providing rail connectivity to the MMLP including modifications/additions required in the rail facilities at the junction station and OHE and S&T arrangements.
- v. Work out various revenue streams for the MMLPs based on the projected level of traffic, Terminal Handling Charges, various value addition activities recommended in the different warehouses within the MMLPs and any other source.

- vi. Based on detailed survey prepare a conceptual layout plan for the proposed facility taking into consideration engineering standards adopted for construction of various facilities. General arrangement drawings would need to be prepared for such facilities.
- vii. Examine the relevant rail and road transport logistics issues related with the project and prepare a terminal operations plan for the smooth and efficient functioning of the facility. The envisaged IT support to be fully integrated with operations within and outside the MMLPs needs to be incorporated.
- viii. Suggest different institutional mechanisms for setting up and running/managing the logistics park and based on merits-demerits of each, recommend the best possible institutional mechanism for each MMLP based on relevant details specific to each one of them.

(a) Determining Project Revenues: - Consultant should conduct the market survey for Real Estate and other Commercial utilities being provided in to the Project, which will help in developing an acceptable Revenue Schedule for all commercial spaces. The demand derived from the demand estimation studies and the Revenue Schedule will help establish the revenues to the Project. The revenue streams shall be in form of lease rental, parking fees, advertisement revenues etc. handling of cargo.

(b) Developing Baseline Financial Projections:- Consultant should undertake a detailed financial assessment of the Project and generate detailed financial projections through the life of the concession. Consultant should construct a "Detailed Financials" to determine the expected cash flows of the Project – and subsequently to assess their sensitivity to various scenarios. The financials shall help to determine the most appropriate format for implementation. This exercise will generate the baseline projections for use by the prospective Operators.

(c) Developing a Business Plan:- The detailed "Business Plan" will include details on revenue and service pricing, operating cost structure and capital expenditure. Further, it will recommend the optimal financial structure for the Project. The plan will also outline the steps necessary to mobilize funds from capital markets, domestic financial institutions, banks etc.

(d) Project Scoping:- Based on the financial viability of the Project, consultant should assess the need for expanding the project scope to increase revenues. If found necessary, consultant should explore additional avenues such as franchising the land, advertising and other value added services.

(e) Review of the Regulatory Framework: The review of Regulatory Framework is an essential pre-requisite to the successful implementation of the Project. Consultant should outline the existing regulation and indicate the need for changes, if any.

(f) Risk Assessment, Allocation and Mitigation Plan:- Commercialization of public infrastructure requires mapping of risks relating to Project Implementation, Financing and Operations. Based on this risk assessment consultant should establish a "Risk Allocation and Mitigation Plan". This plan will provide a transparent and an equitable basis for assigning and mitigation of risks associated with the implementation of the Project.

(g) Control regulations to ensure proper & efficient vehicular circulation and hence address potential traffic chaos.

- ix. Prepare a summary of the proposed works, stages of project implementation activities with particular reference to critical areas of work and the Consultants recommendations with regard to different aspect of the project.
- x. Deliberate various service providers/regulatory bodies/Government Agencies role in setting up of the MMLPs along with necessary statutory provisions and recommend ways for smooth functioning of the MMLP as a single window facilitation location.
- xi. Identify prospective investors/agencies which may participate in the proposed MMLP project(s)
- xii. Keeping in view that the project is to be structured on Public-Private partnership (PPP) model, work out Cash Flow statement and the financial viability of the project along with Sensitivity Analysis based on the revenue stream and cost of setting up such logistics park.
- xiii. Detailed Project Report containing the following:-
 - (a) Sector background context & broad project rational
 - (b) Project definition, concept and scope,

- (c) Project cost
- (d) Project institution framework
- (e) Project financial structuring
- (f) Project phasing
- (g) Project O&M framework and planning
- (h) Project financial viability/sustainability
- (i) Project benefits assessments.
- (j) Alternative Business models for exploring the MMLP sites for benefit of DFCCIL/MOR.

2.3 DELIVERABLES AND PAYMENT SCHEDULE

- i. The Consultants shall submit 5 hard copies and 1 computer diskette of all reports and presentations, in English.
- ii. A Man power shall be provided by the Consultant in DFCCIL office for Secretarial Assistance for co-ordination of work till finalisation of report. In this regard an undertaking shall be submitted by the consultant at the time of submission of Technical Proposal. In absence of this undertaking the offer would be summarily rejected.
- iii. **Submission of Inception report with in 14 days from signing of agreement.** Inception report should include the work plan, including key activities to be taken, experts to be deployed, material deviations, if any, from the technical proposal, schedule of periodic review meetings/presentations with the client, schedule of submission of periodic reports, interim reports and final report, etc.
- iv. Submission of interim report with in a period of 90 days from the date of approval of Inception Report.
- v. Submission of Draft Report with in a period of 150 days (covering entire scope of work) from the date of approval of Inception Report.
- vi. Submission of Final Report with in a period of 30 days from the date of issue of comments on Draft report in writing by DFCCIL.
- vii. The Consultants shall submit the following deliverables as per the following schedule. The Key Dates and payment schedule, as percentage of the Agreement Value, linked to the specified deliverables are given below:

- viii. 90% of the payments for each milestone will be released within 30 days of the bill raised after submission of each KD report, while the balance 10% will be released after the approval of the respective KD report by DFCCIL.
- ix. *The consultant shall be paid on successful completion of the specified milestones. The payment schedule is presented below:-*

Key Date No.	Description of Deliverables	Due Date	Payment (% of total consulting fee)
KD-1	Inception Report	Within 14 days after signing of Agreement	10%
KD-2	Submission of Interim Report	Within a period of 90 days from the date of approval of Inception Report	30%
KD-3	Submission of Draft Report	Within a period of 150 days (Covering entire Scope of Work) from the date of signing of Agreement	30%
KD-4	Final Report	Within 30 days from the date of issue of comments on Draft Report in writing by DFCCIL	30%

2.4 TEAM COMPOSITION

All the prospective Consultants shall have sufficient qualified personnel, sub-consultants, and resources to accomplish all the services described herein within the prescribed time. The Consultant shall be capable of providing all necessary professional, technical, and expert services as required to complete all the elements of the Scope of Work.

The proposed project team should consist of the following minimum personnel:

Team Leader – Any Post Graduate with extensive experience and exposure in Logistics infrastructure Planning and Network design, establishing & evaluating multimodal linkages including rail/air etc. and must possess a minimum of 15 years experience, with increasing levels of responsibility

Industry Analyst (Market Expert), who should have extensive experience in market/industry sector analysis for similar development projects including demand supply (in freight & logistics) The Expert should have relevant professional qualification such as MBA or equivalent and must possess a minimum of 15 years experience, with increasing levels of responsibility.

