



**TECHNO-ECONOMIC FEASIBILITY STUDY WITH DETAILED
PROJECT REPORT FOR COMMON USER TERMINAL (CUT) AT
PIRTHALA (HARYANA) ALONG THE WESTERN DEDICATED
FREIGHT CORRIDOR**

**REQUEST FOR PROPOSAL
DOCUMENT**

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/CUT/PIRTHALA/2013

DATE: 05/05/2014

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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.

SECTION 1 (A) - LETTER OF INVITATION**NO: HQ/OP & BD/CUT/ PIRTHALA/2013****May , 2014**

Dear Sir/Madam

SUB:- Techno-economic feasibility study with Detailed Project Report (DPR) of Common User Facilities (Terminal) at Pirthala (Haryana) along the Western Corridor of Dedicated Freight Corridor.

In response to Notice of Request for Proposal published in newspapers on 2014.

1. A Copy of the RFP document in one volume is enclosed herewith.
2. The RFP document include the following documents:
 - (a) Section 1(A) Letter of Invitation
 - (b) Section 1(B) Information to Applicants,
 - (c) Section 2 Terms of Reference,
 - (d) Section 3 Instructions to Applicants;
 - (e) Section 4 Evaluation Technical and Financial Proposal
 - (f) Section 5 General Conditions of Contract
 - (g) Section 6 Settlements of disputes
 - (h) Section 7 TECH 1 to TECH -10
 - (i) Section 8 FIN-1 Financial Proposal submission form
FIN-2 Remuneration
 - (j) Section 9 Consultant Service Contract Agreement

3. Kindly acknowledge receipt.

Yours faithfully

Encl.:- RFP Document.

(S. Nishat Ali)
Group General Manager (Business Development)
DFCCIL, New Delhi

SECTION 1 (B) INFORMATION TO APPLICANTS

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 systems, from experienced and reputed Consultants for **“Techno-economic feasibility study with Detailed Project Report (DPR) of Common User Facilities (Terminal) at Pirthala (Haryana) along the Western 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 **05 /05 / 2014 to 17 / 06 / 2014** in person from the DFCCIL office at the address given in paragraph 8 below, on payment of non-refundable document fee of **Rs. 3,150/- (Rupees Three thousand one hundred fifty only) (including 5% DVAT) (Cost of document Rs. 3000.00 plus 5% DVAT)** 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 **Rs. 60,000.00 (Rupees Sixty thousand only)** in the form of Demand Draft drawn on any Scheduled Bank in India. BID Security may be also in the form of Bank Guarantee drawn on any 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 **17 /06 / 2014**. 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. **Proposals will not be accepted electronically.**
8. The Consultancy firms will be selected based on fulfilling the eligibility criteria detailed in the RFP document along with Quality and Cost Based Selection (QCBS) System. In the overall evaluation of the **proposal technical score will be assigned 70% Weightage and the financial score a Weightage of 30%.**
9. **Address for Communication:**

Mrs. Madhusmita Patra
Joint 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
10. **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 **20 / 05 / 2014**, at 11:00 Hrs, in the Corporate office of Dedicated Freight Corridor Corporation of India Limited, 4th 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 16 / 05 / 2014.**

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

डेडीकेटेड फ्रेट कोरीडोर

SECTION 1(C) - INTRODUCTION

- 1.1. Dedicated Freight Corridor Corporation of India (DFCCIL) is a Special Purpose Vehicle (SPV) 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 3346 route kms on two corridors; Eastern Corridor from Ludhiana (Punjab) to Dankuni (West Bengal); and Western Corridor from Jawaharlal Nehru Port, Mumbai to Dadri near Delhi along with inter-linking of the two at Dadri. 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 Common User Facilities (Terminal) at **Pirthala (Haryana) along the Western DFC**.
- 1.5. A single stage selection process i.e. Quality & Cost Based Selection (QCBS) 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) for setting up Common User Facilities (Terminal) at **Pirthala (Haryana) along the Western DFC**. The Terms of Reference are provided in Section-2. Applicants are invited to submit their technical and financial proposals, in response to this Request for Proposal (RFP) Document issued by DFCCIL.

