Procurement of:

General Consultant for Bengaluru Suburban Railway Project (BSRP)

13th April,2021

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

1St Floor, Samparka Soudha, Opp. Orion Mall, Dr Rajkumar Road, Bengaluru - 560010

Email: gmcivil1@kride.in

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall
Rajajinagar 1st Block, Bengaluru-560010
Tel: 91-6364890802, 6364890828
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JAMPALA SREENIVASULU
Digitally signed by JAMPALA SREENIVASULU
Date: 2021.04.16 18:56:06 IST

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B I D D I N G D O C U M E N T S

(through e-Tendering Mode)

For

General Consultant for Bengaluru Suburban Railway Project (BSRP)

IFB No: K RIDE/BSRP/03/2021 Date 13.04.2021

Employer: K RIDE (Rail Infrastructure Development Company (Karnataka) Limited)

#8, 1st Floor, Samparka Soudha,

Dr. Rajkumar Road, Opposite Orion Mall

Rajajinagar 1st Block,

BENGALURU

Tel – 91-6364890802, 6364890828
E Mail – gmcivil1@kride.in

K RIDE

NOTICE

FOR

INVITATION FOR BIDS

(IFB)

K RIDE

Rail Infrastructure Development Company (Karnataka) Limited

INVITATION FOR BIDS
(Through e-tendering mode)

Bid Notice No. ***K RIDE/BSRP/03/2021*** ***Date: 13.04.2021***

(KRIDE) RAIL INFRASTRUCTURE DEVELOPMENT COMPAN (KARNATAKA) LIMITED, having its Corporate office, at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India which is a Joint Venture of Government of Karnataka and Ministry of Railways, invites bids under **Single stage Two packet** system for the following contract package – "General Consultant for Bengaluru Suburban Railway Project (BSRP)***."***

CONTRACT PACKAGE IS AS UNDER

Sl. No.	Name of work	Estimated Cost (in ₹ Crs)	Bid Security	Period of Completion
I	**General Consultant for Bengaluru Suburban Railway Project (BSRP)**	**202,76,41,500/-**	**₹ 1,00,00,000/-**	**4 years plus 12 months O & M for the work**

NOTE :

1. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the Instruction to Bidders and Section 3 "Evaluation and Qualification Criteria" of the bid document.

2. Bids must be accompanied by a bid security as per Form (BDF/1) in Section 4 in any one of the forms as specified in the bidding documents and shall have to be valid for 42 days beyond the validity of the bid. Any bids received without bid security Declaration from in the stipulated format, shall be summarily rejected.

3. Non-filling of all the entries in requisite Bid forms / incomplete Bid submission will be considered non-responsive and such bids shall not be considered for further evaluation

4. Bidding Documents can be downloaded from K RIDE e-procurement portal i.e., https://kride.enivida.com from 13*/04/2021* and the bids can be submitted Online via e-procurement portal.

5. Please note that drawings and DPR, if any, referred to in the bid document, but not uploaded with the bidding document, can be downloaded through e-portal by Rs. 5,000/- (Rupees Five Thousand only) each.

6. It will be the responsibility of the Bidder who is submitting the bid on downloaded bidding documents to check and see any Addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all Addendum/Corrigendum.

7. In case of any clarification the tenderer can visit the Rail Infrastructure Development Company (Karnataka) limited Corporate Office Bengaluru at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010. Tel. No.+6364890802/6364890828.

8. **Special Provisions for Micro and Small Enterprises (MSMEs):** MSMEs registered with District Industries Centers/Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'Udyog Aadhaar' – The Online Portal of MSME/ Any other body specified by Ministry of MSME are exempted from the fee and proposal security for this tender.

9. **Purchase Preference to Make in India**: The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard. (Refer Annexure -I)

10. REGISTRATION:

a. Bidders are required to enroll on the e-tendering Portal (https://kride.enivida.com) with clicking on the link "Online bidder Registration" on the e-bid Portal by paying the Registration fee (inclusive of 18% GST) of ₹. 2360/- per year.

b. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts

c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.

d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India with their profile.

e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.

f. Bidders then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g. The scanned copies of all original documents should be uploaded on portal.

h. For any query regarding e-procurement contact helpdesk Number 8448288989/987/ 994 email: enividahelpdesk@gmail.com

11. SEARCHING FOR PROPOSAL DOCUMENTS

a. There are various search options built in the e-bid Portal, to facilitate bidders to search active proposals by several parameters. These parameters could include Proposal ID, Item/work id, Title, Date, etc

b. Once the bidders have selected the proposals they are interested in, the bidders can pay nonrefundable processing fee as per the table given below, by net-banking / Debit / Credit card and then download the required documents / Proposal documents etc. Once processing fee is paid, it will be moved to the respective “requested” Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is any addendum and corrigendum issued to the proposal document.

S. No	Particulars	Charges
1	Tender Processing fees payable by all Vendors per Tender/per work. Tax will applicable as per the government norms.	0.1% of Estimated cost put to tender Minimum Cap-₹750/- Maximum Cap₹-7500/-
2	For Non-Estimated cost-based tenders e-tendering Processing fee payable by all Vendors Per Tender/work. Tax will applicable as per the government norms	₹2500/- (Rupees Two Thousand Five Hundred only)

3	Registration Charges in E-Tendering website for K-Ride registered Contractors, other vendors/suppliers, etc. This covers e-Tender User Account, web space. (Payable annually by each contractor, vendor/supplier, etc.) Tax will applicable as per the Government norms.	₹.2000/- (Rupees Two Thousand only) per year

12. PRECAUTIONS FOR SUBMITTING / PREPRATION OF PROPOSALS THROUGH E TENDERING PORTAL

a. Bidder, in advance, should get ready the proposal documents to be submitted as indicated in the proposal document / schedule and generally, they can be in PDF /JPEG formats. Bid Original proposal documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.

b. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every proposal, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.

c. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for proposal submission process.

d. Bidder should log into the website well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the proposal submission time. Bidder will be responsible for any delay due to other issues.

e. The bidder has to digitally sign and upload the required proposal documents one by one as indicated in the bidding document.

f. The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the proposals by the bidders, opening of proposals etc. The bidders should follow this time during proposal submission.

g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using

buyers/bid opener public keys. Overall, the uploaded proposal documents become readable only after the proposal opening by the authorized proposal openers.

h. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful proposal submission acknowledgement & a proposal summary will be displayed with the unique id and date & time of submission of the proposal with all other relevant details.

i. The proposal summary has to be printed and kept as an acknowledgement of proposal submission.

13. **Last Date of Receipt and opening of Bids:** The completed Bids must be submitted through e-procurement Portal https://kride.enivida.com not later than 15.00 hrs on 31/05/2021 and shall be opened on the same date at 15.30 hrs. K-RIDE will not be responsible for any delays in the receipt of Bid by K-RIDE. Late bids (received after stipulated date and time of submission of bids) shall not be accepted under any circumstances. K-RIDE reserves the right to accept/reject any or all proposals without assigning any reason thereof.

14. Any suit or application, arising out of any dispute or differences on account of this bid shall be filed in a competent court at Bengaluru, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter

15. **Address for Communication:** Interested eligible Bidders may obtain further information from the following address:

General Manager (P&D),
Rail Infrastructure Development Company (Karnataka) Limited,
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall
Rajajinagar 1st Block, Bengaluru-560010
Tel +91-6364890802, 6364890828
E-mail: gmcivil1@kride.in

For any Query regarding e tendering portal/ Bid submission please contact helpdesk Number Email: enividahelpdesk@gmail.com
Mr. Vijaykumar - 91 8448288989

Annexure - I

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions**: For the purposes of this Order:

'*Local content*' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'*Local supplier*' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'*L1*' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'*margin of purchase preference*' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.

3. **Requirement of Purchase Preference :** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"

a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply".

b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";

   i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

   ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-

   i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

...Contd. p/3

ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.

iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

4. **Exemption of small purchases**: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content**: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

6. **Margin of Purchase Preference**: The margin of purchase preference shall be 20% .

7. **Requirement for specification in advance**: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content**:

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

Contd. p/4

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

   i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;

   ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

   iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. **Specifications in Tenders and other procurement solicitations:**

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

....Contd. p/5

e. For the purpose of sub-paragraph 10 c above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more that 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,

    a. reduce the minimum local content below the prescribed level;

    b. reduce the margin of purchase preference below 20%;

    c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

    A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership

    Secretary, Department of Industrial Policy and Promotion—Chairman
    Secretary, Commerce—Member
    Secretary, Ministry of Electronics and Information Technology—Member
    Joint Secretary (Public Procurement), Department of Expenditure—Member
    Joint Secretary (DIPP)—Member-Convenor

....Contd. p/6

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee.** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee

    a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities

    b. shall annually assess and periodically monitor compliance with this Order

    c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content

    d. may require furnishing of details or returns regarding compliance with this Order and related matters

    e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures

    f. may examine cases covered by paragraph 13 above relating to manufacture under licensed technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

    g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

PART I	Bidding Procedure

Section 1	Instructions to Bidders (ITB)

Section 1 Instructions to Bidders (ITB)

ITB Clause No Section 1	Reason for Summary Rejection	Form	Page No
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4.5	Non-submission of immediate information to the Employer in case the Bidder ceases to fulfil eligibility in terms of ITB Clause 4.3 & 4.4	-	26
14.9	Non-submission of the Letter of Price Bid (LPB) and/or Summary sheet of BOQ duly seal and signed	FIN-1 of Section 4	31
16.4	Non-submission of the Letter of Technical Bid (LTB) duly seal and signed	TECH-1 Section 4	32
19.3	Bid not accompanied by an enforceable and compliant bid security duly seal and signed	BDF/1 Section 4	33

K RIDE

Note:

The Bidders are advised to note the above reasons and take care of the same to avoid rejection of their bids.

Important Note:

With regard to the procedure for submission of bids, please refer to ITB Clause 21

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K-RIDE

A. GENERAL PROVISIONS

Instructions to Consultants

1. Scope of Bid

1.1 In connection with the Invitation for Bids indicated in the Bid Data Sheet (BDS), Rail Infrastructure Development Company (Karnataka) Limited (K RIDE), a Joint Venture of Govt. of Karnataka & Ministry of Railways, hereinafter referred to as the 'Employer', issues these Bidding Documents for the Procurement of Works as specified in Section 5: Terms of Reference. The name, identification, number of contract(s) are provided in the BDS.

1.2 Throughout these Bidding Documents:

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

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Bid Data Sheet, as they may be issued and in force from time to time.

(c) "Bidder" means the Consultancy or contractor.

(d) "Client / Employer" means the implementing agency that signs the Contract for the Services with the selected Consultant.

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

(f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in this clause (The General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(g) ""Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Client. It excludes the Client's official public holidays.

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

(i) "Government" means the government of the Client's country.

(j) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Bid Data Sheet, distributed or received through the electronic- procurement system used by the Client) with proof of receipt;

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(k) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular

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

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

(n) "ITB" (this Section 1 of the RFP) means the Instructions to Bidders that provides the Consultants with all information needed to prepare their Proposals.

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

(p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants.

(r) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(s) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

(t) Terms of Reference (TORs)" (this Section 5 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

(u) "ESHS" means Environmental, Social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety.

(v) "Agent" means is a person employed to do any act for another, or to represent another in dealings with third person.

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2. Source of Funds

2.1 The required funds have been sourced by K RIDE, unless otherwise specified in the BDS

3. Corrupt Practices

3.1 The Employer requires that consultants, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

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

(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to influence the action of any party in a procurement process or the execution of a contract;

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) will reject a Bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in Employer's activities, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing a contract of the employer.

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4. Eligible Bidders

4.1 A Bidder means any person or firm or company, including any member of a consortium or joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders started hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. The bidder must ensure the following:

(a) In case of Single Entity:

(i) Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.

(b) In case of Joint Venture/ Consortium:

(i) The number of partners in the JV/ Consortium shall not be more than that indicated in the Bid Data Sheet (BDS);

(ii) Submit MOU, as per the form given in Section 4.

(iii) The JV/ Consortium shall nominate a Representative (Lead Partner) through Power of Attorney (Form given in Section 4) who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV/ Consortium during the bidding process and, in the event the JV/ Consortium is awarded the Contract, during contract execution.

(iv) Submit Power of Attorney by individual partners to lead partner as per the form given in Section 4.

(v) In case a Joint Venture/ Consortium is the successful bidder, the Joint Venture/ Consortium Agreement should be submitted along with the Performance Security to the employer after notification of the award of contract within 28 days.

(vi) The lead member as aforesaid shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint venture/Consortium and the entire execution of the contract.

(vii) All members of the Joint venture/Consortium shall be Jointly and severally responsible for the execution of the Contract.

(viii) Change in constitution or percentage participation of JV/Consortium shall not be permitted at any stage after submission of bids.

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(c) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

(d) "Bidder from a country which share a land border with India" for the purpose of this Order means: -

1. An entity incorporated, established or registered in such a country; or
2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or
7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(e) The beneficial owner for the purpose of above clause will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one

or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

The Bidder shall submit a Certificate stating that they have read the above clause using the appropriate Performa given in Form TECH 10 and/or TECH 11 in Section 4.

4.2 Bidders having a conflict of interest shall be disqualified. The conflict of interest is detailed below

4.3 A Bidder or any of its constituents shall not have conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process, if, including but not limited to:

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or

(e) any firm, either individually or in Joint Venture (JV)/ Consortium, submits more than one offer irrespective of whether the firm is quoting against this bid. The bids submitted by two different bidders, having any common participant in JV/ Consortium formation or any common partner in partnership firms, or an individual will be treated as having conflict of interest or

(f) a bidder who is Sub-Consultant to another bidder will be treated as having conflict of interest. However, this does not limit the inclusion of the same sub- consultant in more than one bid.

(g) a Bidder participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Bid; or

(h) a Bidder was affiliated for any period(s) during last two years before the date of issue of Invitation for Bids with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

4.3.2 Conflict of Interest:

K-RIDE requires that Consultants provide professional, objective and impartial advice and at all times hold the Client's interest's paramount, avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be recruited 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 recruited under any of the circumstances set forth below:

i) If a consultant combines the function of consulting with those of contracting and/or supply of equipment and/or supply of services other than consulting; or

ii) If a consultant is associated with or affiliated to a contractor or manufacturer for this project; or

iii) If a Consultant is owned by a contractor or a manufacturing firm with departments or design offices offering services as Consultants. The Consultant should include relevant information on such relationships along with a statement in the Proposal cover 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 five years, that may emerge from this assignment (including bidding for any part of the future project). The Consultant selected to undertake this assignment will give an appropriate undertaking to such effect, while signing the agreement; or

iv) 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.

A Consultant cannot be recruited 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 or to proof check the designs for the same project. Similarly, a Consultant assisting a client in privatization of public assets shall neither 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.

There are generally 3 types of consultancy services in K RIDE i.e.

(i) Pre-Investment studies (PETS & Bankability Studies),

(ii) Detailed Engineering & Design (FLS & DDE) and

(iii) Project Implementation (PMC).

If a consultancy firm has carried out pre-investment studies mentioned in (i) above, there may be advantage for appointing the same firm to carry out the consultancy mentioned in (ii) and (iii) above. Hence there is no conflict of interest involved for a firm doing the consultancy for (i) and/or (ii) and/or (iii)

4.3.2.1 If a Consultant submits or participates in more than one Proposal, such a Consultant shall be disqualified.

4.3.3 Unfair Competitive Advantage

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

4.3.4 Proposal Validity

4.3.4.1 The Data Sheet indicates how long the Consultants' Proposals must remain valid after the submission date.

4..3.4.2 The Employer will make its best effort to finalise the Contract within this period. In exceptional circumstances, the Employer may request Consultants to extend the validity period of their Proposals. The request and the responses shall be made in writing. In case Consultant extends validity of their proposal, the bid security as furnished in accordance with ITB Clause 19, shall also be extended upto the date mentioned in the letter of request for extension. Consultants have the right to refuse to extend the validity period of their Proposals.

4.3.3 **Participation of Government Employees:**

Restrictions for Public Employees

Government officials and civil servants of the Recipient's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

(i). the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

(ii). their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Recipient.