Survey & Development of site specialist who should have extensive experience in engineering survey and design of facilities relating to integrated development projects like logistics parks, FTWZ, SEZ, Industrial Estates, rail freight terminals, etc. The Expert should have relevant professional qualification (a minimum of Masters in civil engineering) and must possess a minimum of 10 years experience, with increasing levels of responsibility.

Infrastructure Expert / Urban Planner who should have extensive experience in planning of integrated development projects like logistics parks, FTWZ, SEZ, Industrial Estates etc. The Expert should have relevant professional qualification (a minimum of Masters Degree in Civil Engineering or Masters in Urban Planning) and must possess a minimum of 10 years experience, with increasing levels of responsibility.

Social & Environment Expert, who should have extensive experience and have relevant professional qualification such as Master in Environmental Science or engineering or equivalent with experience in environmental impact assessment, resettlement and rehabilitation, environmental management plan and clean development mechanism and must possess a minimum of 5 years experience, with increasing levels of responsibility.

Financial Analyst, who should have extensive experience, in financial analysis and modeling, project structuring, risk assessment, project financing and transaction advisory experience in the infrastructure sector. The Expert should have CA /ICWA/ MBA (Finance)/ ICFA/ MA (Economics)/MBE and must possess a minimum of 10 years experience, with increasing levels of responsibility.

- 2.5 It is desired that bidders have a full fledged office in the NCR region. In case bidders do not have an existing office in NCR; they shall be required to set up a office in NCR for coordination of project activities with DFCCIL.

3. INSTRUCTIONS TO APPLICANT

3.1 GENERAL

1. DFCCIL invites Lump Sum Tenders for consultancy services for the Scope of Services brought out in Chapter 2.
2. The selection is based on Quality and Cost Based Selection (QCBS) method and further details on the evaluation process are specified in chapter 4.
3. The Short-listed Applicants, as specified under section 1.5, are invited to submit their Technical and Financial Proposal (in separate covers), as specified in section 3.9 for providing consulting services required for the assignment. The proposal shall be the basis for award of contract. Please refer to the subsequent sections for further details.

If the financial proposal is not submitted in a separate sealed envelop duly marked as “Financial Proposal” the offer would be summarily rejected.

4. In preparing their Proposals, Short-listed Applicants are expected to examine in detail the documents comprising this RFP Document. Material deficiencies in providing the information requested may result in rejection of an applicant.
5. The Short-listed Applicants are requested to submit the proposal and all their correspondence in English.
6. DFCCIL reserve the right to not select any or all of the applicant(s) without assigning any reason whatsoever.

3.2 CONFLICT OF INTEREST

1. It is expected that the Consultants shall provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client. Without limitation on the generality of the foregoing, Consultants, and any of their associates shall be considered to have a conflict of interest and shall not be engaged for the work under any of the circumstances set forth below:
 - a) If a Consultant combines the function of consulting with those of contracting and/or supply of equipment to the DFCCIL; or
 - b) If a Consultant is associated with or affiliated to a contractor or manufacturer of the DFCCIL; or
 - c) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants to the DFCCIL. The Consultant should include relevant information on such relationships along with a statement in the RFP Application covering letter to the effect that the Consultant will limit its role to that of a Consultant and disqualify itself and its associates from work, in any other capacity or any future project within the next two years that may emerge from this assignment (including bidding or any

- part of the future project). The contract with the Consultant selected to undertake this assignment will contain an appropriate provision to such effect; or
- d) If there is a conflict among consulting assignments, the Consultant (including its personnel and sub-consultants) and any subsidiaries or entities controlled by such Consultant shall not be recruited for the relevant assignment. The duties of the Consultant depend on the circumstances of each case. While continuity of consulting services may be appropriate in particular a situation if no conflict exists, a Consultant cannot be engaged to carry out an assignment that, by its nature, will result in conflict with another assignment of such Consultant. For example, a Consultant engaged to prepare engineering design for an infrastructure project shall not be recruited to prepare an independent environmental assessment for the same project; similarly, a Consultant assisting a client in privatization of public assets shall not purchase, nor advise purchasers of, such assets or a Consultant hired to prepare terms of reference for an assignment shall not be recruited for the assignment in question.

3.3 FRAUD AND CORRUPTION

1. It is expected that the consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy & for the purposes of this provision, definition of the terms set forth shall be as follows:
 - a) “corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practices among Applicants (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.
2. An Applicant’s submission or proposal will be rejected if it is determined that the Applicant being considered / recommended for award has engaged in corrupt or fraudulent practices in competing for the contract; and
3. The Applicant will be declared as a firm ineligible, either indefinitely or for a stated period of time, for award of Consultancy Contract if it, at any time, determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the said project.

3.4 BID SECURITY

A Bid Guarantee in the form of a Bank Guarantee or Demand Draft, from a scheduled Indian Bank in favour of ‘Dedicated Freight Corridor Corporation of India Limited’, payable at New Delhi, for the sum of **Rupees Three lakh only (Rs. 3,00,000.00)** will be required to be submitted by each Applicant.

The Bank Guarantee or Demand Draft in original shall be placed in an envelope and attached with the envelope containing the Technical proposal. Bids received without the appropriate Bid Security shall be summarily rejected.

DFCCIL shall not be liable to pay any interest on bid security deposits. Bid security of unsuccessful applicants will be returned, without any interest, as promptly as possible on acceptance of the proposal of the successful applicant or when the selection process is cancelled by DFCCIL.

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

- i). If any applicant withdraws its proposal during the period of its validity as specified in this RFP and as extended by the applicant from time to time, or
- ii). In the case of a successful applicant, if the applicant fails to sign the agreement within the specified time limit, and/or fails to submit the inception report within the specified time, or
- iii). If the applicant commits any breach of terms of this RFP or is found to have made a false representation to DFCCIL.

For the successful bidder the bid security will be retained by the DFCCIL till the finalization of Project Report. After selection of the successful applicant the bid security will serve as the performance guarantee/Security till the submission of the Finalization of Project Report.

3.5 NUMBER OF APPLICATIONS

Each Applicant shall submit only one (1) Application, in response to this RFP. Any Applicant, who submits or participates in more than one application, will be disqualified.

3.6 PROPOSAL VALIDITY

The Proposal including the Bid Security shall remain valid for acceptance by DFCCIL for a period of 180 days from the **last date of submission of proposals** as specified in section 3.7. In case of need DFCCIL may request the Applicants to extend the period of validity of their proposals on the same terms and conditions.

3.7 ENQUIRIES & CLARIFICATIONS

One pre bid meeting shall be organised with the applicants in order to respond to any queries, this meeting shall be organised on **1st February 2011**, at 11:00 Hrs, at the below mentioned address. The Applicants can also submit their queries in writing to the designated officials of DFCCIL **before 17.00 hrs of 25th January 2011**.