SECTION-2. TERMS OF REFERENCE

2.1 BACKGROUND

2.1.1 Indian Railway is the life line of Indian economy, traversing length and breadth of country with total route kilometer of almost 64600. The Indian Railway's quadrilateral linking the four metropolitan cities of Delhi, Mumbai, Chennai and Howrah, commonly known as the Golden Quadrilateral, and its two diagonals (Delhi-Chennai and Mumbai-Howrah), adding up to a total route length of 10,122 km, constitute the backbone of the Indian Railway's 45,622 km broad gauge network. These routes annually carry more than 60% of revenue earning freight traffic and about 52% of passenger traffic carried by IR. These routes serve the core sectors of the Indian economy by carrying raw materials to the plants and finished products to centres of consumption, manufacturing and trade. The line capacity on these routes has saturated, which has led to serious constraint in meeting the country's growing transport demand, resulting from 7% to 8% GDP growth. It has, in fact, resulted in decline in the railway's share in land-borne freight on long term basis.

Ministry of Railways (MOR) has planned to construct a new Dedicated Freight Corridor (DFC) covering about 3346 route kms 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 Dadri. 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.

The traffic on the Western Corridor mainly comprises of ISO containers from JNPT and Mumbai Port in Maharashtra and ports of Pipavav, Mundra and Kandla in Gujarat destined for ICDs located in northern India, especially at Tughlakabad, Dadri and Dandharikalan. Besides Containers, other commodities moving on the Western DFC are POL, Fertilizers, Foodgrains, Salt, Coal, Iron & Steel and Cement. Further, owing to its faster growth as compared to other commodities, the share of container traffic is expected to progressively increase and reach a level of about 80% by 2021-22. The rail share of container traffic on this corridor is slated to increase to 6.2 million TEUs in 2021-22. The other commodities are projected to increase to 40 million tonnes in 2021-22. As a result, the maximum number of trains in the section is projected as 109 trains each way in Ajmer-Palanpur section.

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 1499 kms

Eastern Corridor: A Dedicated Freight Corridor (DFC) of 540 Kms. Between Dankuni to Sonnagar and 1307 kms between Sonnagar to Ludhiana (Dhandarikalan) consisting of two distinct portions: with a total route length of 1847 kms.

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

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

2.1.2 Regional Set-up:

2.1.2.1 Pirthala is a Village in Palwal district in the State of Haryana. A railway line from Rewari will connect Pirthala with Asaoti and Tughlakabad and then to Dadri as a link in the Dedicated Western Freight Corridor (WDFC). The nearby cities been designated as the new industrial hub and about 13 new industrial sectors, clearing house, dry port etc. have been approved by the govt. of Haryana. The IMT and Pirthala should provide place for about 3500 new enterprises in next few years.

The Industrial Model Township (IMT) Faridabad is also coming up within 25 km radius. The acquisition of 1800 acres of the proposed IMT has been done, and foundation stone for the project being laid in 2011. This project along with KMP Expressway is HSIIDC's two biggest boosts to industrial growth in the city and the newly born brother district Palwal carved out of Faridabad on 15th August 2008.

2.1.2.2 It is proposed to develop a (CUF/CUT) Common user facility (terminal) at Pirthala. This terminal would be linked with a rail siding leading to Asaoti Railway station in Delhi division of Northern Railway zone of Indian Railways. The rail connectivity of Proposed Terminal with Western DFC will be planned in a manner so as to convert from Double Stack Containers to Single and vise-versa. It will enable the fast movement of containers and cargo traffic through rail and ports including other parts of the country.

2.1.3 Objective of the consultancy assignment:

To appoint a technical consultant, who shall conduct the **Techno-economic feasibility study with Detailed Project Report (DPR) of Common User Facilities (Terminal) at Pirthala (Haryana) along the Western Corridor of Dedicated Freight Corridor** near Palwal and Pirthala- Tatarpur - Dudhola industrial belt.