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4.4 **The bidder shall be disqualified if**:

(a) The bidder or any of its constituents and/or sub-consultant included in the bid have been blacklisted/ banned business dealings for all Government Departments or by Ministry of Railways or by K RIDE at any time till finalization of bids, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.

(b) Any previous contract of the bidder or any of its constituents had been terminated for bidder's failure or part terminated for its failure as a JV/ Consortium partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd.(K-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs at any time starting from 3 years before the deadline for submission of bids and upto one day before the date of opening of price bids;

Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by Rail Infrastructure Development Company

(Karnataka) Ltd/)/ Government of India and its PSUs/ Government of Karnataka and its PSUs. or such termination of the Contract has not been revoked by Rail Infrastructure Development Company (Karnataka) Ltd)/ Government of India and its PSUs/ Government of Karnataka and its PSUs or competent authority of K-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs has not passed an order of non-applicability of disqualification of the bidder or any of its constituents despite such termination.

(c) The bidder or any of its constituents has been imposed delay damages of 5% or more of contract value by K-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned from the date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and K RIDE has acceded to the same in the interest of the project or the work under the previous contract in question has not been completed before the deadline for submission of bids, unless imposition of such delay damages has been set aside by the Competent Authority.

(d) The bidder or any of its constituents:

(i) has suffered bankruptcy/insolvency or

(ii) is in the process of winding-up or

(iii) has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process

On the deadline of submission of bids or thereafter till finalization of bids.

(e) The bidder is found ineligible by the Employer, in accordance with ITB-3.

(f) The bidder or its constituent(s) has been declared by K-RIDE/)/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids.

OR

The bidder or its constituent(s) has been declared by K-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer at any time after the deadline for submission of bids and upto one day before the date of opening of price bids.

(g) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of

Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.

The Bidder shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Proforma given in form TECH 9 in Section 4. Non-submission of an affidavit by the bidder shall result in summary rejection of his bid.

4.5 Consultants shall immediately inform the Employer in case they cease to fulfill eligibility in terms of ITB Clause 4.3 & Clause 4.4. In case the bidder fails to inform the Employer or submits a false affidavit, his bid shall be summarily rejected and bid security shall be forfeited. The bidder shall also be liable for Banning of Business dealings for a period up to five years.

5 Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract shall be from the approved sources as specified in Section 5: Terms of Reference.

B. Contents of Bidding Document

6 Sections of Bidding Document:

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6.1 The Bidding Document consists of Parts I, II and III, which includes all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART I: Bidding Procedures

Section 1: Instructions to Bidders (ITB) for submission of bids through e procurement

Section 2: Bid Data Sheet (BDS)

Section 3: Evaluation and Qualification Criteria (EQC)

Section 4: Bidding Forms (BDF)

PART II: Terms of Reference

Section 5: Terms of Reference (TOR)

PART III: Conditions of Contract and Contract Forms

Section 6: General Conditions of Contract (GCC)

Section 7: Special Conditions of Contract (SCC) –

Section 8: Contract Forms (COF) – Annexes to SCC

Section 9: Bill of Quantities (BOQ)

6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.

6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

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7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB Clause 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB Clause 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB Clause 8 and ITB Clause 22.2.

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. The costs of visiting the site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS, either in person or through video conferencing. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB subclause 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB clause 8 and not through the minutes of the pre-bid meeting.

7.7 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be made available on the website (enividha portal).

8.3 Provisions in addenda shall take priority over the Bid Documents issued previously. Bidders should acknowledge receipt of such addenda and list them in the bid submittal.

8.4 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 22.2

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied

by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise of Bid Security/Bid Security Declaration, Technical Bid and Price Bid. The Bidder shall submit the bid through e procurement portal.

11.2 On the stipulated date of opening of bids, initially, only the Technical Bids are opened through e procurement portal of K RIDE. The Technical Bids shall be evaluated by the Employer in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Technical Bids would be permitted after the opening of technical bids.. Bids with Technical Bids which do not conform to the specified requirements will be rejected as deficient Bids.

11.3 Price Bids of technically compliant Bids shall be opened through e procurement portal of K RIDE. Bidders who are declared qualified in the technical bid evaluation their price bid shall be opened at a date and time advised by the Employer. The Price Bids are evaluated and the Contract is awarded to the Bidder whose Bid has been determined to be substantially responsive Bid as set out in Section 3

11.4 The Technical Bid shall contain the following :

i. Scanned copy of Letter of Technical Bid in accordance with ITB Clause 16;

ii. Scanned copy of Bid Security/Bid Security Declaration form (Section 4), in accordance with ITB Clause 19;

iii. Scanned copy of alternative Technical Bid, if permissible, in accordance with ITB Clause 13;

iv. Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 20.2;

v. Scanned copy of documentary evidence in accordance with ITB Clause 17 establishing the Bidder's qualifications to perform the contract;

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

vii. Scanned copy of any other document required in the BDS.

11.5 The Price Bid shall contain the following:

(a) Scanned copy of Letter of Price Bid and

(b) Filled/completed schedules as required including Bill of Quantities (list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts**)** in accordance with ITB Clauses 12, and 14 should be submitted through e-procurement portal only;

(c) Online alternative Price Bid corresponding to the alternative Technical Bid, if permissible, in accordance with ITB Clause 13; and

(d) Reimbursable expenses indicated in Bid Data Sheet

(e) any other document required in the BDS.

12. Bid Letters and Price Schedules

12.1 The Bidder shall submit the Technical Bid and the Price Bid online through e procurement portal using the appropriate formats furnished in Section 4: Bidding Forms. These Forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit, as part of the Price Bid, the Schedules, including the Bill of Quantities through e-procurement portal only.

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13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

13.2 When alternative periods for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different periods for completion.

14. Bid Prices and Discounts

14.1 The prices quoted by the Bidder in the Letter of Price Bid (LPB) and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bill of Quantities comprises of one item ie Item no.1 pertaining to provision of services for fulfillment of the entire scope of work during the scheduled contract period and for this item the bidders are required to quote lumpsum rates in figures as per format in the Bill of Quantities (BOQ)**.**

14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB Clause 12.1, shall be the total price of the Bid.

14.4 The Bidder shall quote any unconditional discounts and the methodology for their application (the discounts, and the methodology of their application, should be quoted on prices quoted in the bid) so that the discounts can be evaluated by simple

arithmetic calculation during financial evaluation of the bids, to arrive at the net total price of the bid. If the net total price cannot be calculated after application of the methodology of the discount(s) quoted, the bid shall be considered as incomplete and will be rejected) in the Letter of Price Bid, in accordance with ITB 12.1. However, any conditional discount if any offered for award of contract has to be quoted separately.

The Bidder can modify its bid and resubmit it any number of times through e procurement portal before the deadline for submission of bids. Any other correspondence in connection with the bid is not permissible and shall not be considered in bid evaluation.

14.5 Unless otherwise provided in the BDS and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightings for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data.

14.6 If so, indicated in ITB 1.1, bids are being invited. Bidders wishing to offer any price reduction for the award of Contract shall specify in their bid the price reductions. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the bid for the contract is submitted and opened at the same time.

14.7 The price shall include cost of all key personnel, remuneration, support staff, office expenses, travel, accommodation, printing and stationery, over heads and any other costs incidental towards the Contract. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause (including standard specifications), including for the Good and Services Tax applicable on the services provided by the Consultant, as on the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

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14.8 Bidders should note that during the progress of the works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14.15 of the General Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for imported items.

14.9 Bidder should note that non-submission of the Letter of Price Bid (LPB) and BOQ by the Bidder shall result in summary rejection of his bid.

15. Currencies of Bid and Payment

15.1 The bidder shall quote the unit rates and the prices entirely in the Indian Rupees.

16. Documents Comprising the Bid

16.1 The Bidder shall furnish a commitment in Letter of Technical Bid (LTB) for deployment of equipment and personnel as stipulated in Section 3: Evaluation and Qualification Criteria and Section 5: Work's Requirement.

16.2 Deleted.

16.3 The Bidder shall furnish a commitment in Letter of Technical Bid (LTB) for adhering to mobilization as stipulated in Section 3: Evaluation and Qualification Criteria and Section 5: Terms of Reference.

16.4 Bidder should note that non-submission of the Letter of Technical Bid (LTB) by the bidder shall result in summary rejection of his bid.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish its qualifications to perform the Contract in accordance with Section 3: Evaluation and Qualification Criteria, the Bidder shall submit as part of its technical Bid the information requested in the corresponding information sheets included in Section 4: Bidding Forms.

17.2 Domestic Bidders, individually or in joint ventures/Consortium, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility.

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18. Period of Validity of Bids

18.1 Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by the employer. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

18.2 In exceptional circumstances, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended upto the date mentioned in the letter of request for extension. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid.

19. Bid Security

19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, either a Bid-Security Declaration or a bid security as specified in the BDS. In the case of a bid security, the said amount and currency in Indian Rupees shall be as specified in the BDS.

19.2 If a Bid-Security Declaration is required as per ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, if the Bid-Security Declaration is executed

19.3 The bid security shall be, at the Bidder's option, in any of the following forms:

(a) A Cashiers or Banker's certified cheque or Bank draft drawn on a Scheduled/Nationalized Bank in India in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bangalore;

or

(b) An unconditional bank guarantee using the Form BDF/1 given in Section 4: Bidding Forms. The bank guarantee shall be from a bank having minimum net worth of over ₹ 5000 million from the specified banks as under:

(i) a Scheduled Bank in India, or

(ii) a Foreign Bank having their operations in India, or

(iii) a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by State Bank of India,

(c) The Scheduled Bank issuing the Bank Guarantee must be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be invariably sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.

Further, the Bid Security in Original form along with a copy of "MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report" sent by the BG issuing Bank Sealed in an envelope shall be submitted ,as stated in ITB 21.1
The Issuing Bank shall send the SFMS to:

Beneficiary: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)
Bank Name: Canara Bank
Branch: Prime Corporate Branch
Account No. 0430201012110
IFSC Code: CNRB0002636

The bid security shall be valid upto the date as mentioned in BDS, or upto the date mentioned in the letter of request for extension, if any under ITB 18.2.

In case the bidder has opted for Bid security in the form of an unconditional Bank Guarantee, the bidder should upload the scanned copy of Bank Guarantee with the bid. The original Bank Guarantee should be delivered in person to the official

nominated as indicated in the bid data sheet within 5 working days of deadline of submission of bids. Non submission of scanned copy of Bank Guarantee with the bid on e-procurement portal and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.

19.4 Unless otherwise specified in the BDS, any bid not accompanied by an enforceable and compliant bid security, or Bid-Security Declaration as required in accordance with ITB 19.1, shall be summarily rejected by the Employer as non-responsive.

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder"s furnishing of the performance security pursuant to ITB 41. However, bid security of those bidders who have not been technically qualified shall be returned after opening of financial bid.

19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited or the Bid Security Declaration executed, if:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bids, except as provided in ITB Clause 18.2 or

(b) if a Bidder misrepresents or omits the facts in order to influence the procurement process;

(c) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 40;

(ii) furnish a performance security in accordance with ITB 41;

(iii) accept the correction of its Bid Price pursuant to ITB 32.2; or

(iv) furnish a domestic preference security if so required.

(d) if the undertaking of the affidavit submitted by the bidder or its constituents in pursuance to ITB clause 4.4 or any of the declarations of Letter of Bid or Letter of Price Bid submitted by the bidder has been found to be false at any stage during the process of bid evaluation.

19.8 The Bid Security of a JV/ Consortium shall be in the name of the JV/ Consortium that submits the bid **or the lead member of the JV/Consortium**. If the JV/ Consortium has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent/ of JV/ Consortium mentioned in ITB Clause 4.1. If the Bid-Security Declaration is required as per ITB 19.2, the Bid-Security Declaration of a Joint Venture shall be in the name

of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Security Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1

20. Format and Signing of Bid

20.1 The Bidder shall submit Technical Bid and the Price Bid as described in ITB Clause 11 through e procurement portal of K RIDE

20.1.1 The Bid shall be digitally signed by using class-III digital signature of a person who is dully authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If either the Letter of Technical Bid or Letter of Price Bid or Bid-Security Declaration (if applicable) is not signed, the Bid shall be rejected. All pages of the bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

20.1.2 If the Bid is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.

20.1.3 If the Bid is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the bid; Alternatively, it shall be signed by all the partners.

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20.1.4 If the Bid is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Bid.

20.1.5 If a Bid is submitted by a Joint venture/Consortium, each firm in the Joint venture/Consortium shall furnish the evidence admissible in law /Power of Attorney to sign the Form of Bid and Lead member as stated in MoU shall sign the bid documents for submission of Bid.

20.2 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

20.2.1 All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be written below their signatures.

20.2.2 In case of GPA, it should contain authority given by the Board of Directors that GPA is for the signatory of the bid with full powers. The said GPA should have come into force prior to the date of submission of Bid.

D. Submission and Opening of Bids

21 Submission of Bids

21.1 The Bidder shall submit the Technical bid, Price bid and the Bid Security/Bid Security Declaration through e procurement portal of K-RIDE i.e https://kride.enivida.com. The original of the Technical Proposal, which will contain all Forms of Section 4 except Forms FIN-1 and BOQ : Section 9 envisaged in the Bid and all other relevant data specified in the Bid documents.

The Price Bid, to be submitted through e-procurement portal only. This "PRICE BID" will contain only Forms FIN-1 of Section 4 & BOQ of Section 9 as envisaged in Bid and all other relevant data specified in this Bid documents. All forms should be typed on Consultants' letter head in the exact format of the Forms**.**

The above forms should be scanned and submitted through e-procurement portal of K-RIDE.

21.2 Deleted

21.3 Deleted

21.4 Deleted.

21.5 Deleted.

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21.6 No details about price proposal shall be disclosed directly or indirectly in the technical proposal failing which the bid shall be rejected

22 Deadline for Submission of Bids

22.1 Bids must be received by the Employer through e-procurement portal i**.e https://kride.enivida.com o**nly, not later than the date and time indicated in the BDS.

22.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB Clause 8, in which case all rights and obligations of the Employer and Bidders subject to the previous deadline shall thereafter be subject to the deadline as extended.

23 Late Bids

23.1 The e-procurement portal cannot accept any bid once the deadline for the tender submission has lapsed.

24 Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, or modify its bid after it has been submitted through e-procurement portal before the deadline for submission of bid.

24.2 Deleted.

24.3 No bid may be withdrawn, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

25 Bid Opening

25.1 The Employer shall conduct the opening of Technical Bids through' e-procurement portal of K-RIDE i**.e https://kride.enivida.com.**

25.2 The Price Bid will remain unopened and will be held in the custody of the employer until the time of opening of the Price Bids. The date and time of the opening of Price Bids will be announced through e-procurement portal

25.3 Deleted

25.4 Deleted

25.5 Deleted

25.6 Deleted

25.7 Deleted

25.8 At the end of the evaluation of the Technical Bids, the Employer will intimate bidders who have submitted substantially responsive Technical proposals and who have been determined as being qualified for award to attend the opening of the price Proposals. The date and time, of the opening of Price Bids will be advised through email/e-procurement. Bidders shall be given reasonable notice for the opening of Price Bids.

25.9 The Employer will notify Bidders in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Bidding Document and who have been determined as being not qualified as a result of evaluation of technical proposal and their Price Bid shall not be opened. The Bid security of the bidders shall be returned as per due process.

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25.10 The Employer shall conduct the opening of Price Bids through e-procurement portal of K-RIDE i.e. **https://kride.enivida.com** of all Bidders who have submitted substantially responsive Technical Bids and who have been determined qualified as a result of technical evaluation.

The Employer shall conduct the opening of Price Bids through e procurement portal of K-RIDE i.e. **https://kride.enivida.com** of all bidders who submitted substantially responsive Technical Bids and who have been determined qualified as a result of technical evaluation.

E. Evaluation and Comparison of Bids

26 Confidentiality

26.1 Information relating to the examination, evaluation & comparison, pre-qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the examination, evaluation & comparison and pre-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

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26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so only through e-procurement portal.