Enquiries, if any, can be addressed to:

Shri V. K. Pandey

Dy. General Manager (Business Development),
Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Complex, New Delhi - 110 001 India
Fax +91-11-23454635, Email: vkpandey@dfcc.co.in

All communication seeking clarifications pertaining to the RFP document, if any, should reach the designated official on or before **17.00 hrs of 25th January 2011**. Any communication received after the due date will not be entertained.

DFCCIL shall endeavor to clarify on the queries during the pre-bid meeting and in any case shall issue a written response and circulate to all Applicants, without identifying the party seeking the clarifications.

3.8 SUBMISSION OF PROPOSAL

The Short-listed Applicant shall submit its Proposal separately for each MMLP in the following covers:

- Cover 1 – Bid Security for KANPUR MMLP ;*
 - Cover 2 – Technical Proposal for KANPUR MMLP;*
 - Cover 3 – Financial Proposal for KANPUR MMLP; and*
 - Outer Cover – This shall contain the sealed Cover 1, 2 and 3.*
- Marked as separate each “Proposal for KANPUR MMLP”*

3.8.1 OUTER COVER

All parts of the Proposal (sealed Cover 1, sealed Cover 2 and sealed Cover 3) organised as above, shall be placed in a sealed outer envelope or a box, with the following inscription:

Outer Cover – Proposal for Techno-economic feasibility study with Detailed Project Report for Multimodal Logistics Parks at KANPUR.

Submitted by: _____ (name of Consultant Firm)

Submitted To: Shri V. K. Pandey,
Dy. General Manager (Business Development),
Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Complex,
New Delhi - 110 001 India
Phone: +91-11-23454828, Fax: +91-11-23454701

The Applicant can submit the Proposal by registered post/ courier or submit the same in person, so as to reach the designated address by the time and date stipulated. DFCCIL is not responsible for any delay in submission of the proposal. **Proposals cannot be received by DFCCIL after the deadline (AFTER CLOSING OF TENDER BOX).**

3.8.2 COVER 1 – BID SECURITY

The Short-listed Applicant shall place the **original** Bid Security as specified in 3.5 in this sealed cover, which shall be inscribed as under:

Cover - 1: – Bid Security

[Proposal for Techno-economic feasibility study with Detailed Project Report for Multimodal Logistics Park at KANPUR; for Dedicated Freight Corridor]

Submitted by: _____ (name of Consultant Firm)

3.8.3 COVER 2 – TECHNICAL PROPOSAL

The Short-listed Applicant shall place **one (1) original + three (3) copies + one (1) softcopy (in CD form)** of the Technical Proposal in a sealed envelope, which shall be inscribed as under:

Cover - 2: – Technical Proposal

[Proposal for Techno-economic feasibility study with Detailed Project Report for Multimodal Logistics Park at KANPUR; for Dedicated Freight Corridor]

Submitted by: _____ (name of Consultant Firm)

In the event of any discrepancy between the original and the copies of the Proposal, the contents of the 'Original' Technical Proposal shall prevail.

3.8.4 COVER 3 – FINANCIAL PROPOSAL

The Short-listed Applicant shall place **the original** Financial Proposal in a sealed envelope, which shall be inscribed as under:

Cover - 3: – Financial Proposal

[Proposal for Techno-economic feasibility study with Detailed Project Report for Multimodal Logistics Park at KANPUR; for Dedicated Freight Corridor]

Submitted by: _____ (name of Consultant Firm)

3.9 LAST DATE OF SUBMISSION

The Proposals must be received by DFCCIL not later than 15:00 hours of the **28th February 2011** at the following address:

Shri V. K. Pandey,
Dy. General Manager (Business Development),

Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Complex, New Delhi - 110 001 India

3.10 BID OPENING

1. Interested bidders may like to be present in DFCCIL office at the closing time of bid submission and witness the Bid Opening immediately thereafter. For this an authority letter is required. Bid will open at 15:30 hours. Only the main envelope will be opened and availability of Bid Security and amount will be checked.
2. All unopened financial proposals will, however, be kept in an envelope containing marked as 'Financial Proposals' and shall be sealed in front of the bidders.
3. The Applicants who successfully pass the Technical Proposal stage shall be notified in due course about the opening of the Financial Proposals and they may nominate their authorised representative to attend the financial proposal opening.
4. The other Applicants who have failed to secure the minimum marks in the Technical Proposal shall also be notified by DFCCIL subsequently.

3.11 PREPARATION OF PROPOSAL

3.11.1 Technical Proposal

In preparing the Technical Proposal, the Applicants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

Key factors to be considered

The following are expected of a bidder:-

1. The applicant firms should demonstrate experience and expertise in assisting Government / Government agencies in successfully developing commercio-legal documentation, capital structure & financing options and financial projections for large infrastructure projects, with particular reference to urban planning and infrastructure projects. The applicant must also reflect consultancy expertise in Logistics / Warehousing/ICDs/FTWZs/SEZs and contract management.
2. Experience cited by applying firm must be supported with documentary evidence. Experience will not be evaluated in absence of adequate supports.
3. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have had an extended and stable working relationship with it.
4. Proposed professional staff must, at a minimum, have the experience in the areas specific to this consultancy, and must preferably have worked under conditions similar to those prevailing in the instant situation.
5. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
6. After award of contract, the Client expects all of the proposed Key Personnel to be available during implementation of the contract. The Client will not consider substitutions during

contract implementation except under exceptional circumstances up to a maximum of 25 per cent of Key Personnel (considering equal weightage for each Key Personnel) and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of a Key Personnel would call for reduction of remuneration @ 20% of the remuneration agreed for the original Key Personnel.

7. The proposed staffs are expected to perform the services and key tasks assigned to them and confirm their time commitment to be deployed on the field. ***Please note that DFCCIL shall insist that the proposed key staff be deployed on field in the time and manner as proposed in the work plan and staffing schedule, and shall be available for all key client meetings***
8. Reports to be issued by the consultants as part of this assignment must be in English.
9. Technical Proposal shall not include any forms or information pertaining to the Financial Proposal, failing which such a proposal may be outright rejected.