2.2 SCOPE OF WORK

2.2.1 The key objectives of studies are:

- i. Evaluation of locations/sites identified for setting up CUT 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 CUT.
- 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. Detailed Terms of Reference (TOR) with respect to the required DPR on Common User Terminal at Pirthala (Haryana) are as under:-

- i. The identification and suitability of identified location needs to be adjudged by the consultant for the proposed rail-linked Common user terminal planned at Pirthala village. The consultant shall undertake assessment of suitability of the potential location and also ensure adequacy/provision of land available for setting up the proposed rail-linked Common User Terminal from State Government etc. The evaluation of locations/sites is also to be done in terms of availability of water, power, road and rail transport network connectivity and locational advantages particularly its ability to attract/generate sufficient traffic volumes on sustainable basis. The identification of areas of improvement shall also to be taken up as part of this exercise.
- ii. (a) The consultant will prepare the feasibility study report for provision of railway siding facility near Pirthala station. The assessment of alignment of the siding, take-off point from Indian Railways, existing and proposed infrastructure required for the rail connectivity shall be taken up and recommendation for most suitable alternative to be provided.

(b) Apart from this, assessment should also be done for the provision of reception and dispatch yard for proper connections within the rail system and facilities/lines required for change over from single stack to double stack containers, and related operational & commercial issues. The consultant shall also estimate and suggest the type and extent of rail and road infrastructure components inside the proposed Terminal.

- iii. 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.
- iv. 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.
- v. Determine a suitable take-off point from the existing railway network or the DFC for providing rail connectivity to the CUT including modifications/additions required in the rail facilities at the junction station and OHE (Over Head Equipment) and S&T (Signal & Telecommunications) arrangements.
- vi. Work out various revenue streams for the CUT based on the projected level of traffic, Terminal Handling Charges, various value addition activities recommended in the different warehouses/ICDs within the CUT and any other source.
- vii. 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.
- viii. 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 CUTs needs to be incorporated.
- ix. Suggest different institutional mechanisms for setting up and running/managing the Common User Terminal and based on merits-demerits of each, recommend the best possible institutional mechanism for each CUT 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 Analysis" 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.**
- x. 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.

- xi. Deliberate various service providers/regulatory bodies/government agencies role in setting up of the CUT along with necessary statutory provisions and recommend ways for smooth functioning of the CUT as a single window facilitation location.
- xii. Identify prospective investors/agencies which may participate in the proposed CUT project(s)
- xiii. 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.
- xiv. Detailed Project Report containing the following:-
 - (a) Sector background, context & broad project rationale
 - (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 CUT sites for benefit of DFCCIL/MOR.

2.2.3 APPROACH & METHODOLOGY FOR THE DETAILED PROJECT REPORT

2.2.3.1 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/
- Establishing the hinterland of the CUT
- 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 CUT

2.2.3.2 Market Surveys

To establish the cargo demand for the CUT, 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, container train operators, 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 Haryana Pirthala- Tatarpur-Dudhola belt, along with new industrial hub and other new industrial sectors, clearing house, dry port etc.
- (iv) A strength, weakness, opportunities and threats (SWOT) analysis shall also be taken up for site location, based on but not limited to the parameters like connectivity, availability of water, power and other logistics, labour & productivity advantages, generation of freight traffic for the proposed facility, proposed facilities in Common user terminal based on supply chain assessment, storage procedures and customs facilities etc.

2.2.3.3 Market (hinterland) for the CUT:

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 CUT has to be delineated as the area which has the potential of sending its cargo to the CUT. 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' CUT location.

The hinterland for the proposed CUT 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 CUT 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

- v. The overall hinterland may contain many ICDs that are likely to compete with the proposed CUT. Therefore it would be worthwhile to identify the exclusive economic hinterland of the CUT 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 CUT.
- vi. As a competing facility, the development of the CUT vis-à-vis existing ICDs/CFSs along the DFC would be crucial with reference to the following parameters:
 - a. Inter-modal connectivity
 - b. Total costs involved in export/import of cargo
 - c. Dwell time of export/import containers
 - d. Repair facilities for containers
 - e. Customs facilities available
 - f. Information Technology employed, including Electronic Data Interchange (EDI)
 - g. Type of handling equipment provided
 - h. Availability of Banks, Communication facilities, other administrative and support facilities
 - i. Availability of warehouses
 - j. Availability of reefer points

2.2.3.4 Assessment of facilities at CUT:

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 CUT. 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, double stack to single and single to double stack containers, 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 CUT 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.