27 Clarification of Bids

27.1 To assist in the examination, evaluation & comparison and pre-qualification of the Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB Clause 32.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

28 Deviations, Reservations, and Omissions

28.1 During the evaluation of bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

29 Determination of Responsiveness

29.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB Clause 11.

29.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

29.3 The Employer shall examine the technical aspects of the bid submitted in accordance with ITB 16, Technical Bid, in particular, to confirm that all requirements of Section 3 (Evaluation and Qualification criteria) and Section 5 (Terms of Reference) have been met without any material deviation or reservation.

29.4 The evaluation of the technical bid shall be done in accordance with the Qualification and Evaluation Criteria described in Section -3 –

29.5 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

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30 Nonconformities, Errors, and Omissions

30.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformities in the bid that do not constitute a material deviation, reservation or omission.

30.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

31 Pre-Qualification of the Bidder

31.1 The Employer shall determine to its satisfaction during the evaluation of Bid whether Bidders are qualified to perform the Contract satisfactorily.

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 17, to clarifications in accordance with ITB Clause 27 and the qualification criteria indicated in Section 3: Evaluation and Qualification Criteria. Factors not included in Section 3: Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.

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31.3 An affirmative determination of technical bid shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Proposal to the Bidder.

32 Correction of Arithmetical Errors and Omissions in Bid and Evaluation of Bid Price -

32.1 Deleted

32.2 If the Bidder who is being considered for the award of work in accordance with the stipulated evaluation criteria that has submitted the lowest evaluated bid does not accept the correction of errors and omissions, its bid shall be disqualified and its bid security shall be forfeited.

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes the currencies of the bid shall be converted into Indian Rupees as stated in BDS.

34 Purchase Preference

34.1 Unless otherwise specified in the BDS the Purchase Preference shall not apply.

34.2 Unless otherwise specified in the BDS the Domestic Preference shall not apply.

35 Evaluation of Bids

35.1 The Employer shall evaluate Price Bids for which the Technical Bids have been determined to be substantially responsive and for the bidder who fufill all the elements of minimum eligibility criteria as stipulated in section 3- Qualification and Evaluation. The Employer shall use the criteria and methodologies listed in Section 3. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate the Price Bid, the Employer shall consider the following:

(a) the bid price;

(b) price adjustment for correction of arithmetic errors and omissions in the price bid in accordance with ITB 32.2;

(c) Application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

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35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

35.4 The methodology for evaluating the price bids is specified in Section 3 (Evaluation and Qualification Criteria).

35.5 If the bid, which results in the lowest Evaluated Bid Price is substantially on lower side and/or seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security as under:-

a) If overall price quoted by the L1 bidder is below the engineer's estimated price by more than 10% and the difference between overall price quoted by the L1 and L2 is more than 5% of the estimated price, then the bid price of L1 bidder shall be treated as substantially on lower side and such bidder shall be bound to furnish additional performance security equal to the (0.9x engineer's estimated price – L1 price) or (0.95 x L2 price – L1 price) whichever is lower,

on this account. Example below demonstrates the method of calculation to arrive at additional performance security:

Suppose overall price quoted by the L1 bidder is 17% below the estimated price and the overall price quoted by L2 bidder is 8% below the estimated price. In this case the overall price quoted by the L1 bidder is lower by more than 10% of the estimated price and also the difference between overall price quoted by the L2 and L1 bidder is more than 5% of the estimated price, hence the L1 bidder shall be required to furnish additional performance security for an amount equal to

{0.9 x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.07 x engineer's estimated price} = 7% of engineer's estimated price or {0.95 x (1-8/100) x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.044 x engineer's estimated price} = 4.4% of engineer's estimated price; whichever is lower.

As per the above L1 bidder shall be required to submit additional performance security of 4.4% of engineer's estimated price.

b) If for any bill/ schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 15% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price. Example below demonstrates the method of calculation to arrive at unbalanced price and additional performance security:

Suppose for the L1 bidder overall % age difference between quoted contract price and the engineers estimated price;

(Overall contract price – Overall estimated price) x 100 ÷ overall estimated price = + 4 %

Maximum % age below permitted over estimated price of any bill / schedule in this case = +4 – 15 = -11%

Suppose for the L1 bidder has quoted 20% below estimated price of schedule "A" then the pricing of the schedule A shall be treated as unbalanced and the bidder shall be required to furnish additional performance security for an amount equal to (20 – 11) % of the estimated price of schedule A.

36 Comparison of Bids

36.1 The Employer shall compare all substantially responsive bids to determine the highest combined score, in accordance with ITB 35 and Section 3, and shall rank the Bidders based on their Combined Score with highest combined score ranked 1st; 2nd highest ranked 2nd and so on.

37 Employer's Right to Accept Any Bid, and to Reject Any or All Bids

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

(F) Award of Contract

38 Award Criteria

38.1 Negotiations are not normally permitted. However if the competent authority is of the view that the negotiations should be held for any valid reasons the same shall be held at the address indicated in the Bid Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign the Contract on behalf of the Consultant

38.2 Negotiations with the bidders being considered for the award of work
The bidder found successful in accordance with the Section-3 - Qualification and Evaluation criteria, shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the bidder under this bidding document and to discuss issues such as availability and deployment of Key Expert(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may be resorted to.

38.3 If any of the Key Expert(s) of the successful bidder, other than the Team Leader, scores less than 70% of the maximum marks allotted to its category, then the concerned Key Expert will have to be replaced with a Key Expert(s), during negotiations, with Key Expert(s) whose score will be minimum 70% or more in accordance with the stipulated qualification and evaluation criteria for its category(s). The Employer shall intimate the concerned bidder for the replacement of rejected Key Expert(s) at the time of inviting the bidder for negotiations and the Key Expert(s) who is/are rejected shall have to be replaced by the bidder within 15 days of issue of such communication from the Employer with another Key Expert(s) whose score will be at least 70% or more in accordance with the stipulated qualification and evaluation criteria for its category(s).

38.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of

time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate

38.4.1 Technical Negotiations:

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

38.4.2 **Financial Negotiations:**

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

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

38.5 In case the bidder fails to reconfirm its commitment and/or fails to replace the Key Expert(s) as indicated in clause 38.2 and 38.3, its bid shall be disqualified and next eligible bidder in the ranking shall be invited for negotiations

38.6 The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the highest combined score subject to ITB 38.6 below. In case of more than one bids are evaluated to have equal combined score the one having the highest Technical score will be declared as substantially responsive to the bidding document.

38.7 The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 3: Evaluation and Qualification Criteria are still being met by the Bidder whose offer has been determined to be the highest combined score. A Bid shall be rejected if the qualification criteria as specified in Section 3: Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the highest combined score. In this event the Employer shall proceed to the next highest combined score to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

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

38.9 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations

39 Notification of Award

39.1 The Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Bid Data Sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted by the Competent Authority at K RIDE's Corporate Office at Bangalore. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract**.**

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39.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

40 Signing of Contract

40.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

41 Performance Security

41.1 The successful bidders shall have to submit a Performance Guarantee (PG) Within twenty-one (21) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 days upto 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However a penal interest of 12% of per annum shall be charged for the delay beyond

21 days, i.e. From 22nd day after the date of issue of LOA. Further if the 60th day happens to be declared holiday in the office of K-RIDE, submission of PG can be accepted on the next working day.

In all other cases if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminate. In case contract is terminated K-RIDE shall be entitled to forfeit the Bis security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a startup recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for the work.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

41.3 The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.

42 **Jurisdiction of Courts**

The bidding process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Bid Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the bidding process.

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43 **Special Provisions for Micro and Small Enterprises (MSEs):** MSEs registered with District Industries Centers/ Khadi and Village Industries Commission/ Khadi and Village Industries Board/Coir Board/ National Small Industries Corporation/ Directorate of Handicraft and Handloom/ 'Udyog Aadhaar' – The Online Portal of MSME/ Any other body specified by Ministry of MSME are exempted from the payment of Bid security/Bid security Declaration for this tender.

44 The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard.(Refer Annexure-I of IFB)

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Section 2	Bid Data Sheet (BDS)

Section 2 | Bid Data Sheet (BDS)

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I – Instructions to Bidders.

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K RIDE

A. Introduction

ITB 1.1	The number of the Invitation for Bids is*:* ***K RIDE/BSRP/03/2021*** ***Date: 13/04/2021***
ITB 1.1	The Employer is: K RIDE (**Rail Infrastructure Development Company (Karnataka) Limited), Bangalore**
ITB 1.1	The name of the work is General Consultant for Bengaluru Suburban Railway Project (BSRP).
ITB 4.1(b)(i)	No. of partners: 3
ITB 4.1 (e)	Add the following to this clause NON SUBSTANTIAL PARTNERS IN CASE OF JV/CONSORTIUM (i) Lead partner must have a minimum of 50% participation in the JV/Consortium. (ii) Partners having less than 25% participation will be termed as non-substantial partner and will not be considered for evaluation which means that their credentials shall not be considered for the evaluation. (iii)Partners having 25% or more percentage participation shall be termed as substantial partner (iv) In case of JV/Consortium, change in constitution or percentage participation shall not be permitted at any stage after the bid submission otherwise the bidder shall be treated as non-responsive. (v) The bidder, in case of JV/Consortium, shall clearly and unambiguously define the role and responsibilities for each substantial/non-substantial partner in the MoU for JV/JV agreement submitted as per Form JV/4 and JV/5, providing clearly that any abrogation/subsequent re- assignment of any responsibility by any substantive/non-substantive partner of JV/Consortium in favor of other JV/Consortium partner or any change in constitution of partners of JV/Consortium (without written approval of Client) from the one given in MOU/JV agreement at tender stage, will be treated, as 'breach of contract condition' and/or 'concealment of facts' as the case may be and acted accordingly.
ITB 4.1 (f)	A Subsidiary Company, registered/incorporated in India, for the purpose of meeting the eligibility criteria, may utilize the financial and technical credentials of their parent/holding company having not less than 90% share in the subsidiary company. This will be subject to submission of an undertaking by the parent company that they will be providing the financial and technical back-up for the completion of the works in the subject bid by the bidder and also will be wholly responsible for the services required to be rendered as per the scope of work in the subject bid. In such case the bidder shall submit necessary documents to substantiate the shareholding of parent /holding company in the subsidiary Company.

ITB 4.3.3.1	RITES Limited have prepared the Detailed Feasibility Report/DPR for this project. The same report is available for downloading by all bidders on payment of ₹ 5000 on the enividha portal
ITB 5.1	Clause 5 not applicable

B. Bidding Documents

ITB 7.1	For clarification purposes only, the Employer's address is General Manager (P&D), K RIDE (Rail Infrastructure Development Company (Karnataka) Limited) #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010 Tel +6364890802/6364890828 The clarifications/replies to the pre-bid queries shall be made available on the website https://kride.enivida.com only.
ITB 7.4	**A Pre-Bid meeting is schedule on the following date, time and venue:** **Date: 03/05/*2021*** ***Time: 11.30 hrs*** **Venue:** #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010 Tel +6364890811 The pre-bid meeting may also be attended through video conferencing (VC), the Prospective Consultants who wish to join the Video Conferencing shall send a request email on the email id (i.e. **gmcivil1@kride.in)** by 30th April 2021 up to 15:00 hours IST so that a link for Video Conferencing can be sent by KRIDE. Please note that the request received from the prospective Consultant (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They should also mention the email id through which VC is desired to be joined. KRIDE may allow maximum of two email Ids for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC may not be entertained by KRIDE. Prospective Consultants will be able to join the VC through the link provided to them on Email ID. During this pre- Proposal meeting, prospective Consultants may request clarification of the Consultancy requirement or any other aspects of the RFP Document.
ITB 8.2	The addendum / corrigendum to the bid documents, if any, shall be made available on the website https://kride.enivida.com and K-RIDE website only.

C. Preparation of Bids

ITB 10.1	The language of the bid is: **English**
ITB 11.2	Alternative technical solutions **are not** permitted.
ITB 11.4 (vii)	Checklist as per Form No. 2 given in Section 4: Bidding Forms
ITB 11.4	The following documents shall also be submitted with the Technical bid: The Technical Proposal shall comprise, in addition to the Standard Forms provided in Section 4 of the RFP, the following documents: a. Power of Attorney to sign the proposal b. Summary of Information of Proposed Key Experts including their CV Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements
ITB 13.1	Alternative bids **are not** permitted.
ITB 13.2	Alternative times for completion **are not** permitted.
ITB 14.8	Not Applicable.
ITB 14.7	**Replace Sub-Clause ITB 14.7 by following:** The price shall include cost of all key personnel, remuneration, support staff, office expenses (other than rent which shall be paid by K-RIDE), travel (reimbursable as per Appendix B of SCC), accommodation (reimbursable as per Appendix B of SCC), printing and stationery, over heads and any other costs incidental towards the Contract. All duties, taxes, royalties, cess and other levies payable by the Consultant under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder including Good and Services Tax (GST).
ITB 15.1 & ITB 33.1	The unit rates and the prices shall be quoted by the bidder entirely in **Indian Rupees (INR).**
ITB 4.3.4 & 18.1	The bid validity period shall be 180 **(One hundred and eighty only)** days from the Bid Submission dead line Date.

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ITB 19.1	The Bidder should submit along with the bid, Bid-Security as mentioned in the notice for invitation of Bids.
ITB 19.2	Not Applicable
ITB 20.1.1	Add the following to this clause: The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) In case of Private/Public Companies, a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted. (b) In case of proprietorship bidders, Power of Attorney by the Proprietors. (c) In case of partnership bidders, Power of Attorney duly signed by all the partners. (d) In case of Limited Liability Partnership (LLP), a POA from the Director of the Company who has been authorized by the Board of Directors through resolution to sign on behalf of the Company. Copy of Board Resolution shall also be submitted. (e) In case of Joint Venture, Power of Attorney duly signed by individual partners to the Lead partner as per the form given in Section-4 with stipulated documents.

D. Submission and Opening of Bids

ITB 22.1	For bid submission purposes only, the Employer's address is: The Bidder shall submit their Bid only through e-procurement portal of K-RIDE i.e., https://kride.enivida.com The link for e-procurement is available in the following website www.kride.in Tel : 6364890802, 6364890828 E – Mail: gmcivil1@kride.in **The deadline for bid submission is:** **Date: 31st May-** ***Time: 15:00 hrs.***
ITB 22.2	Only Electronic bid submission permitted**.**
ITB 25.1	The technical bid opening shall take place at - only **e- procurement portal of K-RIDE** i.e. https://kride.enivida.com **Bid Opening**: Date: 31st May 2021. *Time: 15:30 hrs.*
ITB 25.2	Only Electronic bid opening permitted**.**

E. Evaluation and Comparison of Bids

ITB 35.5 and 35.6	An Abnormally Low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. The Employer may in such cases seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid's document. If, after evaluating the price analyses, the Employer determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Employer may reject the bid/ proposal. No Additional Performance Security deposit in case of abnormally low bids shall be taken. However, whenever there are compelling circumstances to ask for Additional Performance Security in case of abnormally low bids, the same shall be taken only with the approval of the next higher authority to the authority competent to finalize the particular tender and the bidder shall be bound to furnish such additional Performance Security.
ITB 39.2	In case, the successful Bidder considers that they will not be able to sign, date and return the contract agreement to the employer, the successful Bidder shall inform possible date to return to the Employer not later than 7 (seven) days prior to the time limit. The modified time limit shall be subject to agreement by both the contracting parties.
ITB 42	Bengaluru

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Section 3	Evaluation & Qualification Criteria (EQC)

Section 3	Evaluation & Qualification Criteria (EQC)

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1 Evaluation

In addition to the criteria listed in ITB 35.2 (a)-(c), the following criteria shall apply:

1.1. Adequacy of Bid

Evaluation of the Bidder's commitment to mobilize key equipment and personnel for the contract consistent with the requirements stipulated in Section 5: Terms of Reference regarding work methods, scheduling, and material sourcing.

1.2. Evaluation of proposal

The work is in a single contract package, with two packets viz. Technical Bids and Financial Bids pursuant to Sub-Clause 35.2 and 35.3 of Instructions to Bidders, evaluation shall be done as under:

In first stage the qualification of the bidder shall be checked for which the bidder has submitted the substantially responsive proposal.