Organisation of the Technical Proposal

The Technical Proposal shall be organised in the following manner:

No.	Description	Relevant Exhibit
1	Technical Proposal Submission Form	TECH-1
2	Summary of firm experience	TECH-2
3	General and overall experience of the firm	TECH-3
4	Experience – Similar and related Studies carried by applicant	TECH-4
5	Description of the Approach, Methodology and Work Plan	TECH-5
6	Team Composition and Task Assignments	TECH-6
7	Curriculum Vitae (CV) for Proposed Professional Staff	TECH-7
8	Annual turnover of the firms for the last three years	TECH-8
9	Power of Attorney that must be issued in favour of the “Authorised Signatory” for the consultant	TECH-9

3.11.2 FINANCIAL PROPOSAL

Key factors to be considered

1. In preparing the Financial Proposal, the Short-listed Applicants are expected to take into account the requirements and conditions outlined in the RFP documents.
2. The financial proposals should be unconditional, and in case of any attached conditionality the proposal will be deemed as non-responsive and hence would not be considered.
3. The Financial Proposal should be as per the format specified. It should include all costs associated with the assignment, including remuneration for staff (in the field and at headquarters) and other expenses.
4. The Financial Proposal should clearly estimate and specify, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Applicant. These charges would be paid on actuals but limited to this estimate of the bidder,

except where there is a revision of the rates or a fresh levy is imposed by the government after the bid opening date.

5. Applicants shall express the price of their services in Indian Rupees only.
6. The Client may require Professional Personnel to visit the Project/ Client's offices for further consultations or undertake desk work after the report has been accepted.
7. All payments shall be subject to deduction of tax at source in accordance with the provisions of the Indian Income Tax Act and any other applicable law.

Organisation of the Financial Proposal

The Financial Proposal shall be organised in the following manner:

No.	Description	Relevant Exhibit
1.	Financial Proposal Submission Form and Summary of Costs	FIN-1
2.	Breakdown of Remuneration	FIN-2

3.12 OTHER INSTRUCTIONS

1. Proposals that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP Document or those that do not contain the information as per the specified formats, may be considered non-responsive and may be liable for rejection.
2. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Proposal as non-responsive and such offers will be liable for rejection.
3. The Lead Member shall be the representative of the Consultant Firm and shall be responsible to DFCCIL for the fulfilment of all contractual obligations binding on the Consultant Firm.
4. All communication and information should be provided in writing and in English language only.
5. The metric system shall be followed for units.
6. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
7. No change in or supplementary information to a Proposal shall be accepted once submitted. However, DFCCIL reserves the right to seek additional information from the Consultant Firms, if found necessary, during the course of evaluation of the Proposal. In case of non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by DFCCIL, the Proposal would be evaluated solely on the basis of the available information.
8. The Consultant Firm (Applicant) should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Consultant Firm in its dealings with DFCCIL. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Consultant Firm, etc. The

Covering Letter submitted by the Applicant shall also be signed by the Authorised Signatory and also shall bear the stamp of the entity thereof.

9. For a Consultancy, no change in the membership, in responsibilities, or commitments of any Member, whose strengths have been considered for evaluation, shall be permitted after submission of the Proposal.
10. Consultant Firms are advised that their Proposals be completely devoid of any conditions, whatsoever.
11. DFCCIL reserves the right to reject any or all of the Proposals without assigning any reason whatsoever. DFCCIL also reserves the right to hold the process of selection or withdraw the process or shorten or enlarge the scope of work or modify or amend the terms of reference at any time till the process is finalised duly informing all the Short-listed Applicants.
12. DFCCIL reserves the right to vet and verify any or all information submitted by the Consultant Firms.
13. If any claim made or information provided by the Consultant Firm in the Proposal or any information provided by the Consultant Firm in response to any subsequent query by DFCCIL, is found to be incorrect or is a material misrepresentation/suppression of facts, then the Proposal will be liable for rejection.
14. The Consultant Firm shall be responsible for all the costs associated with the preparation of their Proposal. DFCCIL will not be liable in any way for such costs, regardless of the conduct or outcome of this process.
15. All documents and other information supplied by DFCCIL or submitted by an applicant to DFCCIL shall remain or become the property the property of DFCCIL. Applicants are to treat all information as strictly confidential. DFCCIL shall not return any proposal or any information provided along therewith.

4. EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS

4.1 THE OBJECTIVE OF THE ASSESSMENT

The objective of the assessment of evaluation is to select a highly capable Applicant who offers the best combination of high quality and best price. The evaluation is based on QCBS method, with emphasis on technical quality.

4.2 EVALUATION OF TECHNICAL PROPOSAL

The Technical Proposal of the Applicants shall be examined first for responsiveness & completeness, adherence to minimum qualification requirements and thereafter evaluated for scoring based on the methodology presented in section 4.2.4.

4.2.1 RESPONSIVENESS AND COMPLETENESS

The Technical Proposal shall be first checked for responsiveness and completeness. This shall include verification whether the information has been submitted in accordance with the specified formats, whether the documentation is complete, whether there are any gaps, etc. DFCCIL reserves the right to outright reject technical proposals that do not conform to the formats or those that are materially deficient in documentation.

4.2.2 GENERAL RULES APPLICABLE FOR EVALUATION

The following sections of this chapter describe the qualification requirements and evaluation procedure for the proposals received from applicants. Following shall be the general rules followed for the purpose of this evaluation:

1. Educational qualification of experts will be graded as – essential, desirable, and additional.
2. Desirable Educational Qualification: Post Graduate (Masters) degree in relevant field.
3. Additional Educational Qualification: Ph.D (Doctorate) in relevant field, Diplomas or degrees in related fields.
4. Maximum Age Limit for all Personnel is 70 years.
5. For each CV, Please indicate a maximum of 15 projects that best demonstrate experience relevant to the assignment and for the specific expert position. In case more than 15 projects are included in any CV as relevant experience, then only the first 15 shall be considered for evaluation.

4.2.3 MINIMUM QUALIFICATION REQUIREMENT – TECHNICAL PROPOSAL

The most significant objective of evaluation of proposals at the RFP stage is to ensure selection of a fitting expert team for execution of the consulting assignment, and to ensure that such selected experts would be engaged with the project for a sufficient amount of time.

4.2.3.1 Minimum qualifications for expert positions

The following table presents the minimum qualification requirements for each expert position in the project:

	Position	Minimum educational qualification	Working experience	Number of projects in which similar role has been played
1	Team Leader	Any Post graduate with appropriate Experience in Logistics Infra Planning and Network Design and experience in establishing & evaluating multimodal linkages including rail/air/Port	Minimum 15 years of experience	Minimum 5 relevant projects including atleast one for the Eligible Assignment
2	Industry Analyst (Market Expert)	MBA or equivalent with experience in market/industry sector analysis for similar development projects including demand supply (in freight & logistics)	Minimum 15 years of experience	Minimum 2 eligible assignments preferably for freight systems.
3	Survey and Development of site specialist	Masters in civil engineering with appropriate experience in planning and design of facilities relating to integrated development projects like logistics parks, FTWZ, SEZ, ICD, Industrial Estates, rail freight terminals etc.	Minimum 10 years of experience	Minimum 4 relevant projects including at least one for the Eligible Assignment
4	Infrastructure Expert / Urban Planner	Masters Degree in Civil Engineering/Masters in Urban Planning with appropriate qualification in planning of Integrated Development Projects like Logistics Parks, FTWZ, SEZ, Industrial Estates etc.	Minimum 10 years of experience	Minimum 4 relevant projects including at least one for the Eligible Assignment
5	Social & Environment Expert	Master in Environmental Science or engineering or equivalent with experience in environmental impact assessment, resettlement and rehabilitation, environmental management plan and clean development mechanism	Minimum 5 years of experience	Minimum 4 relevant projects including at least one for the Eligible Assignment
6	Financial Expert	CA/ ICWA/MBA (Finance)/ MA (Economics) or equivalent like MBE, CFA, etc. with experience in project structuring	Minimum 10 years of experience	Minimum 4 relevant projects.