2.2.3.5 Site Development Cost:

Broad cost estimates for developing the proposed CUT 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.

2.2.3.6 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.

2.2.3.7 Statutory and Administrative Clearances:

The necessary statutory/administrative clearances required for setting up CUT from different agencies like Customs, Environmental Authorities, Centre/State Government and its bodies, etc. shall also be identified and listed.

2.2.4 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:

2.3 DELIVERABLES AND PAYMENT SCHEDULE

2.3.1 All the deliverables as per the list below shall be in the form of 05 (five) hard copies +1 (one) soft copy in MS Word and PDF format for Reports and GIS, AUTOCAD DWG & PDF formats for drawings/ plans.

2.3.2 The milestones and timelines of the assignment are given in the table below:

S.No.	Milestone	Timeline from The date of Commencement *(months)
KD-1	Inception report	0.5

S.No.	Milestone	Timeline from The date of Commencement *(months)
KD-2	Rail Connectivity with Common User Facility (CUF/CUT), Market Assessment and Traffic Demand Assessment Report	1.0
KD-3	Draft Master Planning Report	2.0
KD-4	Draft Techno-Economic Feasibility Report including detailed Economic Analysis, Financial Feasibility and Project Structuring aspects, etc.	2.5
KD-5	Final Techno-Economic Feasibility Report	3.0

2.3.3 The Key Deliverables and payment schedule, as percentage of the Agreement Value, linked to the specified deliverables are given below:

S.No.	Milestone	Payment (in percentage of total fee)
KD-1	Inception report	10%
KD-2	Rail Connectivity with CUF/CUT, Market Assessment and Traffic Demand	25%
KD-3	Draft Master Planning Report	15%
KD-4	Draft Techno-Economic Feasibility Report including detailed Economic Analysis, Financial Feasibility and Project Structuring aspects etc.	20%
KD-5	Final Techno-Economic Feasibility Report	30%

2.3.4 The consultant shall be paid on successful completion of the specified milestones.

2.3.5 90% of the payments for each milestone will be released within 45 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.

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:

- 2.4.1 **Team Leader** – The Team Leader should have relevant professional qualification such as Masters in Engineering / Economics / Finance / Business Administration, and must possess a minimum of 20 years' experience, with increasing levels of responsibility. Should have appropriate Experience in Logistics/ Infrastructure Planning and Network Design and experience in establishing & evaluating multimodal linkages including rail/road/air/port. 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.
- 2.4.2 **Industry Analyst (Market Expert) cum Financial Expert** Should be an MBA (Finance) and must possess a minimum of 15 years' experience, with increasing levels of responsibility with experience in financial analysis / modelling for large scale transport logistics projects, market study, demand & supply assessment of freight and logistics sector, project funding and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project.
- 2.4.3 **Transportation Expert** Masters Degree in transportation planning and must possess a minimum of 10 years' experience, with increasing levels of responsibility, experience of preparing transportation plan for Integrated Development Projects like Logistics Parks, FTWZ, SEZ, Industrial Estates, etc.
- 2.4.4 **Infrastructure Expert** Masters Degree in Civil Engineering and must possess a minimum of 10 years' experience, with increasing levels of responsibility with experience in planning of Integrated Development Projects like Logistics Parks, FTWZ, SEZ, Industrial Estates etc.
- 2.4.5 **Urban Planner** Masters in Urban Planning and must possess a minimum of 10 years' experience, with increasing levels of responsibility with experience in planning of Integrated Development Projects like Logistics Parks, FTWZ, SEZ, Industrial Estates etc.
- 2.4.6 **Logistics expert:** Should have a Masters Degree in Logistics and Supply chain Management / Business Management and have an extensive experience in transport and logistics sectors. Experience in undertaking traffic / market studies, sector studies and strategies, feasibility studies, market assessments, logistics operations would be preferred. The expert should have relevant professional qualification and must possess a min. 10 years of experience, with increasing levels of responsibility.
- 2.4.7 **Economic Expert:** Should be an MBA / Masters degree in Economics with relevant experience in working on econometric analysis and estimating econometric IRR for large scale planning and logistics infrastructure projects. and must possess a minimum

of 10 years' experience, with increasing levels of responsibility.