In the second stage, the bidder whose proposal has been determined substantially responsive and meeting the qualification requirements, the technical evaluation of such bidder will again be done for the requirements as stipulated in this section of document.

After the evaluation of technical proposals as above, the financial offers shall be opened of specific bidders who have submitted substantially responsive proposal and who have been determined to meet the qualification requirements.

The offers of bidders which have been rejected on the grounds of being substantially nonresponsive to the requirements of the bidding document and which have been determined as being not qualified as a result of evaluation of technical proposal, the price proposal of such bidders shall not be opened and returned unopened.

After the bidder is determined to meet qualification requirements, the employer will evaluate and compare Price bid. The Bidder will be selected under **QCBS (Quality cum Cost Based System) with 80:20 weightage** for technical score and financial score respectively.

Bidder who has the highest combined score as per clause 4 (Price Bid Evaluation) of the Section 3: Evaluation and Qualification Criteria will be awarded the assignment.

1.3. Completion Time

Alternative Completion Time is not permitted.

1.4. Technical Alternatives

Technical alternatives are not permitted

1.5. Margin of Preference

1.5.1. Domestic Preference

Domestic Preference is applicable.

2. Eligibility Criteria:

The bidder shall give details of their organization as per form Tech – 2A of section 4 bidding forms

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2.1 Technical Eligibility Criteria:

2.1.1 Minimum Eligibility Criteria:

A. **Work Experience:** The bidder will be qualified only if they have completed (Project is completed and commercially operational) at least one **Similar Work** of minimum value of **₹ 70,96,74,525/-** during last **seven years** ending last day of the month previous to the one in which tender is invited. Value of successfully completed phases of any ongoing metro work up to the same date mentioned before will also be considered for qualification of work experience criteria provided these phases have been tested, commissioned and put into operations.

And

B. **Work Experience: The bidder will be qualified only if they have successfully or substantially completed work(s) during last seven years ending last day of the month previous to the one in which tender is invited as given below:**

(i) At least three **"Similar Work" *** of value **₹ 60,82,92,450/-** or more.

or

(ii) At least two **"Similar Works" *** each of value **₹ 81,10,56,600/-** or more.

or

(iii) At least one **"Similar Works" *** each of value **₹ 121,65,84,900/-** or more.

Similar works:

The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban railway-based Mass Rapid Transit System project (fully elevated or elevated and at grade or elevated and underground) excluding LRT/ TRAM/ Monorail Systems. The works shall include both Civil and System design review/proof checking, bid process management, construction supervision and installation and commissioning".

Notes:

- Work completed to the tune of 80% or more, of single contract, as certified by the Client, will be considered as substantially completed work and will be considered as a Similar Work if the consultancy fees received is not less than the value specified in clause 2.1.1 (B). This provision is only applicable for clause 2.1.1 (B).
- The bidder shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in a format prescribed in Form TECH-2B of section 4 Bidding forms. Documentary proof such as completion certificates from client clearly indicating the name of participating firm, nature/scope of work including both civil and system, actual completion cost and actual date of completion for such work should be submitted. All such documents of proof certificates should be apostilled from the country in which it was certified, or work done. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- For completed works, value of work done shall be updated to 31/03/2021 price level assuming 5% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. The approved exchange rate copy of the RBI (Reserve Bank of India) should be attached with the tender. In case of works in foreign currency the effect of inflation is considered as included as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees,
- In case of joint venture / Consortium, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

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(b) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned or through subcontractor approved by K-RIDE or jointly i.e., partly himself and remaining through subcontractor, with prior approval of K-RIDE in writing.

Note for Item 2.1:

2.1.1 Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange in India or Abroad or subsidiaries of such companies, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

2.1.2 In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

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2.2. Financial Eligibility Criteria:

Financial Standing: The bidders will be qualified only if they have minimum financial capabilities as below:

(i) Liquidity: It is necessary that the firm can withstand cash flow that the contract will require until payments are received from the Client. Liquidity therefore becomes an important consideration.

This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of ₹ 8.11 Crores for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture/Consortium. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking

references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

The banking reference should be from a Scheduled Bank in India or in case of foreign parties from an international bank having operations in India as acceptable to K-RIDE and it should not be more than 3 months old as on date of submission of bids.

The bidder shall fulfill this criterion by Lead Member/JV/Consortium.

(**ii) Financial Eligibility Criteria:** The tenderer must have received payments from consultancy services only in the last three financial years and a current financial year up to the date of indentation of tender, at least 150% of the advertised value of the tender, which amounts to ₹ 3,04,14,62,250/-. The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

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Notes:

i) Financial data for latest last five audited financial years has to be submitted by the bidder in Form TECH-3 A & Form TECH-3 B of section 4 bidding forms along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last year is not submitted, the tender may be considered as nonresponsive.

ii) Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.

iii) Client certificate from other than Govt. Organisation should be duly supported by Form 16 A/26 AS generated through TRACES of Income **Tax Department of India.**

Only proposals of those Consultants who meet the 'Eligibility Criteria' specified under Para 2 shall be eligible for further evaluation.

2.3. (A) Special Provisions for Micro and Small Enterprises (MSEs):

i) Applicants registered with the agencies (as mentioned in para iii) below) as micro or small enterprise (MSE) are exempted from the payment of BID/bidding document fee.

ii) Applicants registered with the agencies (as mentioned in para iii) below) as micro or small enterprise (MSE) will be exempted from deposit of Proposal/Bid Security.

iii) Applicants who are interested in availing themselves of above benefits will enclose with their proposal;

a) The proof of their being micro or small enterprise (MSE) registered with any of the following agencies;

1. District Industries Centers
2. Khadi and Village Industries Commission
3. Khadi and Village Industries Board
4. Coir Board
5. National Small Industries Corporation
6. Directorate of Handicraft and Handloom
7. 'Udyog Aadhaar' – The Online Portal of MSME
8. Any other body specified by Ministry of MSME.

b) Supporting document(s) indicating the terminal validity date of registration which should be a date after the deadline for submission of proposals, failing which, their proposals shall not be liable for consideration of benefits detailed in para (i) & (ii) above.

c) In case of Joint Venture, the aforesaid MSME benefits will not be applicable.

(B) Preference to Make in India:

The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50 and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised

'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard.

2.4 Deleted.

2.5 Deleted

[Explanation for clause 2 including clause 2.1 to 2.5 - Eligibility Criteria:

1. In case a work is started prior to 07 (Seven) years, ending last day of month previous to the one in which tender is invited, but completed, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials for item 2.1.1 A.

3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials for Item 2.1.1 A.

4. Work completed to the tune of 80% or more, of single contract, as certified by the Client, will be considered as substantially completed work and will be considered as a Similar Work if the consultancy fees received is not less than the value specified in clause 2.1.1 (B). This provision is only applicable for clause 2.1.1 (B).

5. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

6. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of

partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, he credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 7 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.

3. Technical Evaluation:

Bids that qualify the criteria set for Technical Capacity shall be evaluated for technical marks as per the following criteria:

Criteria	Firms experience in GC/PMC assignments	Marks
A	Cumulative fee received in GC/PMC assignments in the past three years by the firm in India including PVC (for both completed / substantially completed assignments in Railway/Metro/Suburban Railway Projects) - ₹500 Crores and above – 10 Marks - Below ₹500 Crores proportionate score	Maximum 10

Technical scoring for key personnel:

S. No.	Key Personnel	Position of Key Expert	Minimum Experience & Qualifications	Scoring
1	K1	Project Director/ Team Leader	Under Graduate in Civil, Mechanical, Electrical, Electronics and Telecommunications Engineering. (Min 20 yrs exp.)	*Total Marks = 40*
2	K1	Dy. Project Director/Team Leader (Civil)	Under Graduate in Civil Engineering (Min 20 yrs exp.)	*Total Marks = 25*
3	K1	Dy. Project Director/Team Leader (System)	Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering (Min 20 yrs exp.)	*Total Marks = 25*
4	K1	Chief Contracts Manager	Under Graduate in Civil Engineering (min 20yrs exp)	*Total Marks = 15*

S. No.	Key Personnel	Position of Key Expert	Minimum Experience & Qualifications	Scoring
5	K1	Chief Program Expert	Under Graduate in any Engineering stream (Min 20 yrs exp)	*Total Marks = 25*
6	K1	Chief Quality Assurance Expert	Under Graduate in Civil Engineering (min 20yrs exp)	*Total Marks = 25*
7	K1	Chief Safety Expert	Under Graduate in Civil Engineering (min 20yrs exp)	*Total Marks = 25*
8	K1	Chief Architectural Design Expert	Under Graduate in Architecture (Min 20 yrs exp)	*Total Marks = 15*
9	K1	Chief Testing & Commissioning Expert	Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering. (Min 20 yrs exp)	*Total Marks = 15*
10	K1	Chief Operation & Maintenance Expert	Under Graduate in Civil Mechanical, Electrical, Electronics and Telecommunications Engineering (Min 20 yrs exp)	*Total Marks = 15*
11	K1	Chief Geo Technical Design Expert	Under Graduate in Civil Engineering stream (Min 20 yrs exp)	*Total Marks = 15*
12	K1	Chief Structures Design Expert – Stations & Viaduct	Under Graduate in Civil Engineering stream (Min 20 yrs exp)	*Total Marks = 30*
13	K1	Chief Project Expert / System (System Integration)	Under Graduate in any Engineering stream or equivalent (min 20 yrs exp)	*Total Marks = 30*
14	K1	Chief Power Supply & Traction design Expert	Under Graduate in Electrical Engineering stream (Min 20 yrs exp)	*Total Marks = 20*
15	K1	Chief (E&M) Expert	Under Graduate in Electrical/Mechanical Engineering stream (Min 20 yrs exp)	*Total Marks = 15*

S. No.	Key Personnel	Position of Key Expert	Minimum Experience & Qualifications	Scoring
16	K1	Chief RAMS Expert	Under Graduate in Civil Mechanical, Electrical, Electronics and Telecommunications Engineering (Min 20 yrs exp)	*Total Marks = 15*
17	K1	Chief Track Design & Supervision Expert (Ballast less & Ballasted track)	Under Graduate in Civil Engineering (Min 20 yrs exp)	*Total Marks = 20*
18	K1	Chief Signalling Design & Supervision expert (CBTC)	Under Graduate in Electronic and Telecommunication Engineering. (Min 20 yrs exp)	*Total Marks = 30*
19	K1	Chief Telecom Design & Supervision Expert	Under Graduate in Electronic and Telecommunication Engineering Stream. (Min 20 yrs exp)	*Total Marks = 20*
20	K1	Chief AFC Design & Supervision Expert	Under Graduate in Electronic and Telecommunication Engineering Stream. (Min 20 yrs exp)	*Total Marks = 15*
21	K1	Chief Rolling Stock Design & Supervision Expert	Under Graduate in Electrical/Mechanical Engineering (Min 20 yrs exp)	*Total Marks = 25*
22	K1	Chief Depot M&P Expert	Under Graduate in Electrical/Mechanical Engineering (Min 20 yrs exp)	*Total Marks = 15*
23	K1	Chief Multimodal Transport Expert	Under Graduate in Civil Engineering (Min 20 yrs exp)	*Total Marks = 15*
24	K1	Chief Financial Expert	Charted Accountant and Cost accountant (Min 20 yrs exp)	*Total Marks = 10*
Total cumulative score for Key personnel level K1				**Cumulative Max. score 500 Marks**

Scoring methodology for key personnel:

B

Note:

1. The above maximum scores for each Key expert shall be divided by 10 to arrive at the final scores for each of the Key expert.

2. Experts at Level K1 should possess an Post Graduate Degree at least in the relevant field and should have at least 7 years' experience in a same level or one level lower in Metro/Railway/Suburban Railway Project (S), during which he should have completed one project from start to commissioning. CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification

3. Experts having the relevant minimum experience will be rated as per the following criteria.

S. No.	Description	% of Marks	Max score
a)	Minimum educational qualification and experience in the relevant field shall be as described in the Appendix C	**25%**	**50 Marks. The marks for this head shall be arrived at by adding each Key personnel score allotted above and dividing the sum by 10**
	- Post Graduate	25%	
	- Under Graduate	15%	
b)	Experience in Railway/Metro/Suburban infrastructure Project's implementation **of at least 20 years** at various levels (personnel with experience of less than 20 years will not be awarded any points)	25%	
c)	**Experience in the assigned task** Experience in the same category or one rank lesser for at least: 1. Two completed projects involving elevated and at grade/ underground metro/Suburban projects - Full marks 2. For one completed project as described in item no.1 above – half of the above marks.	30% for positions indicated in S. No. E below. 45 % for other positions.	
d)	**Language Proficiency in English**	**5%**	

K RIDE

		e)	Working next to and/or above Indian Railways running lines. This experience will be applicable for key personnel at S. No. 1,2,3,4,7,10,12,13,14 and 18. 1. Experience of 7 years or more full marks. 2. Experience below 7 years proportionately WRT the number of years of experience	**15 %**		

Scoring for institutional Competency:

<table>
<tr>
<td>C</td>
<td>Institutional Competency – Pool of Key Experts with relevant experience
<table>
<tr><th>Position</th><th>No. of Experts</th><th>Permanent Staff of the Firm</th><th>Maximum Scores</th></tr>
<tr><td>Project Management Expert</td><td rowspan="8">3 and above 50% marks else proportion ately</td><td rowspan="8">50% of the marks if the staff is permanent</td><td>15 Marks</td></tr>
<tr><td>System Integration / Interface management</td><td>10 Marks</td></tr>
<tr><td>Quality and Safety</td><td>20 Marks</td></tr>
<tr><td>Structural Expert</td><td>15 Marks</td></tr>
<tr><td>Track and Alignment</td><td>10 Marks</td></tr>
<tr><td>Contract Expert</td><td>10 Marks</td></tr>
<tr><td>Operation and Maintenance</td><td>10 Marks</td></tr>
<tr><td>Architectural Expert</td><td>10 Marks</td></tr>
</table></td>
<td>Max marks for institutional competency 10. The score for this head shall be arrived at by adding the score of each position and dividing the sum by 10</td>
</tr>
<tr>
<td></td>
<td>The staff whose expertise is being taken for institutional competency scoring should have a minimum Undergraduate degree in Engineering in the relevant field and should have a at least 20 years or more of experience in Metro/Railway/Suburban Railway Projects. If any individual does not possess the minimum qualifications that individual will not be considered for scoring</td>
<td>The cumulative maximum score for institutional competency score is 100.</td>
</tr>
</table>

K RIDE

D	Project approach and proposed Methodology, work plan, mobilization and retention plan, organization and staffing and claims management method	Max Marks 15
E	Presentation on Approach and Methodology	Max Marks 15

Note:
The Bidder shall have an office in Bangalore or shall set up an office after the award of the work. All the experts shall be made available throughout the project period by the bidder. The bidder shall deploy non-key experts and support staff, for the execution of the work, in the addition to the above key experts.

For the presentation of Approach & Methodology, Bidders meeting the eligibility criteria will be invited and Bidder shall make the presentation in the presence of his team representatives. The date and time for the presentation will be intimated to the Bidders by KRIDE.

The Total marks shall be awarded after evaluation of the Technical Proposal which form the Technical Score, (TS) of the Bidder.

K RIDE

4. Price Bid Evaluation:

Price Bids of only the Bidders who score a minimum TS of 70 (the "Qualified Bidder") shall be opened.

The Employer will notify all those Bidders whose technical proposals did not meet the minimum qualifying score or were considered non-responsive indicating that their Price Bids will remain unopened.

The Employer shall simultaneously notify the Bidders that have scored a TS equal to or more than the minimum stipulated score indicating the date and time set for opening the Price Bids through the e-nivida portal.

Price Bid shall be opened in the presence of the Bidders.

After correcting any arithmetical errors, the evaluation of the price quotations will be made.

The Price Bid will be treated as invalid and the overall bid shall be rejected, if it is not signed and sealed.

The Financial Score (FS) of a Qualified Bidder will be calculated as:

$FS = C_L/C \times 100$, where

C = Bidder's corrected price from the Price Bid,

C_L = lowest corrected price of all opened Price Bids.