The above mentioned criteria are the minimum qualifiers for consideration of an individual for an expert position. Qualifications of proposed experts with respect to educational background, years of professional experience and project experience over and above the minimum criteria will be awarded incrementally better marks at the evaluation stage.

- **Eligible Assignments:** For the purposes of determining Conditions of Eligibility for Key Personnel and for evaluating the Proposals under this RFP, consultancy assignments in the field of FTWZ (Free Trade Warehousing Zone), SEZ (Special Economic Zone)/Logistics

Parks/ICDs/Warehousing as the case may be deemed as eligible assignments (the “**Eligible Assignments**”), during the last 10 years.

- **Relevant Projects:** Relevant projects will constitute projects pertaining to Transportation (Urban development, Airport, Port and Road)/Infrastructure (Railways, Urban development, Port and Road)/, Industrial Estates.
- Details furnished of any other studies (Eligible/Relevant) carried out by the bidders will be ignored.
- All Eligible projects will be relevant project but relevant project cannot be Eligible project.

4.2.4 EVALUATION CRITERIA FOR TECHNICAL PROPOSAL

The Technical Proposals that are found to be responsive and complete shall be then assessed based on the following evaluation criteria.

The technical proposals that achieve of minimum score of 70% shall be taken up for further proposal evaluation.

However, if the number of such technically qualified firms is less than three, the Client may, in its sole discretion, technically pre-qualify three firms having the highest technical score, including those whose Technical Score is less than 70% but in no circumstances less than 60%.

No.	Parameters	Marks
1	Firm Capabilities – 60% of the maximum marks shall be awarded for the number of Eligible Assignments/Relevant Projects for Similar and related Studies carried by the Bidder. The remaining 40% shall be awarded for the comparative size and quality of Eligible Assignments/ Relevant Projects.	200
2	CVs of key experts Experts (1) Team Leader (2) Industry Analyst (Market Expert) (3) Survey and Development of site specialist (4) Infrastructure Expert / Urban Planner (5) Social & Environment Expert (6) Financial Analyst Apart from the above key experts, the Applicants may propose adequate support staff and auxiliary experts to effectively implement the Assignment. However, their CVs shall not be assessed in the evaluation of the Technical Proposal. The CV of each key expert shall be evaluated based on the following methodology: a) General qualifications (20%) b) Relevant experience and adequacy for the assignment (80%)	600
3	Quality of Approach and Methodology, and the Work Programme a) Technical approach and methodology 60% (120) b) Work plan, team organization and staffing 40% (80)	200
	Total Marks	1000

4.3 EVALUATION OF FINANCIAL PROPOSAL

1. Financial proposals of Applicants who have obtained minimum 60% in the Technical Proposal (excluding presentation) will be opened and evaluated.
2. The evaluation committee will determine whether the financial proposals are complete, correct and free from any computational errors. The Financial Proposal must be in terms of local currency. The Quoted Financial Price shall include all expenses including legal fees and out of pocket expenses etc. to be incurred by the Consultant to complete the assignment. The Financial Proposal should clearly estimate and specify, as a separate amount, the local taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Applicant. These charges would be paid on actuals but limited to this estimate of the bidder, except where there is a revision of the rates or a fresh levy is imposed by the government after the bid opening date.
3. Financial Proposals will be checked for computational errors or material omissions. If a financial proposal is received with material omissions then it shall be considered as an incomplete offer and hence shall not be considered for further evaluation.
4. The financial quotes will be given rankings based on the total value of the offered price quote in FIN-1 of the financial proposals. The lowest value quote will be assigned Rank-1 and so on in the ascending order. The lowest value will then be assigned the highest financial score value of 1000 (one thousand points) and the remaining quotes shall be assigned financial score value in inverse proportion of the lowest quote and the highest quote getting the lowest financial score value.

Financial Score will be worked as per following formula:

$$FS = (1000 \times f) / F$$

where FS: Financial Score ;

‘f’ is the value of Lowest Financial proposal, and

‘F’ is the value as per financial proposal under consideration.

5. Final selection of consultant(s) shall be as per Quality & Cost Based Selection (QCBS) method. In the overall evaluation of the proposal technical score will be assigned 70% Weightage and the financial score a Weightage of 30%.
6. The contract shall be awarded to the bidder who has secured highest total score for the financial and the technical scores as combined with respective weightages.
7. The final scores computed for each Technical and Financial Proposal will be rounded to the nearest whole number. For purposes of rounding, 0.50 and above shall be rounded to the next higher whole number and 0.49 and below shall be rounded to the immediately preceding whole number. In the event two or more proposals have the same scores in the final ranking of proposals, the proposal with the highest technical score will be ranked first, the next highest technical score will be ranked second, and so forth.
8. If the quoted rates are found to be unacceptably high, DFCCIL/MOR reserve the right to discharge the tender and/or take any other suitable course of action in the interest of the work.

4.4 NEGOTIATIONS AND AWARD OF CONSULTANCY

The applicant ranked first after evaluation of technical and financial proposals will be invited for negotiations, if considered necessary. The objective of negotiations will generally not be to discuss commercial terms, but for re-confirming the obligations of the consultant under the TOR. Such points as deployment of key personnel, understanding of the TOR, methodology and quality of work plan in which the applicant intends proceeding with the work etc. shall be discussed during negotiations.

If those key personnel other than the team leader, of the highest ranked applicant that has otherwise qualified in terms of section 4.2.3.1, who do not score the minimum 70% of the qualifying criteria in evaluation would have to be replaced by the applicant with better suited personnel to the satisfaction of the client before issue of Letter of Acceptance.

4.5 EXECUTION OF AGREEMENT

THE CONSULTANT SHALL SIGN AN AGREEMENT IN THE FORM SPECIFIED AT A.1 (“CONSULTANCY SERVICES CONTRACT AGREEMENT”), WITHIN 10 DAYS OF THE ISSUE OF LOA. THE AGREEMENT SHALL COME INTO FORCE AND EFFECT ON THE DATE OF SIGNING WHICH SHALL BE DEEMED TO BE THE EFFECTIVE DATE.