2.5 Note:-

- 2.5.1 Age of the key staff proposed should not be more than 70 (seventy) Years on the last day of submission of proposal.
- 2.5.2 DFCCIL reserves the right to ask for the details regarding the proof of age, qualification, experience and association of the key staff with the firm.
- 2.5.3 The key staff proposed above should be available for presentations/discussions/meetings with the Client.
- 2.5.4 **Curriculum Vitae for each key staff to be provided with a summary of experience.**

2.6 Qualification and competence of key staff

The total number of marks allocated for qualification and competence of the proposed Key Staff is 50 marks, distributed among 7 key personnel, as detailed further:

S. No.	Key Staff	Marks
1.	Team Leader	12
2.	Industry Analyst (Market Expert) cum Financial Expert	10
3.	Transportation Expert	6
4.	Infrastructure Expert	6
5.	Urban Planner	6
6.	Logistics expert	5
7.	Economic Expert	5
	Total	50

- 2.7 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 an office in NCR for coordination of project activities with DFCCIL.

SECTION-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 Applicants, as specified under section 1.5, are invited to submit their Technical and Financial Proposals (in separate covers), as specified in section 3.8 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 envelope duly marked as “Financial Proposal” the offer would be summarily rejected.

4. In preparing their Proposals, 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 Applicants are requested to submit the proposal and all their correspondence in English.
6. DFCCIL reserves the right not to select any or all of the applicant(s) without assigning any reason whatsoever.

3.2 CONFLICT OF INTEREST

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 Demand Draft, from a scheduled or nationalized Indian Bank in favour of ‘Dedicated Freight Corridor Corporation of India Limited’, payable at New Delhi, for the sum of **Rupees Sixty Thousand only (Rs. 60,000.00)** will be required to be submitted by each Applicant.

The 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 returned after submission of Performance Guarantee/Security in the form of Bank Guarantee.

3.4.1 PERFORMANCE GUARANTEE/SECURITY

The Consultant shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Contract, provide to the Client a legally, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the Consultant of its obligations under this Contract, in the form set out in this contract, in an amount equal to 5 (five) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Contract is extended, the Consultant shall at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to 5 (five) percent of the total cost of Financial Proposal under this Assignment.

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 shall remain valid for acceptance by DFCCIL for a period of 120 days from the **last date of submission of proposals** as specified in section 3.9. 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

A pre bid meeting shall be organised with the applicants in order to respond to any queries, this meeting shall be organised on **20 / 05 / 2014**, at 11:00 Hrs, in the Corporate office of Dedicated Freight Corridor Corporation of India Limited, 4th 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 16 / 05 / 2014**.

Enquiries, if any, can be addressed to:

Mrs. Madhusmita Patra

Jt. 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, Email: mpatra@dfcc.co.in

3.8 SUBMISSION OF PROPOSAL

The Applicant shall submit its Proposal separately in the following covers:

Cover 1 – Bid Security for PIRTHALA CUT ;

Cover 2 – Technical Proposal for PIRTHALA CUT;

Cover 3 – Financial Proposal for PIRTHALA CUT; and

Outer Cover – This shall contain the sealed Cover 1, 2 and 3.

Marked as separate each “Proposal for PIRTHALA CUT”

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 Common User Terminal at PIRTHALA.

Submitted by: _____ (name of Consultant Firm)

Submitted To:

Jt. 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 Applicant shall place the **original** Bid Security as specified in 3.8 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 Common User Terminal at PIRTHALA; for Dedicated Freight Corridor]

Submitted by: _____ (name of Consultant Firm)

3.8.3 COVER 2 – TECHNICAL PROPOSAL

The 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 Common User Terminal at PIRTHALA; 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 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 Common User Terminal at PIRTHALA; 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 **17/06/ 2014** at the following address:

Mrs. Madhusmita Patra,
Jt. 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 logistics/ Infrastructure Planning and Network Design, experience in establishing multimodal logistics including rail/road/air/port, financial analysis and 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.
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 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 outrightly 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 Applicants are expected to take into account the requirements and conditions outlined in the RFP documents.
1. 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.
2. 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.
3. 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 actual 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.
4. Applicants shall express the price of their services in Indian Rupees only.
 5. 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.
 6. 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 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 of DFCCIL. Applicants are to treat all information as strictly confidential. DFCCIL shall not return any proposal or any information provided along therewith.