Final combined score (CS) shall be calculated as:

$$CS = (TS \times 0.8) + (FS \times 0.2)$$

The Combined Score of the Bidders would be calculated and the Bidder with the highest CS will be declared as successful Bidder subject to approval by competent authority.

Technical Score (TS), Financial Score (FS) and Combined Score (CS) shall be rounded off up to two decimal places. In case more than one bidder has equal CS, the one having the higher/highest TS will be declared successful.

5. Negotiations:

Normally negotiations are not allowed. However, if required, negotiations will be held at the address indicated in the Bid Data Sheet. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate technical, financial and other terms and conclude a legally binding agreement.

The Technical and Price Bid of the successful Bidder will become part of the Contract to be signed.

KRIDE

6. The Consultant shall be disqualified if:

(a) The consultant has been blacklisted/ banned for business dealings for Government Departments, or by Ministry of Railways (MoR) or by KRIDE at any time till finalization of proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the proposals, for which satisfactory evidence is to be produced.

(b) Any previous contract of the consultant had been terminated, for Consultant's failure, by Rail infrastructure Development company (Karnataka) Limited (KRIDE) or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR at any time starting from 2 years before the deadline for submission of proposals and upto one day before the date of opening of financial proposals;

i. Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by the Rail Infrastructure Development Company (Karnataka) Ltd. or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR or such termination of the Contract has not been revoked by Rail Infrastructure Development Company (Karnataka) Ltd or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR.

(c) The consultant or any of its constituents:

(i) has suffered bankruptcy/insolvency or

(ii) is in the process of winding-up or

(iii) has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process on the deadline of submission of bids or thereafter till finalization of bids.

(d) The consultant is found ineligible by the Employer, in accordance with ITB-3.

(e) The consultant has been declared by KRIDE or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR to be a poor performer and the period of poor performance is still in force on the deadline for submission of proposals.

Or

The consultant has been declared by KRIDE or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR to be a poor performer at any time after the deadline for submission of proposals and upto one day before the date of opening of financial proposals.

(f) The consultant has changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared a poor performer.

The Consultant shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Performa given in Section 4. Non-submission of an affidavit by the consultant shall result in summary rejection of his proposal.

KRIDE

7. Consultant shall immediately inform the Employer in case they cease to fulfill eligibility in terms of ITB 4.4. In case the consultant fails to inform the Employer or submits a false affidavit his proposal shall be summarily rejected and proposal security shall be forfeited. The consultant shall also be liable for Banning of Business dealings for a period up to five years.

8. **Examination of BID Documents**: In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the BID. Material deficiencies in providing the information requested in the BID documents may result in rejection of Proposal.

--00--00--00--

Section 4 Bidding Forms

Section 4 | Bidding Forms

{Notes to Consultant shown in brackets { } throughout Section 4 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms

FORMS	DESCRIPTION	Page No.
TECH-1	Letter of Technical Bid (LTB) Submission Form.	72-74
BDF/1	Bid Security form for Bank Guarantee	75-77
POA-1	Format for Power of Attorney for Authorised Signatory of Single Entity/Joint Venture /Consortium Members	78-79
POA-2	Format for Power of Attorney to Lead Member And Authorised Representative Of Joint Venture/ Consortium	80-82
JOINT VENTURE-1	Draft Memorandum of Understanding (Mou1)	83-87
TECH-2	Consultant's Organization and Experience TEC H 2 A - Consultant's Organization TECH-2 B - Consultant's Experience	88-90
TECH-3 A	Financial Data	91-92
TECH-3 B	Financial Data for Latest 5 Years	93-94
TECH-4	Comments and Suggestions on The Terms of Reference, Counterpart Staff, And Facilities to Be Provided by The Client	95
TECH-5	Description of Approach, Methodology, And Work Plan In Responding to the Terms of Reference	96-97
TECH-6	SUMMARY OF INFORMATION OF PROPOSED KEY PERSONNEL	98
TECH-7	CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL	99-101
TECH-8	Code of Conduct Environmental, Social, Health and Safety (ESHS)	102
TECH-9	Format for Affidavit to be Submitted by Bidder alongwith The Bid	103-105
TECH 10	Format for Certificate to be Submitted by Bidder alongwith The Bid	106
TECH 11	Format for Certificate to be Submitted by Bidder alongwith The Bid for Sub Contracting	107
FIN-1	Letter of Price Bid (LPB)	108-109

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

COMPLIANCE REQUIREMENTS

Criteria	Single Entity	Joint Venture			Documents
		All partners combined	Each Partner	Lead Partner	Submission requirements
Conflict of Interest					
No Conflict of interest in accordance with ITB Clause 4.3.2	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement	Letter of Technical Bid (Form TECH- 1)
Share of partners					
The share of partners shall not be less than the specified percentage	N.A.	100%	10%	Largest share participation	MoU or JV agreement (Form JV-1) & Power of Attorney (Form PoA-1 & PoA-2)
Debarment of Consultant					
No Debarment under Clause 4.1 of ITB	Must meet requirement	Existing or intended JV must meet requirement	Must meet requirement	Must meet requirement	Letter of Technical Bid (Form TECH 1)

Form TECH-1

LETTER Of TECHNICAL BID

Place:
Dt:

To:
General Manager (Civil) /P&D
Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE),
1st Floor, Samparka Soudha, Opp. Orion Mall,
Dr Rajkumar Road,
Bengaluru - 560010

Dear Sirs:

We, the undersigned, offer to provide the consulting services for General Consultancy Services for Bengaluru Sub-urban Railway Project (BSRP) in accordance with your Request for Proposals (RFP) dated [Insert Date] and our Proposal. We are hereby submitting our Proposal through e-Procurement Portal which includes the Technical Proposal and a Financial Proposal.

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

{OR}

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

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank (if applicable).

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet, ITB 4.3.4 & 18.1

(c) We have no conflict of interest in accordance with ITB 4.3.2

(d) We meet the eligibility requirements as stated in ITB 4 and Section 3 Clause 2. and we confirm our understanding of our obligation in regard to Corrupt Practices as per ITB Clause 3

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Rail infrastructure Development company (Karnataka) Limited (KRIDE) or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR . Further, we are not ineligible under the Client's country laws or official regulations;

(f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(g) Except as stated in the Section 7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Section 7 may lead to the termination of Contract negotiations.

(h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(i) We have read the various conditions to RFP Document, including Addenda if any, issued in accordance with ITB Clause 7 and 8 and agree to abide by the said conditions.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITB 40.

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

We remain,

Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

NOTE: The above form shall be executed on a non judicial stamp paper of appropriate value and should be notarized by a Public Notary.

(NOTE : This form need not be filled, this is only for information)

BDF/1

Bid Security

Bank Guarantee

(**On non-judicial stamp paper of the appropriate value in accordance with Stamp Act. The stamp paper should be in the name of the Executing Bank).**

From:

..... [**Insert Bank's Name, and Address of Issuing Branch or Office]**

To:

The General Manager, (P&D),
Rail Infrastructure Development Company (Karnataka) Limited,
1St Floor, Samparka Soudha, Opp. Orion Mall,
Dr Rajkumar Road, Bengaluru - 560010

Beneficiary: K RIDE **(**Rail Infrastructure Development Company (Karnataka) Limited) (hereinafter called "the Employer"**)**

Date: .....

Bid Security No.: .....

We have been informed that . . . . . [**Insert name of the Bidder]**..... (hereinafter called "the Bidder") intends to submit to you its bid (hereinafter called "the Bid") for the execution of . . . . . [**name of contract**]. . . . . under Invitation for Bids No. . . . . .dated……. ("the IFB").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert Value of Bid Security required]**, in the form of Bank Guarantee, according to your conditions of Bid.

AND

WHEREAS, ...**[Insert Name of the Bank]**, with its Branch .....**[Insert Address]** having its Headquarters office at..... **[Insert Address]**, hereinafter called the **Bank,** acting through .....**[Insert Name and Designation of the authorised persons of the Bank]**, have, at the request of the Bidder, agreed to give guarantee for Bid security as hereinafter contained, in favour of the Employer:

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank],** being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Employer full amount in the sum of **[Insert Value of Bid Security required]** as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the Bidder and without the Employer being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee herein before shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Employer and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Employer at any time.

6. This guarantee will remain valid and effective from……[insert date of issue] till ……..[insert date, which should be minimum 42 days beyond the expiry of bid validity date in the IFB]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Employer herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee (s) of Bidder in favour of the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date …… ……

Place…….. Bank's Seal and authorized signature(s)

[Name in Block letters]……....

[Designation]……..……

[P/Attorney] No.

Witness:

1 Signature

Name & Address & Seal

2 Signature Bank's Seal

Name & address & Seal [P/Attorney] No.

Note:

All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

FORM POA-1

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF SINGLE ENTITY/JOINT VENTURE /CONSORTIUM MEMBERS

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we…..…….. do hereby constitute, appoint and authorize Mr/Ms. …….. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the work of ……..(name of work) Including signing and submission of all documents, withdrawal, substitution and modification of proposal and providing information/ responses to RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED., representing us in all matters, dealing with RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED. in all matters in connection with our proposal for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the …… day of ……. 2021 (Signature of authorized Signatory)

……

(Signature and Name in Block letters of Signatory) Seal of Company

Witness

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

***Notes:**

i) To be executed by single entity and all the partners/members individually, in case of a Joint Venture/ Consortium.

ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORM POA-2

FORMAT FOR POWER OF ATTORNEY TO

LEAD MEMBER AND AUTHORISED REPRESENTATIVE OF JOINT VENTURE/ CONSORTIUM

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

POWER OF ATTORNEY[1]

Whereas RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED. has invited Proposals for the work of

……

Whereas, the members of the Joint Venture/Consortium comprising of

1. M/s. …,
2. M/s. ..... ,

and

3. M/s ..... ,

are interested in submission of proposal for the work of ……..[Insert name of work]… in accordance with the terms and conditions contained in the tender documents.

Whereas, it is necessary for the members of the Joint Venture/ Consortium to designate one of them as the Lead Member as the authorized representative, with all necessary power and authority to do, for and on behalf of the Joint Venture/ Consortium, all acts, deeds and things as may be necessary in connection with the Joint Venture/Consortium's proposal for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. …… (Lead Member), M/s_____ and M/s _____hereby designate M/s. ……, being one of the members of the Joint Venture/ Consortium, as the Lead Member of the Joint Venture/Consortium and designate Mr/Ms. _____being authorized representative of the Joint Venture/ Consortium, to do on behalf of the Joint Venture/ Consortium, all or any of the acts, deeds or things necessary or incidental to the Joint Venture/Consortium's proposal for the contract, including submission of proposal, withdrawal, substitution and modification of proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture/

Consortium in all its dealings with the Employer or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of tendering till the contract agreement is entered into with the RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED. and thereafter till the expiry of the contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture/ Consortium.

Dated this the …… Day of …….. 20..…….

(Signature)(Signature) (Signature) (Signature)
…… …… ……..
…….. (Name in Block letters of all Executants with Seal of Company)

Witness 1: Name:
Address:
Occupation:

Witness 2:
Name:
Address:
Occupatio:

Notes:

1. To be executed by all the Members of the JV/Consortium.

2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

FORM JV-1

DRAFT MEMORANDUM OF UNDERSTANDING (MOU[1])
For
JOINT VENTURE / CONSORTIUM
PARTICIPATION BETWEEN

M/s …….. having its registered office at …… (hereinafter referred to as ……) acting as the Lead Member of the first part,
and
M/s ……..having its registered office at ……. (hereinafter referred to as `……') in the capacity of a Joint Member of the other part.
and
M/s ……..having its registered office at ……. (hereinafter referred to as `…….') in the capacity of a Joint Member of the other part.
and
M/s ……..having its registered office at ……. (hereinafter referred to as `……. ') in the capacity of a Joint Member of the other part.

The expressions of (i) ,…….. (ii) ……..(iii) …….. and (iv) ……..(names of JV/Consortium members) shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as " the Parties" and individually as " the Party"

WHEREAS:

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED. [hereinafter referred to as "Employer"] has invited proposals for …… "[Insert name of work] "

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.

i) Notice of Invitation for proposal, and
ii) Tender document

In case of existing joint venture, the certified copy of JV Agreement be furnished.

iii) Any Addendum/ Corrigendum issued by RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED.

iv) The proposal submitted on our behalf jointly by the Lead Partner/Member/ representative.

2. The `Parties' have studied the documents and have agreed to participate in submitting a proposal' jointly in the name of _____.

3. M/s .....shall be the lead member of the JV/ Consortium for all intents and purpose and shall represent the Joint Venture/Consortium in its dealing with the Employer. For the purpose of submission of proposals, the parties agree to nominate .....as the Lead Member duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, M/s shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other member which shall be expeditiously given by M/s.....
to M/s…….

4. The 'Parties' have resolved that the distribution of share and responsibilities between the JV/Consortium members is as under:-

(a) Lead Member share .. % ;

Responsibilities of Key Activities

i) ……

ii) ……

iii) ……

(b) Joint Venture /Consortium Member Name…….and share % ;

Responsibilities of Key Activities

i) ……

ii) ……

iii) ……..

(c) Joint Venture /Consortium Member Name……and share % ;

Responsibilities of Key Activities

i) …….

ii) …….

iii) …….

(d) Joint Venture /Consortium Member Name……and share % ;

Responsibilities of Key Activities

i) ……..

ii) ……..

iii) ..……

(e) Joint Venture /Consortium Member Name……and share % ;

Responsibilities of Key Activities

i) ……..

ii) ……..

iii) ..……

5. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for the performance of contract awarded to their JV/Consortium.

6. ASSIGNMENT AND THIRD PARTIES

The parties shall co-operate throughout the entire period of this MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and the Employer.

7. EXECUTIVE AUTHORITY

The said Joint Venture/ Consortium through its authorized representative shall receive instructions from the Employer. The management structure for the project

shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. PROPOSAL SUBMISSION

Each Party shall bear its own cost and expenses for preparation and submission of the proposal and all costs until conclusion of a contract with the Employer for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

9. INDEMNITY

Each party hereby agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture/ Consortium.

10. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

11. DOCUMENTS & CONFIDENTIALITY

Each Party shall maintain in confidence and not use for any purpose related to the Project all commercial and technical information received or generated in the course of preparation and submission of the bid.

12. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this MOU shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be Bengaluru.

13. VALIDITY

This MOU shall remain in force till the occurrence of the earliest of any of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

a. The proposal submitted by the Joint Venture/ Consortium is declared unsuccessful, or

b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work.

c. Execution of detailed JV /Consortium agreement by the parties, setting out detailed terms after award of work by the Employer.

14. This MOU is drawn in ….. number of copies with equal legal strength and status. One copy is held by M/s …… and the other by M/s. .....,M/s ……& M/s….. and a copy submitted with the proposal.

15. This MOU shall be construed under the laws of India.

16. NOTICES BETWEEN JV/CONSORTIUM MEMBERS

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Member.	Other Member	Other Member	Other Member
……..	……	……..	……..
…….	……	……..……..	
(Name & Address)	(Name & Address)	(Name and Address)	(Name and Address)

IN WITNESS WHEREOF THE PARTIES, have executed this MOU the day, month and year first before written

M/s……	M/s……	M/s……..	M/s……
…….	……	…….	…….
(Seal)	(Seal)	(Seal)	(Seal)

Witness

1…..(Name & Address)

2…..(Name & Address)

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B - Consultant's Experience

---

1. List only previous similar assignments successfully completed in the last 7 (Seven)years.

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

FORM TECH-2 B

Consultant's Experience

Applicant's legal name ……
Date…….

Group Member's legal name…… Page ……..of…….Pages

For works as stipulated under clause no. 2.1.1 (A) & (B) (considering escalation as per Clause 2.1.1 of Notes Bullet no.3)

Specific Work Experience		
Name of Work		
Similar Contract Number _____of _____required Information		
Contract Identification		
Award date Completion date		
Employer's Name		
Employer's Address: Telephone / Fax number: E Mail		
Role in Contract (Individual/JV-Consortium member)	Individual	JV Member
Completion Cost	Currency (as stated in Clients Certificate)	In equivalent INR at **31.03.2021**price level
If JV member specify percentage participation in contract & amount (Please refer Note-1)	% participation	In equivalent INR at **31.03.2021** price level

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be **excluded.** This is to be substantiated with documentary evidence.