4.6 COMMENCEMENT OF ASSIGNMENT

The Consultant shall commence the Services within 7 days of the date of effectiveness of the agreement.

5. General Conditions of Consultant

5.1 Changes in Personnel

- 5.1.1 Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. This shall however be done with the approval of Client.
- 5.1.2 If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- 5.1.3 The Client will not consider substitutions during contract implementation except under exceptional circumstances and that too by only equally or better qualified and experienced personnel. During the course of providing services, substitution of a Key Personnel would call for reduction of remuneration @ 20% of the remuneration agreed for the original Key Personnel.

- 5.1.4 The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5.2 Abandonment, Suspension or Termination

5.2.1 By Notice of Client

5.2.1.1 Client may abandon all or part of the Services of the Agreement by notice of at least 30 days to the Consultant who shall immediately make arrangements to stop the Services and minimise expenditure. 10 per cent of fee for deliverables for works being abandoned shall be paid to the consultant in this event. However, there would be no payment to the consultant in case the project is terminated in pursuant to the Clause 5.2.1.2 or 5.2.1.3.”

5.2.1.2 If Client considers that Consultant is not discharging his obligations or has engaged in corrupt or fraudulent practices or has defaulted in any terms of the Agreement or has failed to provide correct information in relation to the Assignment; Client can inform the Consultant by notice stating grounds for the notice. If a satisfactory reply is not received within 7 days of receipt of the notice by Consultant, Client can with a further notice terminate the Agreement provided that such further notice is given within 30 days of the previous notice of Client.

5.2.1.3 If Consultant is adjudged bankrupt, or if he makes a general assignment for the benefits of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then Client may terminate the services of the Consultant as per the procedure given in the previous clause.

5.2.1.4 Client may complete the project by whatever method may be deemed expedient and the Consultant shall not be entitled to receive any further payment.

5.2.2 By Notice of the Consultant

5.2.2.1 The Consultant may, by notice to the Client, terminate this contract if payments pursuant to Clause 5.4 and 5.5 of this Agreement are not received within 60 days after the due dates, and such default has not been remedied within 90 days after notice has been given by the Consultant to the Client.

5.3 Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

5.4 Payment to the Consultant

Client shall pay the Lump sum Price to the Consultant in partial payments for the performance of services as described in accepted schedule of payment, from which partial payments, on a pro-rated basis, may be withheld if the Consultant does not deploy the key personnel in accordance with the staffing schedule. In instances where the team leader / key professional does not attend a scheduled meeting / presentation specifically relating to a task assigned to such key professional, a penalty amounting to 0.5% of the contract value will be imposed for every single default. This penalty shall be waived at the discretion of the client in case it is felt that the default was despite the best efforts of the consultant.

5.5 Time for Payment

Amounts due to the Consultant shall be paid promptly and generally within 30 days of presentation of claim.

5.6 Currency of Payment

All payments shall be made in Indian Rupees.

5.7 Disputed invoices

If any item or part of an item in an invoice submitted by the Consultant is contested by Client, then Client shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice.

5.8 Language and Law

The language of the agreement shall be English and it shall be governed by Indian Laws.

5.9 Assignment and Sub-Contracts

5.9.1 The Consultant shall not, without the written consent of Client, assign the benefits from the Agreement other than money.

5.9.2 The Consultant shall not assign obligations under the Agreement without the written consent of Client.

5.9.3 The Consultant shall not without the written consent of the Client initiate or terminate any sub-contract for performance of all or part of the Services.

5.10 Copyright

The copyright of all documents prepared by the Consultant in performance of the services under the Agreement, including all background workings, shall be vested in Client provided that the Consultant may retain copies of the documentation prepared by them for record purposes only. The Client shall be free to share or otherwise utilise the information and documentation, in relation to the Services, with third parties, at its sole discretion without any financial liability towards client.

5.11 Conflicts of Interest

- 5.11.1 Unless otherwise agreed in writing by Client, the Consultant and his personnel shall have no interest in nor receive remuneration in connection with the Project except as provided for in the Agreement.
- 5.11.2 The Consultant shall not engage in any activity that might conflict with the interests of Client under the Agreement.
- 5.11.3 The consultant may note that he or any member of his consortium shall not, either individually or as an entity, be allowed to participate in the bidding process pursuant to this assignment.

5.12 Notices

Notices under the Agreement shall be in writing and will take effect from receipt at the address stated in Part II of the Service Agreement. Delivery can be by hand or facsimile message subsequently confirmed by letter or by registered letter against a written confirmation of receipt.

5.13 Publication

Unless otherwise specified in Part II of the Service Agreement, Consultant either alone, or jointly with others, can publish material relating the Services. Publication shall be subject to approval by Client, if it is within two years of completion or termination of the services.

5.14 Claims for Loss or Damage

Any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between Client and the Consultant or failing which, the same shall be referred to arbitration in accordance with Clause 5.16.

5.15 Taxes and Duties

The Consultant and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Application Laws, the amount of which shall be deemed to have been included in the Contract Price. Any increase or decrease in applicable tax rates after submission of consultant's financial bid will be suitably adjusted in the final payments made by the client.

5.16 Force Majeure

- 5.16.1 If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, orders or requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as “event”) then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.
- 5.16.2 Neither party shall by reason of such event be entitled to terminate the Contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- 5.16.3 The obligations under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 5.16.4 If the performance in whole or part of any obligation under the Contract is prevented or delayed by reasons of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.
- 5.16.5 In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Client shall be final and binding.
- 5.16.6 Works that have already been measured shall be paid for by the Client even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Client.
- 5.16.7 If the Contract is terminated under the Clause, the Consultant shall be paid fully for the work done under the Contract, but not for any defective work or work done which has been destroyed or damaged before its acceptance.
- 5.16.8 If neither party issues notice regarding the event within 21 days of its occurrence, the said event be deemed not to have occurred and the Contract will continue to have effect as such.

6. SETTLEMENT OF DISPUTES

6.1 Amicable Settlement

- 6.1.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

6.2 Dispute resolution

- 6.2.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 6.3.
- 6.2.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

6.3 Conciliation

- 6.3.1 In the event of any Dispute between the Parties, either Party may call upon Chairman, Railway Board and the Chairman of the Board of Directors of the Consultants for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 6.2.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 6.4.

6.4 Arbitration

- 6.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 6.3, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 6.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the “Rules”), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act 1996. The venue of such arbitration shall be Delhi, and the language of arbitration proceedings shall be English.
- 6.4.2 There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.
- 6.4.3 The arbitrators shall make a reasoned award (the “Award”). Any Award made in any arbitration held pursuant to this Clause shall be final and binding on the

Parties as from the date it is made, and the Consultant and the Government agree and undertake to carry out such Award without delay.