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SECTION - 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 and additional.
2. Additional Educational Qualification: Ph.D (Doctorate) in relevant field, Diplomas or degrees in related fields.
3. Maximum Age Limit for all Personnel is not more than 70 years on the last day of submission of proposal.
4. 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	The Team Leader should have relevant professional qualification such as Masters in Engineering / Economics / Finance / Business Administration, and must possess a minimum of 20 years' experience, with increasing levels of responsibility. Should have appropriate Experience in Logistics Infra Planning and Network Design and experience in establishing & evaluating multimodal linkages including rail/road/air/Port. 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 20 years of experience	Minimum 5 relevant projects including atleast one for the Eligible Assignment
2	Industry Analyst (Market Expert) cum Financial Expert	Industry Analyst (Market Expert) cum Financial Expert Should be an MBA (Finance) and must possess a minimum of 15 years' experience, with increasing levels of responsibility with experience in financial analysis / modelling for large scale Transport logistics projects, market study, demand & supply assessment of freight and logistics sector, project funding and familiarity of various PPP approach for project development and implementation, financial structuring of similar infrastructure project.	Minimum 15 years of experience	Minimum 2 eligible assignments preferably for freight systems.
3	Transportation Expert	Masters Degree in Transportation planning and must possess a minimum of 10 years' experience, with increasing levels of responsibility, experience of preparing transportation plan for 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
4	Infrastructure Expert	Masters Degree in Civil Engineering and must possess a minimum of 10 years' experience, with increasing levels of responsibility with experience in planning of Integrated Development Projects like Logistics Parks, FTWZ, SEZ, Industrial	Minimum 10 years of experience	Minimum 4 relevant projects including at least one for the Eligible Assignment

		Estates etc.		
5	Urban Planner	Masters in Urban Planning and must possess a minimum of 10 years' experience, with increasing levels of responsibility with experience in planning of Integrated Development Projects like Logistics Parks, FTWZ, SEZ, Industrial Estates etc.	Minimum 10years of experience	Minimum 4 relevant projects including at least one for the Eligible Assignment
6	Logistics expert:	Should have a Masters Degree in Logistics and Supply chain Management / Business Management and have an extensive experience in transport and logistics sectors. Experience in undertaking traffic / market studies, sector studies and strategies, feasibility studies, market assessments, logistics operations would be preferred. The expert should have relevant professional qualification and must possess a min. 10 years of experience, with increasing levels of responsibility.	Minimum 10 years of experience	Minimum 4 relevant projects.
7	Economic Expert	Should be an MBA (Finance) / Masters degree in Economics with relevant experience in working on econometric analysis and estimating econometric IRR for large scale planning and logistics infrastructure projects. and must possess a minimum of 10 years' experience, with increasing levels of responsibility	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, SEZ/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 project other than Eligible/Relevant projects as defined above will be ignored.
- All Eligible projects will be relevant projects but relevant projects cannot be Eligible projects.

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.