2. Separate sheet for each work along with Clients Certificate to be submitted.

3. Each work experiences shall be enclosed with work order/ completion certificate / sublet completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet eligibility criteria. Independent citations shall be provided for each project.

FORM TECH-3 A

FINANCIAL DATA

(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS)

NAME OF THE TENDERER

(CONSTITUENT MEMBER IN

CASE OF JV/CONSORTIUM):

(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2016-2017	Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021
1	2	3	4	5	6	7
1	Total value of consultancy works done as per audited financial statements					

NOTE:

(i) Separate Performa shall be used for each member in case of JV/Consortium.

(ii) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure.

(iii) All such documents reflect the financial data of the tenderer or member in case of JV/Consortium.

(iv) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. **2016, 2017, 2018, 2019, 2020.**

(v) The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership

number. In case of Foreign applicants the Audited financial receipts for consultancy shall be suitably apostilled before submitting the same.

(vi) The above financial data will be updated to **31.3.2021** price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date of tender.

FORM TECH-3 B

FINANCIAL DATA FOR LATEST LAST 5 YEARS

Applicant's legal name ……Date ……

Group Member's legal name……
Page……..of……..Pages

Each Applicant or member of a JV must fill in this form

S. N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2016-2017	Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021
1.	**Total Assets**					
2.	**Current Assets**					
3.	**Total External Liabilities**					
4.	**Current Liabilities**					
5.	**Annual Profits Before Taxes**					
6.	**Annual Profits After Taxes**					
7.	**Net Worth [= 1 - 3]**					
8.	**Liquidity [=2 - 4]**					
9.	**Annual turnover (from consultancy)**					
10.	**Gross Annual turnover**					

Attach copies of the audited balance sheets, including all related notes, income statements for the last five audited financial years, as indicated above, complying with the following conditions.

(i) Separate Proforma shall be used for each member in case of JV/Consortium.

(ii) All such documents reflect the financial data of the Applicant or member in case of JV

(iii) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.

(iv) Historic financial statements must be complete, including all notes to the financial statements.

(v) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e. 2016, 2017, 2018, 2019 and 2020.

(vi) **This Form TECH - 3 B shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number**.

Profit before tax should be positive in at least two years, out of last five audited financial years.

FORM TECH-4

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

Form TECH-4: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment. As far as facilities are concerned Client will provide rent for office space (furnished). Utilities such as Electricity, Water, communication etc. will have to be borne by the bidder.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - Facilities

{comments on facilities to be provided by the Client. Vehicles will be provided by the client. Cost of Hardware and Software will be reimbursed based on invoice from reputed suppliers.

FORM TECH-5

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

Form TECH-5: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology.

{Suggested structure of your Technical Proposal:

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing}

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks including the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here inclusive of procedures and documentation to be prepared, adopted and furnished to K-RIDE.

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

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-

Key Experts and relevant technical and administrative support staff. This shall include the deployment schedule of the key experts and non-key experts as well as their Duties and responsibilities of Team Leader and other key personnel.

d) Quality Assurance System

FORM TECH-6

SUMMARY OF INFORMATION OF PROPOSED KEY PERSONNEL

Name of Project:**.....**

S. N0	Name of the key person	Proposed position for the project	Nationality	Name of the Firm	Length of service with the Firm	Education/ Degree (Year/ Institution)	No. of years of relevant project experience	Total Experience since Completion of Education in no. of years	CV Signature (by Personnel and by authorised Signatory of consultant)

SEAL AND SIGNATURE OF THE BIDDER

FORM TECH 7 (1/3)

Name of Project: "**.....**

CURRICULUM VITAE (CV) FORMAT TO BE SUBMITTED WITH PROPOSAL.

1.	PROPOSED POSITION	:	
2.	NAME	:	
3.	DATE OF BIRTH	:	
4.	NATIONALITY	:	
5.	PERSONAL ADDRESS	:	
	TELEPHONE NO.	:	
	MOBILE NO.	:	
	FAX NO.		
	E-MAIL ADDRESS	:	
6.	EDUCATION (The years in which various Qualifications were obtained must be stated)	:	
7.	OTHER TRAINING	:	
8.	LANGUAGE & DEGREE OF	:	
	PROFICIENCY		
9.	MEMBERSHIP IN	:	
	PROFESSIONAL SOCIETIES		
10.	COUNTRIES OF WORK EXPERIENCE	:	
11.	EMPLOYMENT RECORD	:	Starting with present position, list in reverse order every employment held and state the start and end dates of each employment)

FORM TECH 7 (Contd……2/3)

From	To	Name of Employer	Name of the Project	Position Held	Description of Duties discharged including Works Undertaken	Any other relevant Facts

[Describe only relevant projects in the above mentioned table.]

Notes:

1. Under column 'Position held', mention the designation held i.e. Team Leader, Project Manager, etc. and clearly state if you were an employee of any Firm along with your designation.

12. CERTIFICATION (Please follow exactly the following format. Omission will be seen as noncompliance)

(i) I, the undersigned Certify that, to the best of my knowledge and belief, this bio-data correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged, in case K RIDE at any stage detects that misstatement have been made by me, it would be at liberty to take any appropriate action against me including debarment for up to Three Years.

(ii) I have not been removed by Competent Authority of K RIDE from any of the K RIDE works without completing my assignment and shall be available to work with the consultants. In case I leave the assignment without approval of K RIDE or I am removed by K RIDE on account of some default, K RIDE would be at liberty to take any appropriate action against me including debarment for up to Three Years.

(iii) I hereby undertake that I will not leave K RIDE assignment without giving a minimum notice of 30 days and handing over of all records. I understand that in case I do so then K RIDE would be at liberty to take any appropriate action against me including debarment for up to Three Years.

(iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.

(a) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction.

FORM TECH 7 (Contd……3/3)

(b) I have never been debarred from Consultancy Services by K RIDE.

Or

(c) I was debarred from Consultancy Services by K RIDE for .... years from ../../.. to ../../.. and period of debarment is now over.

Note: Score out Item which is not applicable to you in (b) or (c) above. Fill up blanks with requisite details in case (c) is applicable.

SIGNATURE OF PROPOSED PERSONNEL

……..

DATE OF SIGNING:……..Day……Month …….Year……..

Certified that information stated above has been verified by me.”

Signature of Consultant (Authorized signatory)

Seal

Full Name……

Title…….

Address ……...

SEAL AND SIGNATURE OF THE BIDDER

FORM TECH-8

Code of Conduct Environmental, Social, Health and Safety (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 5: Terms of Reference (clause 3.12).**

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

Form: TECH 9

FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

(To be executed in presence of Public Notary on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper has to be in the name of the bidder)**

I **…….. (Name and designation)**……** appointed as the attorney/authorized signatory of the bidder (including its constituents), M/s. _____ (hereinafter called the bidder) for the purpose of the Bid for the work of _____ as per the bid No._____ of K RIDE, do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

*1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by K RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

*2. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV/ Consortium partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. during the period of last 3 years before the deadline for submission of bids.

(Add Proviso of Clause 4.4(b) (ITB) suitably, if any Contract was so terminated).

*3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by K RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV/ Consortium) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission

of bids on account of contractor's request for deferring recovery to maintain cash flow and K RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.

4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.

*5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by K RIDE as on the deadline for submission of bid.

6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

7.# We declare and certify that balance sheets for last three financial years including that for the latest concluded financial year are being submitted.

OR

We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for last three financial years ignoring the latest concluded financial year.

(# - Delete whichever is not applicable)**.

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

9. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.

11. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we **[insert name of the bidder]****_____ and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years.

12. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years.

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

Verified on _____ day of _____ at _____ that the contents of the above mentioned affidavit are true and correct and nothing material has been concealed there from.

(SEAL AND SIGNATURE OF THE BIDDER)

*Modify the contents wherever necessary, in terms of sub-clause 4.4 ITB.

** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.

Attestation before Magistrate/Public Notary

Form TECH 10

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

(On the letter head of the Firm)

We/I,_____, having registered office at _____ do hereby certify that "I "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached.)"

Dated this _____ day of _____, 2021

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

Form TECH 11

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID FOR SUB CONTRACTING

(On the letter head of the Firm)

We/I,_____, having registered office at _____ do hereby certify that ""I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority and will not sub-contractor any work to a contractor from such countries unless such contractor is registered with the competent Authority. I hereby certify that his bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration the Competent Authority shall be attached.)"

Dated this _____ day of _____, 2021

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER

FORM FIN-1
LETTER OF PRICE BID

{Location, Date}

To:

General Manager (Civil) P&D
Rail Infrastructure Development Company {Karnataka) Limited (K-RIDE),
1St Floor, Samparka Soudha,Opp. Orion Mall,
Dr Rajkumar Road, Bengaluru - 560010
Tel:6364890802,6364890828
E-mail: gmcivil1@kride.in

Dear Sir:

We, the undersigned, offer to provide the consulting services for General Consultancy Services for Bengaluru Sub-urban Railway Project (BSRP) in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is inclusive of all direct/indirect/ local taxes, cess, royalties in accordance with ITB 14.7 in the Instruction to Bidders.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Bid Data Sheet, in the Bid Data Sheet, ITB 4.3.4 & 18.1.

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

We remain,
Yours sincerely,

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

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

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

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

Address: {insert the authorized representative's address}

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

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

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

NOTES:

1. The amount quoted in words will be taken as final in case of any discrepancy between amount in figures and words.

2. The quoted rates/prices shall be inclusive of all duties, taxes, withholding taxes, royalties, cess, other levies payable by the Consultant and all other incidental charges required to fulfill the proposal conditions including statutory deductions viz TDS towards income tax etc. including Goods and Services Tax (GST) as applicable.

PART II	Work's Requirements

Section 5	Works/Employer's Requirements

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1. Background

1.1. The Bengaluru Suburban Railway Project (BSRP)

Bengaluru is the fifth largest metropolis in India and is one of the fastest growing cities in Asia. It is also the capital of Karnataka. It is globally recognized as IT capital of India and also as a well-developed industrial city. The city which was originally developed as a Garden City over the years, slowly transformed into an industrial and software hub of India. Emergence of IT sector has overshadowed other areas of development and has metamorphosed the city into a global hub. The establishment of the IT hubs on the outskirts has converted the city and its surroundings into Silicon Valley of India. It has also caused an urban sprawl around, to some extent lop sided towards south and east. It has become a commercial, administrative and military centre for the Region because of its salubrious climate and cosmopolitan nature of people. It was also known as pensioner's paradise with well-developed residential areas, roads with well grown trees, good commercial establishments, shopping malls etc.

The urban infrastructure growth however, is unable to cope up with the expansion of the city resulting in traffic congestion and long commuting time for residents. To increase the share of public transport in Bengaluru, GoK and Railways had commissioned many studies though RITES Ltd., for introduction of Suburban Railway Services in Bengaluru. The studies analysed the existing Railway network and suggested improvements / augmentation by way of implementation.

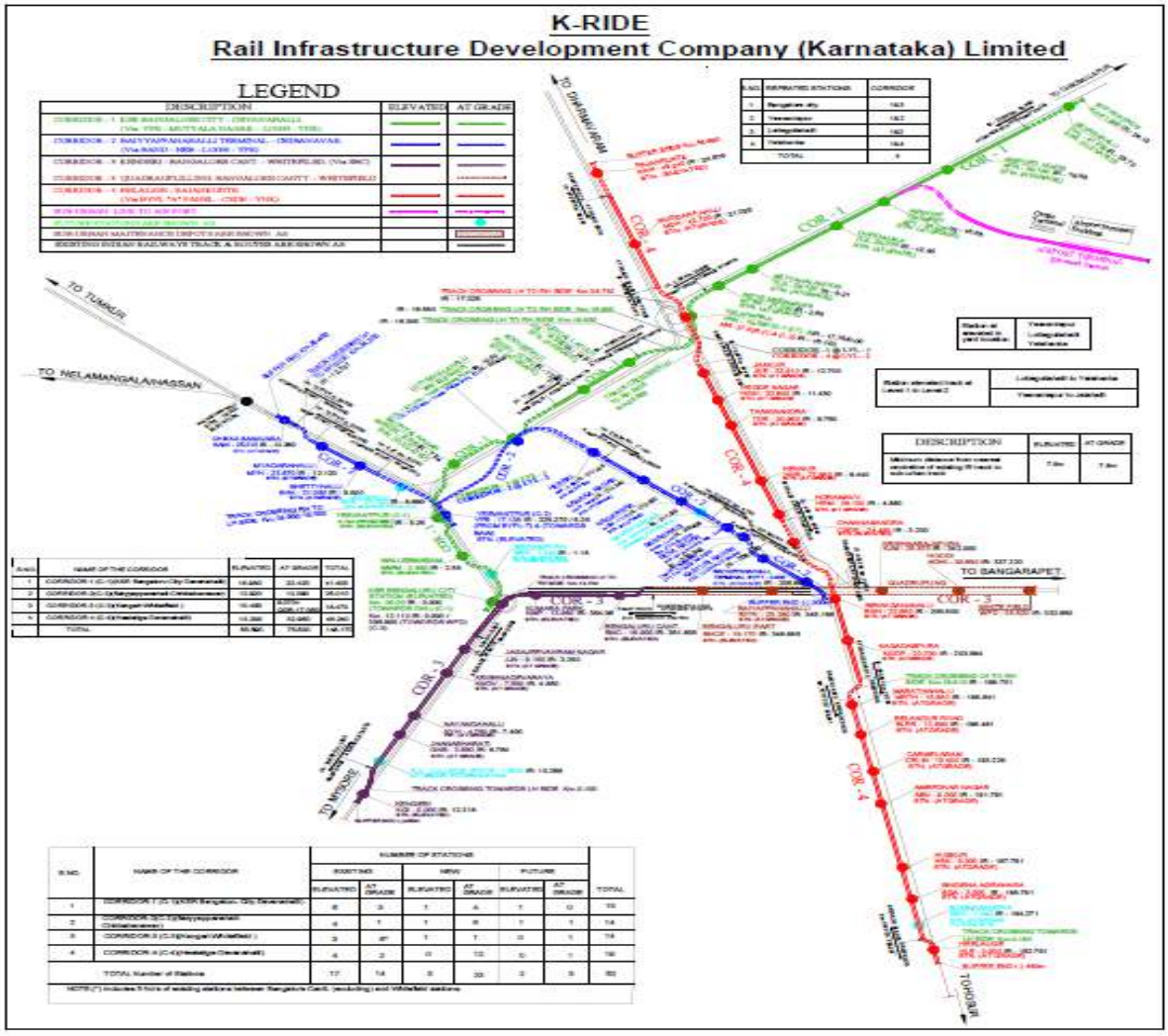
However, to run Suburban Railway System in Bengaluru, separate tracks need to be provided, which may involve land acquisition. The land acquisition is generally a costly and time-consuming affair and hence, most of the earlier proposals remained non-starter. Railways have now decided to explore the possibility of introducing / enhancing the Suburban Railway Services in Bengaluru, with minimum land acquisition. Towards this end, Railways entrusted the work of carrying out the Feasibility of running Suburban Railway services along the existing Railway network of Bengaluru.

Project Highlights:

- BSRP is a flagship project being helmed by K-RIDE, a JV of Govt of Karnataka and Ministry of Railways.
- The 4 corridors of BSRP with about 148 kms of Railway line will act like a connecting bridge between Rural and Urban areas. For details see the system map below.

- The mega infrastructure project is being built at a projected cost of ₹ 15,767 crore. It will provide a delightful travel experience for travelers across different sectors and streams. The trains will be air-conditioned (Metro-like with automated double-leaf sliding doors).

- The 57 suburban stations will be enabled with Metro-like facilities and promote smart card-based cashless travel for suburban Railway users.