- 6.4.4 The Consultant and the Government agree that an Award may be enforced against the Consultant and/or the Government, as the case may be, and their respective assets wherever situated.
- 6.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.



TECH – 1: FORMAT OF THE COVERING LETTER

(The covering letter is to be submitted by the Consultant or the Lead Member of a Consultancy , on their Letter Head Paper)

Date:

Place:

To,

Dear Sir,

Sub: RFP Application for Detailed Project Report for Multimodal Logistics Parks at { Name of the MMLP Location}

We, the undersigned, offer to provide the Project Consultancy Services for Dedicated Freight Corridor in accordance with your Request for Proposal Document and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under cover of a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment within 7 days from the date of signing of the Consultancy Contract.

We understand DFCCIL are not bound to accept any Proposal that they receive.

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address and Contact Details:

Office Seal :

TECH -2: SUMMARY OF EXPERIENCE

Please provide a summary of all project experience cited in Tech 3, in the following format:

Name of consulting firm	Name of project	Name of client	Countries of work	Assignment start date	Assignment end date	Lead role in assignment (yes / no)	Approximate value of consulting service	Value of project ¹ (where applicable)	Key Areas of service (state maximum 4 areas)
Projects cited in Tech-3: {include tech title}									
	Assignment - 1								
	Assignment - 2								
	...								
	Assignment - n								
Projects cited in Tech-n: {include tech title}									
	Assignment - n								

(To be signed by the authorised signatory)

Name:

Designation

¹ Indicate value of project for which consulting services were provided (where applicable)

TECH-3: GENERAL AND OVERALL EXPERIENCE OF THE FIRM

Name of the Firm:

1	Number of years in consulting business		
2	Broad areas in which consultancy services provided in the past	(a)	
		(b)	
		...	
3	Locations at which the firm has offices	Head Office: Other Offices (please specify locations):	
4	Brief description of major works with which the firm has been associated in the past:		
	Name of Assignment and Period	Client's Name	Whether Lead Role or Participative Role
A			
B			
C			
D			
E			
F			
G			
H			

Note:

1. The firm's experience in respect of this criterion should be supported by documentary evidence in the form of certificate from the client, clearly stipulating the services rendered by the Consultant. Alternatively, a copy of the contract awarded by the client could also be submitted provided the contract clearly mentions the scope of the work of the Consultant. Copy of evidence should be in English or supported by an authenticated English translation.

(To be signed by the authorised signatory)

Name:

Designation:

TECH -4: EXPERIENCE IN SIMILAR AND RELATED STUDIES

Name of the Firm:

Assignment Name:		Country:
Location within Country :		Role of Your Firm: Whether Lead or Associate:
Name of Client and Address :		Professional Staff Provided by your firm: No. of Staff Months : No. of Staff :
Start Date (Month / Year)	Completion Date(Month / Year)	Approx. Value of Services :
Status of Assignment: (please specify – completed, in progress or abandoned):		
Name of Associate Firm(s), if any :		No. of Months of Professional Staff provided by Associated Firm(s)
Name of Senior Staff (give description of the position) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by your Staff : (Please specify the major critical tasks carried)		

Note:

1. Please use separate sheets for each assignment.
2. The above information should be provided in the format above for each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted by the client.
3. The firm’s experience should be supported by documentary evidence in the form of certificate from the client, clearly stipulating services rendered by the Consultant. Alternatively, a copy of the contract awarded by the client could also be submitted, provided that the contract clearly specifies the scope of work of the Consultant. Copy of evidence should be in English or supported by an authenticated English translation.

(To be signed by the authorised signatory)

Name:

Designation:

TECH - 5: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

1. Write up on Methodology to carry out this assignment. The Write up should cover, in detail, how the consultant would carry out the assignment. The methodology for each head of the proposed Terms of Reference must be described.
2. Define various milestones for the assignment and specify time frame to complete each milestone. Also specify contents of reports at each stage of the assignment.
3. Please provide PERT chart of the work schedule. Provide Completion dates of various milestones.
4. Also provide staffing schedule, which should mention, detail schedule of each member of the proposed team, assignment which would be carried out by them, timeframe during which they will work etc.

Name of Person	Firm	Proposed Position	Months								Months Input (Total)
			1	2	3	4	5	6	7	8	
GRAND TOTAL OF PERSON - MONTHS											

5. Describe the structure of the assignment report, which the consultants intend to submit at the end of the assignment.
6. Broad Time Schedule of the work within the contract period with DFCCIL.
7. The consultant’s comments / suggestions on proposed Scope of Work and TOR.

TECH-6: TEAM COMPOSITION AND TASK ASSIGNMENTS

Name of Staff	Position Assigned	Inter-national or Domestic	Firm	Employment Status with the Firm (Full Time/ Associate)	Education (Degree, Year, Institution)	Area of Expertise and number of years of relevant experience	Task Assigned
A. Professional Staff							
B. Support Staff							

(To be signed by the authorised signatory)

Name:

Designation:

TECH-7: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: ____
2. **Name of Firm** [Insert name of firm proposing the staff]: ____
3. **Name of Staff** [Insert full name]: ____
4. Date of Birth: __Nationality: __
5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: ____
6. Membership of Professional Associations: ____
7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]:
8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]:_
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Employer: ____

Positions held: _____

From [Year]: _____ To [Year]: _____

Employer: ____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p style="text-align: center;"><i>[List all tasks to be performed under this</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p>
--	--

<p><i>assignment]</i></p> <p>[Please indicate a maximum of 15 projects that best demonstrate experience relevant to the assignment]</p>	<p>Name of assignment or project: _____</p> <p>Year: __</p> <p>Location: _____</p> <p>Client: .</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _</p>
---	---

13. Time Commitment:

I, the undersigned, hereby confirm that I shall be available for the period of the consultancy assignment and shall be providing consulting inputs as On Field __ man-months and From Home Office __ man-months, and shall be available for key client interactions pertaining to my deliverables.

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

TECH-8: ANNUAL TURNOVER OF THE FIRMS FOR THE LAST FIVE YEARS

Name of the Firm:

Please note that the Annual Turnover should be from (Similar and related Studies carried by the Bidder) business segment alone

Annual Turnover during the year 1 (2005-06)	
Annual Turnover during the year 2 (2006-07)	
Annual Turnover during the year 3 (2007-08)	
Annual Turnover during the year 4 (2008-09)	
Annual Turnover during the year 5 (2009-10)	

Note:

The firm's annual turnover should be supported by documentary evidence in the form of annual reports or certified annual accounts statement by the firm's auditors, along with relevant schedules that detail turnover by different business segments. Copy of evidence should be in English or supported by an authenticated English translation.