No.	Parameters	Marks																																												
1	<p>Firm Capabilities –</p> <p>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.</p>	20																																												
2	<p>CVs of key experts</p> <table border="1"> <thead> <tr> <th>Experts</th> <th>Marks</th> </tr> </thead> <tbody> <tr> <td>(1) Team Leader</td> <td>12</td> </tr> <tr> <td>(2) Industry Analyst (Market Expert) cum Financial Expert</td> <td>10</td> </tr> <tr> <td>(3) Transportation Expert</td> <td>06</td> </tr> <tr> <td>(4) Infrastructure Expert</td> <td>06</td> </tr> <tr> <td>(5) Urban Planner</td> <td>06</td> </tr> <tr> <td>(6) Logistics expert:</td> <td>05</td> </tr> <tr> <td>(7) Economic Expert</td> <td>05</td> </tr> </tbody> </table> <p>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.</p> <p>The CV of each key expert shall be evaluated based on the following methodology:</p> <p>a) General qualifications (20%) b) Relevant experience and adequacy for the assignment (80%)</p> <table border="1"> <tbody> <tr> <td>A. GENERAL QUALIFICATIONS</td> <td>20%</td> </tr> <tr> <td>A1. Technical qualifications</td> <td>10%</td> </tr> <tr> <td>A2. Professional experience</td> <td>5%</td> </tr> <tr> <td>A3. Training and publications</td> <td>5%</td> </tr> <tr> <td>B. ADEQUACY FOR THE ASSIGNMENT</td> <td>65%</td> </tr> <tr> <td>B1. Experience in similar capacity/ broad sector</td> <td>25%</td> </tr> <tr> <td>B2. Experience relevant to TOR/ Assignment</td> <td>30%</td> </tr> <tr> <td>B3. Overseas/ International experience</td> <td>10%</td> </tr> <tr> <td>C. FAMILIARITY WITH THE REGION</td> <td>5%</td> </tr> <tr> <td>C1. Experience in infrastructure project in India</td> <td>3%</td> </tr> <tr> <td>C2. Knowledge of local language and culture</td> <td>2%</td> </tr> <tr> <td>D. ASSOCIATION WITH THE FIRM</td> <td>10%</td> </tr> <tr> <td>D1. Full Time permanent staff</td> <td>6%</td> </tr> <tr> <td>D2. Years of association</td> <td>4%</td> </tr> </tbody> </table>	Experts	Marks	(1) Team Leader	12	(2) Industry Analyst (Market Expert) cum Financial Expert	10	(3) Transportation Expert	06	(4) Infrastructure Expert	06	(5) Urban Planner	06	(6) Logistics expert:	05	(7) Economic Expert	05	A. GENERAL QUALIFICATIONS	20%	A1. Technical qualifications	10%	A2. Professional experience	5%	A3. Training and publications	5%	B. ADEQUACY FOR THE ASSIGNMENT	65%	B1. Experience in similar capacity/ broad sector	25%	B2. Experience relevant to TOR/ Assignment	30%	B3. Overseas/ International experience	10%	C. FAMILIARITY WITH THE REGION	5%	C1. Experience in infrastructure project in India	3%	C2. Knowledge of local language and culture	2%	D. ASSOCIATION WITH THE FIRM	10%	D1. Full Time permanent staff	6%	D2. Years of association	4%	50
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3	<p>Quality of Approach and Methodology, and the Work Programme</p> <p>a) Technical approach and methodology 60% (18)</p>	30																																												

No.	Parameters	Marks
	b) Work plan, team organization and staffing 40% (12)	
	Total Marks	100

The offers where the technical bids, achieve a minimum score of 70% shall be taken up for further financial 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%.

4.3 EVALUATION OF FINANCIAL PROPOSAL

1. Financial proposals of Applicants who have obtained minimum 70% in the Technical Proposal 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 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 actual 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 reserves 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 to proceed with the work, etc. shall be discussed during negotiations.

4.5 EXECUTION OF AGREEMENT

THE CONSULTANT SHALL SIGN AN AGREEMENT IN THE FORM SPECIFIED AT SECTION-9 (“CONSULTANCY SERVICES CONTRACT AGREEMENT”), WITHIN 15 DAYS OF THE ISSUE OF LETTER OF AWARD (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.

SECTION - 5. GENERAL CONDITIONS OF CONTRACT (GCC)

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 up to maximum of 25% of 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.
- 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

90% of the payments for each milestone will be released within 45 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.

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 applicable 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 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 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 6.4.

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 Applicable 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 payments made by the client.