1.2. Complexities and Detailed Project Report (DPR)

1.2.1 Complexities of the Project:

The alignment of the proposed corridor is parallel to existing running Indian Railway line with in the existing Right of Way. Centre line of 1st proposed suburban track is at minimum of 7.8m at most locations from the nearest running IR track on at grade section and the centre line of proposed pier from the nearest running IR track is at 8.50m on elevated portion at most locations. There are many crossings over the IR tracks, Metro, Roads and Road Over Bridges. Most of the alignment passes through the urban areas on one side, running track on the other side. There are challenges of getting work permissions and traffic blocks from the IR for execution of various activities. There are challenges for proper approach to site for materials and machinery. At certain locations the height of elevated corridors is more than 15m.

1.2.2 The feasibility study/DPR was completed by RITES for K-RIDE in July 2019 and the Cabinet Committee of Economic Affairs (GOI), sanctioned the project in its meeting held on 7th October 2020. The process for availing of loan from ("Funding Agency") has been initiated and is under active consideration of various financial institutions.

1.3 Presently the fallowing priority corridors are being taken up for construction viz. 2 & 4. Planning, designing, bid processing etc. for corridor 1 & 3 is also a part of the scope of the work. Execution of these two corridors will taken up at a suitable time line.

1.3.1 The scope of work shall include carrying out the proof checking and supervision of all civil and system works including but not limited to earthwork, retaining wall, bridge work, ROB/RUB/RFO and elevated structures, underground/tunnel works, road works, permanent way/ track works, stations, building works, depots, Mechanical, Electrical & Plumbing (MEP), Signaling & Train Control, Telecommunication, Over Head Equipment (OHE) Automatic Fare Collection (AFC), Operation Control Centre (OCC), Rolling Stock, Passenger amenities , Platform Screen Door (PSD) etc. for the BSRP.

2. Objectives of the Assignment and Role of GC

2.1 The objective of this Request for Proposal is to select a General Consultant ("GC") to provide expert consultancy services for successful planning, review of station and corridor planning, finalizing of alignment, proof checking of detailed designs (prepared by the Detailed Design Consultant, contractors and by the vendors of Systems), preparation of specifications, preparation of bid documents and tender assistance, checking designs, project management and supervision including construction supervision, safety, quality, installation and commissioning, interface management, ensuring full social and environmental safeguards compliance in accordance with Government (National and State) legal framework and "Funding Agency's " requirements if any and testing & commissioning of the Bengaluru Suburban Railway Project (BSRP). The planning shall include consultancy services during O&M phase as well.

2.2 The **GC shall obtain ISO: 9001certfication** for their quality management systems immediately on appointment and submit a copy of certification to K-RIDE. The certification shall be maintained throughout the tenure of the engagement of GC. The entire cost of certification shall be born by the GC.

2.3 The GC shall be a proactive partner of Employer in successful implementation of the Project. The GC is expected to have adequate experience of delivering such type of infrastructure, knowledge of trends in industry and working with stakeholders including handling multiple government stakeholders, project affected people and communities, civil society organizations/non-government organizations, and workers, among others. The key objectives of the GC shall include but not be limited to the following.

A) To ensure effective stakeholder engagement/consultation and management to achieve their alignment to overall objectives of the project and Employer.

B) To review critically and supplement or add on to the work done so far / work under progress necessary for the successful implementation and efficient operation of the project.

C) To align global best practices and technology solutions keeping in view durability, efficiency, issues of obsolescence, cost economy, etc.

D) To plan and assist in implementation of the project while ensuring durability, maintainability and reliability of service, seamless integration with IR/ Metro networks and proper road approach to the proposed stations on BSRP.

E) To adopt appropriate technology solutions, planning approaches, procurement strategies, to help minimize project life cycle cost, cost and time overruns, disputes and issues related to safety and quality.

F) To plan and implement / manage procurement / bid process, system integration and interface management.

G) To support the Employer in implementation of design, construction, testing & commissioning and its services would include, without limitation within the scope of work, review and approval of design prepared by the Consultant/Contractors/Developers including drawing and specifications, supervision of the Contractors' performance, progress monitoring, technical and quality control, ensuring work site safety, evaluation of construction works, certification for completion of various works by the different Contractors/developers covered under the BSRP Project for taking over of the works by the Employer and necessary monitoring

H) To review General Design & Drawings for the approval of the Employer and review and approval of detailed designs/ drawings submitted by Consultant/Contractors/Developers (of various Packages).
In the event the Client decides to obtain third party review / certification of certain design / structure(s), the GC shall provide all assistance to enable such review / certification by the third party as part of its Scope of Work.

I) To plan, design and implement systems along with seamless systems integration to achieve optimal system and ensure safety. This shall include but not be limited to preparation for testing, trials and obtaining all statutory approvals including safety certifications.

J) To effectively carry out the supervision of all civil and system works including but not limited to earthworks, retaining walls, bridge work, ROB/RUB/RFO and elevated structures, underground/tunnel works, road works, permanent way/ track works, stations, building works, depots, Mechanical, Electrical & Plumbing (MEP), Signaling & Train Control, Telecommunication, Over Head Equipment (OHE) Automatic Fare Collection (AFC), Operation Control Centre (OCC), Rolling Stock, Passenger amenities , Platform Screen Door (PSD) etc.

K) To conduct regular inspection/ testing prior to acceptance of material for incorporation in various works of civil and system. This shall include providing assistance in obtaining all statutory and safety approvals from all the authorities such as CRS, RDSO etc.

L) GC shall also make itself aware of provisions of respective Contract Agreements of various Contract Packages and shall ensure within its role of Engineer adherence/ compliance to these provisions at all times during currency of the Contract.

M) Assist and Support K-RIDE in packaging of works, Preparation of bid documents for call of tenders, Contract Management (including variations, claims & dispute management).

N) Develop Software for Progress Review of the project on a day to day basis in consultation with KRIDE and suitably update the same daily.

O) To ensure implementation, monitoring, and compliance with environmental and social safeguards plans and measures from planning to construction.

P) To ensure Safety, Health and Environment compliance in construction, operation and maintenance in addition to work site safety, housekeeping, including precautionary measures to avoid spread of pandemic.

Q) To ensure contractors and subcontractors are compliant with India's labor laws and regulations and labor standards.

R) To adopt most appropriate Indian and / or international practices, codes, specifications and standards in consultation with Employer.

S) To assist the Employer in the implementation and monitoring of land acquisition process and Resettlement Plan, Livelihood Restoration Plan, Stakeholder Engagement Plan, Gender Measures, other social plans/ measures in an effective and timely manner. The Consultant will ensure following for the Project affected People and local communities, where works will be executed.

   i. To assist the Employer in establishing a suitable Grievance Redressal Mechanism (GRM) to receive and facilitate resolution of the concerns of people

affected by the Project's environmental and social impacts and inform Project-affected people and other stakeholders of its availability.

ii. To assist the Employer in implementing the GRM and ensure adequate and systematic documentation.

T) To adopt environment – friendly practices across the project life cycle from planning to operation so as to achieve green ratings for the project.

U) To ensure smooth and effective transfer of knowledge to Employer including capacity building of institution and its personnel

V) Assist KRIDE in drawing up the Operation and Maintenance (O&M) plan as well as the organizational structure for O&M, assist in recruitment and training of the O&M Team. To ensure regular inspection and defect rectification during the defect liability period and the initial one-year period of O&M.

W) To assist the Employer in key meetings and arbitration proceedings that may happen during the course of the Consultancy Services.

X) To assist the Employer in the planning and conduct of meaningful consultations with the project affected people, communities, and other stakeholders during the project preparation, implementation and monitoring.

3. Scope of the Services, Tasks (Components) and Expected Deliverables.

The services of the GC (incl. its expert personnel), may be broadly covered under the following heads and described subsequently:

A) Critical study of DPR (incl. amendments thereon) of Bengaluru Suburban Railway Project (BSRP) and value addition over & above provisions of these studies.

B) Project Management and monitoring

C) Assistance in preparation of procurement strategy and bid process

management for selection of Contractors, Suppliers, including preparation of bid documents etc.

D) Activities related to Contract Management.

   a) Proof-checking of designs, drawings, technical proposals and specifications along with ensuring system integration and interface management.

   b) Supervision of Civil infrastructure works as well as implementation activities for Systems including but not limited to electrical & mechanical, solar systems, power supply, traction, signaling and train control, telecommunication systems, rolling stock, AFC etc.

E) Testing, trials, statutory approvals and commissioning.

F) Knowledge transfer, capacity building of Employer.

G) Support during Operation & Maintenance phase and Defect Liability Period

H) Ensure compliance to Social and Environmental safeguards measures and to national laws and regulations and “Funding Agency” Environmental and Social Policy if any.

I) Other important and enabling services to be provided by GC:

   a) Distribution of roles and responsibilities between the team members of GC

   b) Preparation, approval and implementation of Quality Assurance Plan of all works and contracts

   c) Implementation of consultation plan/Stakeholder Engagement plan during the project preparation to ensure meaningful consultations using appropriate approach during any pandemic/calamitic situation in the preparation of Resettlement Plan, Livelihood Restoration plan, and other safeguards instruments, aligned with the requirements of “Funding Agency” if any.

   d) Review, update, implementation, and report preparation of RP, Livelihood Restoration Plan, Stakeholder Engagement Plan, and other social plans

   e) Review, update and implementation of Safety, Health and Environment (SHE) Plan

f) Coordination and integration of IT based platform with IT system of K-RIDE, including preparation of Software for progress review monitoring on a real time basis.

g) Support K-RIDE on project financial management and disbursement work

h) Preparation of reports to track the progress of all project related works

i) Support K-RIDE in its land, building and station monetization plans

J) To assist the employer in deploying sustainable construction specification & methodology, quantifying and improving the green/carbon ratings of the project and its sub systems including advice/assistance/design of green system/solar energy installation, water recycling systems & other related issues.

3.1 Critical study of DPR (incl. amendments thereon) of Bengaluru Suburban Railway Project (BSRP) and value addition over & above provisions of these studies:

3.1.1 GC shall collect the Detailed Project Report (DPR), any amendments to DPR, work done so far or under progress and any other relevant material/reports/etc.

3.1.2 The GC shall study in detail the project holistically as well as each of the project components with respect to the following aspects but not be limited to:

a) Design Review and Optimization of all the project components i.e. Civil Engineering (Earthwork, Bridges and viaduct, Track works, Tunnel works), Electrical & OHE (SCADA, OCS, TPS) and Signaling & Train Control, Communication, AFC, Design criteria and System Integration.

b) Standards and Specifications

c) Technology and Best Practices

d) Layouts / Drawings

e) Reports

f) Constructability

g) Integration among various agencies IR/ BMRCL/road networks

h) Interface Management and Project timelines

i) Cost Estimate and Controls

j) Financial and physical phasing

k) Operation and Maintenance planning, etc.

l) Overall project integrity, durability and adequacy

3.1.3 The GC shall produce a comprehensive report on assessment of each sub-component, gap analysis, risk identification and areas for improvement in consultation with Employer.

3.1.4 The study shall contain assessment of various sub-components presented in the DPR and its related amendments and reports. Apart from the sub-components mentioned in these documents, other relevant material related to connectivity with IR/ BMRCL/ROAD networks, Multi Modal Integration with other modes of transport, etc. need to be critically reviewed.

3.1.5 The GC shall undertake domestic and international benchmarking based on standards, world-wide best practices, market scenarios and gap analysis for different sub- components and technology options. Basis this analysis and gap assessment conducted by GC, the GC shall suggest value additions in different project components, sub- systems and suggest appropriate technology options.

3.1.6 Based on this option analysis, the GC shall provide recommendations for specific areas of improvement by way of supplementing or modifying existing details with additional/new details. This shall include a detailed comparative evaluation and value for money analysis over the project life cycle, wherever applicable.

3.1.7 The GC shall also suggest new ideas/concepts beneficial for the overall success of the project based on their national and international experience

as well as thorough due diligence.

3.1.8 The GC shall identify necessary approvals and clearances from relevant / statutory authorities for the supplemented / modified parameters or deviations (if any) and assist Employer in obtaining the same. The assistance expected from the GC shall include but not be limited to preparation of draft document with justification, presentations, etc.

3.1.9 The GC shall identify key risks, propose risk mitigation measures and prepare and/or update detailed risk management plan, including disaster management plan, in consultation with Employer.

3.1.10 GC shall assist in preparation of conceptual scheme for stations, property development and other buildings and master layout for depots which shall be undertaken by Employer.

3.1.11 The GC shall prepare an updated project implementation plan including financial and physical phasing for approval of Employer. The GC shall be responsible for monitoring project progress in accordance with the approved plan (including amendments/revisions thereon, if any) and highlight any nonconformity or deviations.

3.1.12 **Information:** The Employer shall within a reasonable time give to Consultant, free of cost, all information which he is able to obtain, and which may pertain to the Services. But this will not relieve the responsibility of the Consultant to collect all the necessary information from other organizations, agencies etc. for the execution of the work assigned. The Information shall be provided at the earliest.

3.2 Project management and monitoring

3.2.1 The GC shall proactively assist Employer in overall project management and monitoring. The aspects, where proactive support is envisaged, include but not be limited to the items detailed below.

A. Approvals

3.2.2 The GC shall assist Employer in obtaining all necessary approvals and

clearances from statutory and relevant authorities and from the "FUNDING AGENCY" team if any, throughout the project implementation. These shall include but not be limited to Bank approval of agreed safeguards instruments, environment clearances, forest clearances, wildlife clearances, safety/CRS, EIG, RDSO etc.

a) The GC shall prepare a detailed roadmap for obtaining various clearances required for implementation of the project. This shall include list of clearances, approvals, permits, compliances related to the development and implementation of the project. The road map needs to contain documentation requirement, dependencies and timelines that need to be adhered to for timely approvals.

b) The GC shall ensure that the process for obtaining the approvals and schedule is well defined including approvals from appropriate regulatory agencies. The GC shall monitor the progress in these matters and report to Employer proactively.

c) In regard to co-ordination of activities to be carried out by the local authorities and other Government departments, the role of GC would be to frame and put up to Employer, detailed proposals for being discussed and resolved by Employer, in various co- ordination groups set up by Central / State Government(s). The GC shall provide to Employer all technical data, sketches, drawings, and also attend the co-ordination meetings along with Employer for obtaining approval of proposals from these co-ordination groups.

d) The GC shall provide inputs on comments and opinions sought by the departments/ financing/ regulatory agencies under the State / Central Government with respect to the project being developed / implemented.

3.2.3 The GC shall assist Employer, as required, in contract administration, disputes and claims management.

a) The GC shall recommend and assist Employer in implementing appropriate strategy / mechanism to deal with contract terminations and dispute resolution mechanism in renegotiations (if any), contract exit strategies and fall back options.

b) GC shall prepare contractual correspondences to contractors, manufacturers and suppliers etc. in consultation with Employer.

c) The GC shall assist in taking appropriate steps within the framework of Dispute Resolution mechanism under the respective contracts in consultation with Employer. The GC shall assist Employer in review and drafting of responses, participating in meetings with Employer with respect to disputes and claims till the duration of Contract Period.

B. Project Schedule Management

3.2.4 The GC shall prepare a detailed integrated schedule/ project timeline for the entire project including procurement stages which shall include but not be limited to the order in which Employer should carry out each stage of design, procurement, manufacture, delivery to site, construction, erection, testing and commissioning. All major events and activities in these stages and their sequence should be clearly described.

3.2.5 The GC shall use latest licensed version of Primavera /MS Project or any other suitable software as approved by Employer for scheduling.

3.2.6 The GC shall review the detailed schedule submitted by the contractors and highlight the inconsistencies in line with the overall integrated schedule and recommend corrective measures.

3.2.7 The GC shall regularly undertake planned vs actual analysis with respect to agreed implementation schedule and create early warning system to identify any red flags and need for any proactive actions to be taken by Employer. The GC shall update overall project schedule in line with the discussion with Employer.

3.2.8 The GC shall undertake analysis of critical path and near critical path for the project on a regular basis and suggest corrective measures in order to ensure timely completion of the project in line with the overall integrated schedule.