(To be signed by the authorised signatory)

Name:

Designation:

TECH-9: DESIGN, FINANCIAL AND IMPLEMENTATION EXPERIENCE

Name of the Firm:

Experience in advising Government/ Government agencies in designing and successfully implementing large rail infrastructure projects specifically covering capital structure, financing options and financial projections

Assignment Name:		Country:
Location within Country :		Role of Your Firm: Whether Lead or Associate:
Name of Client and Address :		Professional Staff Provided by your firm: No. of Staff Months : No. of Staff :
Start Date (Month / Year)	Completion Date(Month / Year)	Approx. Value of Services : (in current USD) :
Status of Assignment: (please specify – completed, in progress or abandoned):		
Name of Associate Firm(s), if any :		No. of Months of Professional Staff provided by Associated Firm(s)
Name of Senior Staff (give description of the position) involved and functions performed:		
Narrative Description of Project: (To include details of the nature of infrastructure project handled, providing also a brief outline of challenges related to capital structure, financing options and financial projections.)		
Description of Actual Services Provided by your Staff : (Please specify the major critical tasks carried)		

Note:

1. Please use separate sheets for each assignment.
2. The above information should be provided in the format above for each reference assignment for which your firm, either individually as a corporate entity was legally contracted by the client.
3. The firm's experience should be supported by documentary evidence in the form of certificate from the client, clearly stipulating services rendered by the Consultant. Alternatively, a copy of the contract awarded by the client could also be submitted, provided that the contract clearly specifies the scope of work of the Consultant. Copy of evidence should be in English or supported by an authenticated English translation.

(To be signed by the authorised signatory)

Name & Designation:

TECH-10: FORMAT FOR POWER OF ATTORNEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, **{issuing authority: name, designation, name of organisation}**, having its registered office situated at **{address of the registered office}**, do hereby constitute and appoint, **{name of the authorised signatory}**, who is in services of the organisation as **{designation of the authorised signatory including full name of the organisation}**, to conduct the necessary proceedings before the concerned authorities of the Dedicated Freight Corridor Corporation of India Limited by providing consultancy services for **“Project Consultancy Services for Techno-economic feasibility study with Detailed Project Report for Multimodal Logistics Parks at { Name of the MMLP Location} of Dedicated Freight Corridor in India”** on behalf of the organisation, to act as legal representative in performing all tasks, deeds and things including, but not limited to, participating in discussions, providing information, responding to queries, entering into contractual commitments including financial and technical proposals and pre-qualification documents, receiving payments etc. and to execute and transact all such acts, deeds, things as may be necessary and incidental to the efficient conduct of the said transaction.

And the organisation hereby agrees that all acts, deeds and things lawfully done by the said attorney shall be construed as acts, deeds and things done by the organisation and the organisation undertakes to ratify and confirm all and whatsoever the said attorney shall lawfully do or cause to be done for the organisation by virtue of the said power hereby given.

This power of attorney shall be valid till the completion of the assignment or till the attorney is in employment of the organisation or power of attorney is revoked and intimation to that effect is sent to the Dedicated Freight Corridor Corporation of India Limited, whichever is earlier.

Signed this, the **{date}**

Signature of **{name of authorised signatory}**

{name if issuing authority}

{Designation of issuing authority}

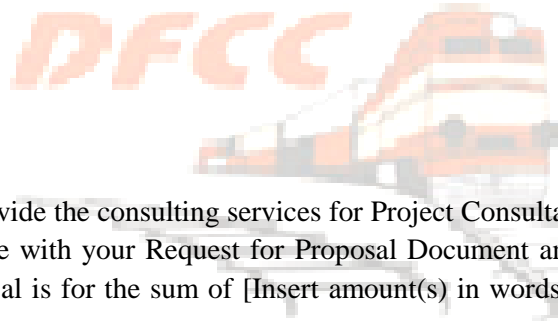
FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

(To be submitted by the Consultant or the Lead Member of a Consultancy Consortium, on their Letter Head Paper)

To,

[Location, Date]

Shri V. K. pandey
Dy. General Manager (Business Development),
Dedicated Freight Corridor Corporation of India Limited,
5th Floor, Pragati Maidan Metro Station Complex,
New Delhi - 110 001 India
Fax +91-11-23454828,



Dear Sir:

We, the undersigned, offer to provide the consulting services for Project Consultancy Services for Dedicated Freight Corridor in accordance with your Request for Proposal Document and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures and should be in Indian Rupees only].

	Amount in Figures (INR)	Amount in Words (INR)
Remuneration*		
Local Taxes		
Total Costs of Financial Proposal		

(* Break up in separate sheet)

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 section 3.7 of the RFP Document,

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

Yours sincerely,

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address:

FIN-2: REMUNERATION

Name ²	Position ²	Staff-month Rate ³ (INR)	Input ⁴ (Staff-months)	Remuneration ⁵ (INR)
Professional Staff¹				
1.		[Home]		
		[Field]		
2.				
n.				
Support Staff				
1.		[Home]		
		[Field]		
2.				
n.				
			Total	

1. Professional and Support Staff should be indicated individually..
2. Positions and time inputs of Staff shall coincide with those in Form TECH-3 and TECH-9.
3. Indicate separately staff-month rate for home and field work.
4. Indicate, separately for home and field work, the total expected input of staff.
5. Please note that currency is INR. For each staff indicate the remuneration in the relevant column. Remuneration = Staff-month Rate x Input.
6. "Field" shall mean the engagement of the relevant team member from the project office in NCR set up for carrying out the assignment. Engagement on the assignment from all other locations should be clubbed under 'Home'"

Signature of Authorized Signatory:

Name and Title of Signatory:

Name of Firm:

Address:

A. 1: CONSULTANT SERVICES CONTRACT AGREEMENT

This AGREEMENT (hereinafter, together with the General and Special Contract Conditions, and Appendices A to F attached hereto and forming an integral part hereof and bid documents, called the Contract) is made on the _____ day of _____, 200_, between the _____ (hereinafter called the “Client”), and _____ in association with _____ (hereinafter collectively called the “Consultant”). Notwithstanding such association, the Consultant shall be represented hereunder at all times by _____ which firm will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's services to be performed hereunder.

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, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract;
- (b) The following Appendices
 - Appendix A: Description of Services (Scope of Work)
 - Appendix B: Work Plan and Reporting Requirements
 - Appendix C: Key Personnel
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Services and Facilities Provided by the Client

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

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

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

For and on behalf of [Client]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

Witnesses:

1. Signature:.....

Date:.....

Name:.....

Address:.....

.....

.....

2. Signature:.....

Date:.....

Name:.....

Address:.....

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इंडियन डेडिकेटेड फ्रीट कॉरीडोर कॉर्पोरेशन