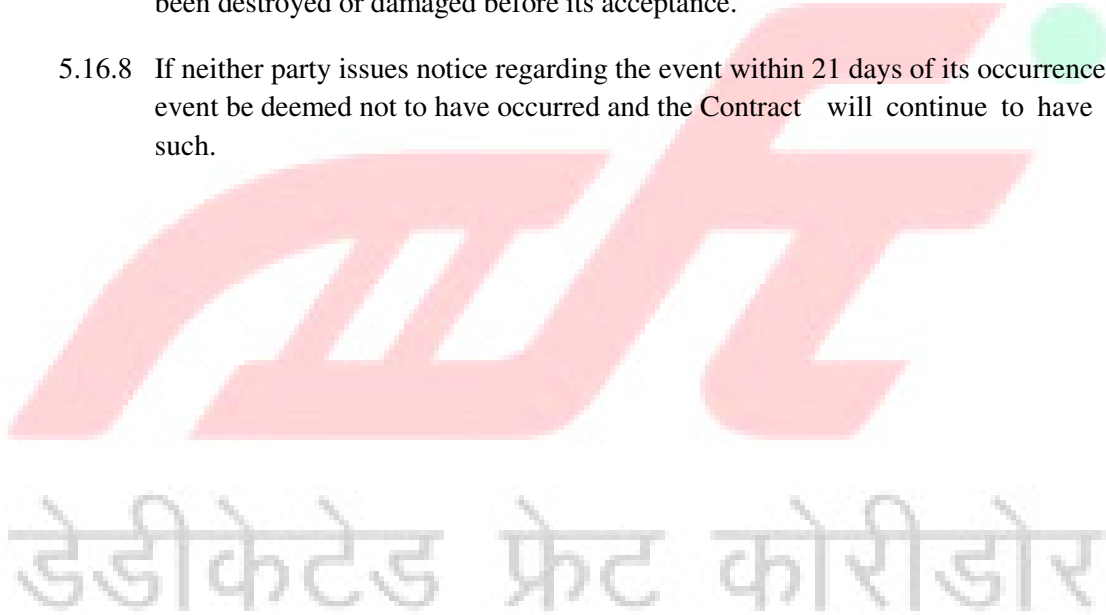
5.16 Force Majeure

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") , provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence of such an event 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.



SECTION - 6. SETTLEMENT OF DISPUTE

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 Managing Director 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.

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SECTION-7: 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 Madam/Sir,

Sub: RFP Application for Detailed Project Report for Common User Terminal at Pirthala (Haryana)

We, the undersigned, offer to provide the Project Consultancy Services for Dedicated Freight Corridor in accordance with your Request for Proposal Document. 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 is 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 - 3								
	Assignment -								

(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:

- 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							

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(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: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[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.]</i>
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<i>assignment]</i> [Please indicate a maximum of 15 projects that best demonstrate experience relevant to the assignment]	Name of assignment or project: _____ Year: __ Location: _____ Client: . Main project features: _____ Positions held: _____ Activities performed: _
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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 and authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

Name of Expert

Signature

Date

Name of Authorised Signatory

Signature

Date

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 (2008-09)	
Annual Turnover during the year 2 (2009-10)	
Annual Turnover during the year 3 (2010-11)	
Annual Turnover during the year 4 (2011-12)	
Annual Turnover during the year 5 (2012-13)	

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 designing and successfully implementing large 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 *conducting Project Consultancy Services for “Techno-economic feasibility study with Detailed Project Report for Common user terminal at Pirthala (Haryana) 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}

SECTION-8 – FINANCIAL PROPOSAL

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]

Mrs. Madhusmita Patra
 Jt. 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 Madam/Sir:

We, the undersigned, offer to provide the consulting services for Project Consultancy Services for conducting **Techno-economic feasibility study with Detailed Project Report for Common user terminal at Pirthala (Haryana) of Dedicated Freight Corridor in India** 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 up to expiration of the validity period of the Proposal, i.e. before the date indicated in section 3.6 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 Staff ¹				
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. $Remuneration = Staff\text{-month Rate} \times Input$.
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:

SECTION-9: CONSULTANT SERVICES CONTRACT AGREEMENT

This AGREEMENT (hereinafter, together with the General 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 _____, 2014, 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:.....

2. Signature:.....

Date:.....

Date:.....

Name:.....

Name:.....

Address:.....

Address:.....

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FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

Bank Guarantee:

Date: Dear

Sir,

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

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

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

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

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the

Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the client may have in relation to the Consultant's liabilities.

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

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

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

WITNESS

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

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

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

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