C. Cost controls including Budgeting and Accounting

3.2.9 The GC shall create baseline program cost, budget and cash flow schedule and shall track it as per actual.

3.2.10 The GC shall assess the financial position and project long-term financial statements.

3.2.11 The GC will assist Employer in preparation and submission of disbursement claims to Funding Institution.

D. Change Management System

3.2.12 The GC shall develop and monitor scope and change management procedures. This shall include but not be limited to:

a) Establish the procedures for any changes to the Project criteria to create uniformity of application across all existing contracts of the Project.

b) Identify and monitor the matters through a change log affecting the project budget, provide timely updates that reflect funds received, funds obligation through contract awards and approved change orders, and projected obligations.

3.3 Preparation of procurement strategy and bid advisory services for assisting in selection of Contractors, Developers, Vendors, Manufacturers, Suppliers, and other related services:

A. Preparation of procurement strategy

3.3.1 Few bids for civil works have already been invited and are being finalized by the employer. The GC shall assist in bid process management of balance bids which have not been finalized.

The GC shall suggest the governance structure to be followed for approval at different stages of bid process management for various types of bids. The same shall be established in consultation with Employer. The stages shall

contain:

a) Procurement strategy

b) Tender documents

c) Pre-bid replies and addendum/corrigendum

d) Final evaluation report - technical and financial (as required)

3.3.2 Framework for undertaking property development (if feasible on a PPP basis based on the land monetization study which has been commissioned by K-RIDE) at various stations and appointment of Rolling Stock suppliers & operators on a Public-Private-Partnership (PPP) basis.

The documents necessary for the invitation of the bids for the foregoing PPP bids shall be prepared by the GC and the entire bid process management shall be done the GC.

3.3.3 The GC shall prepare and assist in formulating a detailed procurement strategy for the consideration of Employer. This shall include but not be limited to:

a) Compliance with guidelines / policies / regulations of government(s) and Funding Agency.

b) Structuring of bid packages for selection of contractors/suppliers/DDCs /other consultants as required–number of bid packages, bundling/unbundling of various project components, cost analysis and estimates, scope of work and boundary conditions, etc.

c) Type of contracts (lump-sum, item rate, etc.)

d) Mode of procurement (Design-Build, Build Only, Design-Build-Maintain, etc.)

e) Type of selection process (lowest bid criteria, quality-cum-cost based selection, etc.)

f) Interface requirement and planning among various project components, bid

packages and contracts

g) Market analysis to ascertain sufficient number of bidders for each bid package

h) Impact of selected option(s) on estimated project economics (incl. cost and time)

i) Risk assessment and mitigations measures

j) Procurement schedule

B. Preparation of bids:

3.3.4 The GC shall adopt the approved procurement strategies and prepare bid documentation (where the bid preparation has not been done). These shall include but not be limited to providing assistance in preparation of tender documents, draft contract agreements, etc. Tender documents shall be prepared in line with the guidelines/policies of the government(s) as well as the project Funding Agency if any.

3.3.5 The tender and contract documents for the agreed tender packages may include:

a) Invitation for Bid (IFB)

b) Instructions to Consultants and Bid Data Sheet (ITC & BDS)

c) Pre-Qualification Documents (PQD)

d) Pre-Qualification Criteria (PQC)

e) Tender Evaluation Criteria

f) General Conditions of Contract (GCC)

g) Special Conditions of Contract (SCC)

h) Bid/Contract Forms

i) Employer's requirement which includes.

i. Outline design and drawings including design basis report.

ii. System wide specification (General Specification)

iii. Detailed Terms of Reference / Scope of Work, including any milestones/ team members and their qualifications/ key performance indicators (KPIs) and/or service level agreements (SLAs)

iv. Particular Specifications (PS) (wherever required)

v. Tender Drawings (wherever required)

j) Safety, Health and Environment (SHE) manual

k) Environmental and Social Management Plan (ESMP)

l) Pricing Document/Bill of Quantities (BOQ)

m) Quality Assurance Plan (QAP)

n) Form of Contract Agreement,

o) Any other requisite documents as applicable.

GC shall prepare all the above documents.

3.3.6 Some of the documents listed in 3.3.5 above might have already been prepared by Employer/ DDCs. However, the GC shall review/ proof-check the same and suggest any modifications in line with the project objectives.

3.3.7 The GC shall prepare Employer's requirement and pricing document for tender packages covering all aspects relevant to the implementation of the corridor and in the degree of detail as required in tender documents for such projects so as to enable the bidders to make competitive bids.

3.3.8 The GC shall recommend and finalize outline design criteria, specifications, standards and codes of practice to be followed, as approved by Employer and obtain approval if required by Employer for necessary corrections and modifications.

a) The recommended criteria, specifications, etc. will become part of tender design, on acceptance by Employer.

3.3.9 The recommended specifications and design criteria shall cover aspects related to the methods of construction, design of temporary works, and disposal plan for excavated materials, as also the external environment under which the work

would be required to be executed. The specifications will also prescribe the tests and acceptance standards for various components of works.

a) It is to be ensured that the designs and specifications will meet the project requirement at reasonable cost, without imposing any limitations regarding competitive bidding. Employer intends to go green and adopt international best practices in relation to harnessing renewable (solar, etc.) energy, rainwater harvesting, other initiatives (as required under law / statutory obligations) in line with government policies/ programmers and initiatives, etc. at stations, depots, viaducts, and other BSRP project components.

3.3.10 The Tender design and drawings shall be prepared in the manner that is consistent with the final design of the project components and interfacing requirements. The tender designs and drawings shall be sufficiently detailed so as to be responsive and competitive bids can be obtained. In case of Architectural tender drawings, it shall also cover all aspects of station design such as spatial modelling, overcrowding controls, information signages, multimodal exchanges, green building features, traffic movement, parking facilities, entry/exit and evacuation facilities, public amenities etc.

3.3.11 GC shall assist in finalization of Station Planning and Design Criteria (such as level of service, station sizing and evacuation plan, fire and accessibility norms etc.) for stations and property development areas.

3.3.12 Based on the accepted tender designs, design criteria, specifications, standards and codes of practice, the GC shall prepare a suitable Pricing Documents/BOQ and estimated cost for the various tender packages. For item rate tenders same shall be prepared by the DDC which shall be proof checked by the GC. GC shall prepare Standard Schedule of Rates with Rate Analysis for above items including stations, depots etc. and take approval from Employer. The Schedule of Rates shall also be accompanied by the Standard Specifications and the Method of Measurement for these items.

C. Bid Process Management

3.3.13 The GC shall support the Employer in conducting entire bid process management till signing of contract for selection of Contractors/ Suppliers/ DDCs / Others. This shall include but not be limited to:

a) Market testing and empanelment (as applicable),
b) Pre-bid conference and response to pre-bid queries,
c) Technical / bid related presentation and documents,
d) Preparation of draft contract agreements.
e) Ensure that the Environmental and Social Management Plan/s are included appropriately in the contractual obligations of the selected bidder.

3.3.14 The activities to be rendered by the GC in this regard shall include, but not be limited to the following:

a) The GC shall assist in inviting the bids of BSRP (Employer) through the designated procurement portal (access to be provided by Employer). GC shall follow the rules and regulations of the designated procurement portal in their bid process management.

b) Pre-qualification of contractors / suppliers /Developers /Vendors/ Others for bidding. GC shall undertake all necessary works regarding receipt and evaluation of contractor's documents and recommend to Employer the pre-qualified list for their acceptance wherever prequalification is considered necessary with prior approval of Employer.

c) GC shall organize pre-bid conferences / meetings, prepare responses to the queries of the bidders and issue any associated addendum/corrigendum to tender document(s), make presentation(s). The GC shall send or receive necessary correspondences/ clarifications, upload replies/corrigendum on procurement portal (access to be provided by Employer), etc. with prior approval of Employer. Pre- Proposal meetings shall be preferably held at the Employer’s office.

d) GC shall assist in evaluation of the tender proposals as per requirement of the funding agency if any and if required furnish recommendations for the selection of the contractors/ Developers /Vendors etc. for all bid packages including ranking of the bidders. For this, GC shall prepare a confidential evaluation report with detailed analysis and justification and prepare presentation materials as per the requirement of Employer as well as Funding Agency. This report/presentation should contain a concise set of basis and justification for ranking of the bids. GC shall be required to make a presentation pertaining to the recommendations to a committee and/or a

working group that may be set up by Employer.

e) Prepare Clarifications before and after bid submission.

f) Assist in negotiations with Bidders.

i. Prepare information and data to be used in the negotiations/ clarifications.

ii. Co-ordinate and assist Employer in negotiations/clarifications with the selected bidder(s) and record minutes of all meetings.

g) Any other relevant details, as deemed necessary.

h) The GC shall assist Employer in finalization of Contract agreements.

3.3.15 The GC shall recommend and assist Employer in implementing appropriate strategy / mechanism to deal with bid disqualifications, negotiation, terminations and fall back options.

3.3.16 The GC shall ensure proactive monitoring and management of approved procurement schedule, highlight triggers for ongoing/next set of activities to be initiated on rolling basis. The GC shall highlight any non-conformity or deviations from the approved procurement schedule and need for amendments, if any.
Employer shall form appropriate bid evaluation committee(s) and/or working group(s) which shall oversee the bid process and give necessary approvals at various stages of bid process.

Activities related to Contract Management:

3.4 Proof-checking of designs, drawings, technical proposals and specifications along with ensuring system integration and interface management.

A. Proof checking

3.4.1 The GC shall proof check all the technical submittals including but not be limited to Design Documents, Drawings, Technical Proposals, Vendor Proposals and Specifications submitted by either Detailed Design Consultant/Contractors

during the Procurement Stage and Construction Stage in a timely manner in line with the duration mentioned in the respective contracts. Certain items may be excluded from the scope of the GC (refer Clause 4 for Scope Exclusions)

3.4.2 Proof checking shall include but not be limited to the following:
The GC shall review the design detail, plan, method statements, drawing, specifications and information etc. provided by the Contractor/Consultant to ensure

a) that they in aspects such as proper format, sufficient details, required extent, size and scale and within such timelines as may be required to ensure effective execution of Works and/or as otherwise required by the Employer.

b) The GC shall review the design detail, plan, surveys, drawing, specifications and information etc. provided by the Contractor/Consultant to ensure that they are in consonance to the tender requirements, relevant enactments and regulations and have taken full account of the intended manufacturing and installation methods and comply with the implementing strategy of the BSRP. The Architectural drawings shall also be reviewed from the perspective of level of service, station sizing, evacuation plan, multimodal integration, fire and accessibility norms etc. GC shall assist Employer in developing the aesthetic theme for the stations, depots, property development and other related areas including finishing scheme, schemes for artworks at those areas.

c) The GC shall identify and provide proper interface coordination so as to assure timely completion of all works and commissioning of the various sections within optimum time schedule according to the approved implementation schedule. The GC shall conduct site inspections to monitor any inconsistencies in the System integration at a reasonable frequency in consultation with Employer.

d) The GC shall furnish their comments after review of the details to the concerned Contractor/Consultant/ designated engineer/ nominated person and insist for compliance.

e) Upon compliance of the requirements of the comments, the proposal shall be furnished to Employer along with GC’s final recommendations for review and approval by Employer.

f) The GC shall review the 'As Built' drawings for each component of the works prepared by the contractors/suppliers/manufacturers and determine their

acceptability under the terms of the relevant contracts.

g) Any other relevant tasks.

B. Interface management

3.4.3 The planning, designing, procurement, construction, testing and commissioning of the BSRP involves various activities related with civil engineering, track works, traction & power, signaling & train control, telecommunication, depot & workshop, electrical and mechanical systems including those pertaining to the Rolling Stock, Passenger amenities and operation & maintenance, Common Data Environment (CDE) etc., which will be handled separately by different consultants/contractors. The subgroups managing these activities shall communicate and work coherently in the context of individual requirements of all the sub-groups and of the project in totality.

3.4.4 GC shall work closely with all sub-groups and act as bridge between them to ensure there is no lapse in information flow, including resolution of interface/system integration issues.

3.4.5 GC shall prepare interface management plan – program interface management technical interface management, & operational interface management, etc., in consultation with the respective contractors and Employer. The interface management plan thus prepared shall ensure:

i. Identifying/defining all the potential interfaces among various components of the project.
ii. Outlining the process for coordination and management of parties involved across various interfaces.
iii. Preparation of an interfacing platform where all the requests can be registered.
iv. Defining the process of registering and resolution of an interface request.
v. Establishing monitoring process for the interfacing of the registered request.
vi. Identify information to be exchanged, define the precise division of responsibilities amongst the stakeholders and identification of integrated test to be performed at each stage.

vii. Develop and incorporate necessary provisions in respective tender documents.

viii. Monitor the work program of each contractor so that all key/access dates are met by the individual contractors and highlight any program risk requiring Employer attention.

3.4.6 GC shall conduct regular site visits/meetings along with relevant stakeholders to review and monitor any interface related issues as per approved interface management plan in consultation with Employer.

C. System Integration

3.4.7 The GC shall be responsible for coordination and act as a facilitator to ensure assimilation of requirements of all phases i.e. planning, designing, procurement, construction, testing and commissioning among various consultants / contractors / suppliers / other stakeholders and thereby prepare, manage and control, the overall system integration processes which will lead to successful implementation and operations of Bengaluru Suburban Railway Project (BSRP).

3.4.8 GC shall take all reasonable steps to ensure that the works are coordinated and integrated with the design, manufacture, installation, execution, testing and commissioning of such other works and shall in particular (but without limitation):

i. Participate in integrated testing and commissioning and demonstrate to the satisfaction of Employer that the system has been designed and constructed in a compatible manner.

ii. Demonstrate to the satisfaction of Employer the system readiness for commercial operations and integration.

iii. Comply with any direction which Employer may give for the integration of the design of any part of the project

D. Summary of activities to be undertaken during design phase

3.4.9 As described above, during the Design Phase, **GC shall be required to review** the following items:

a) Preliminary Design Submission which includes:

1. Design submission Programme
2. The quality assurance plan for design
3. Preliminary construction methodology
4. Basis of Design, factors influencing the Design and a review of the outline design criteria;
5. The identification of design codes and standards;
6. Review of technical specifications proposed for the work
7. CAD procedures;
8. Design Manual;
9. Proposed software;
10. The preliminary off site (manufacturer's premises) testing recommendations;
11. The preliminary testing and commissioning report
12. The preliminary maintenance analysis and report
13. The preliminary equipment proposals, layouts and details. The utility diversion plan;
14. Detailed alignment review;
15. Proposed site surveys and other field surveys like geological, hydrological, seismic, etc.;
16. Topographic survey of the site.
17. Preliminary depot layouts;
18. Reference pillars.
19. Standard details of preliminary alignment like plan and cross section including bench marking, the track alignment, the shape of the earthworks, track layout at Junction Stations, crossing Stations, Maintenance Depots, the necessary highway/road/track works, identify all bridge structures (ROB, RUB, Culvert, RFO etc.), tunnel structures, location of all utilities whether IR, public or private, temporary works retained level crossings and associated staff shelters, layout of K-RIDE station compounds and associated accesses and outline links to utilities.
20. Preliminary design of formation including drainage system – longitudinal and cross drains, diversions of nalla (open drain) etc.;

21. Preliminary design of retaining wall wherever required.
22. Reports detailing the identification of borrow areas for formation and their soil properties.
23. Planning for blanket material, prepared sub-grade along with source of material.
24. Existing bridge data like chainage, opening size, bed level, HFL, scour level and protection works if any.
25. Preliminary seismic report;
26. Data for catchment area and hydrological report for each bridge
27. Preliminary recommendation of opening sizes of BSRP based upon cross verification between existing opening sizes, discharge calculations and other site related parameters.
28. Preliminary RUB, Railway Fly Over and modification proposals to ROB, tunnels;
29. Preliminary GADs
30. Preliminary track structures including Railway, sleeper, fitting, SEJ, points and crossings, derailing switches, track on bridge approaches, track on bridge proper, level crossings, etc.,
31. Preliminary cross section in cutting and embankment showing ballast profile on curve and straight,
32. Preliminary track layouts including yard plans,
33. Connectivity details to existing IR yards/ BMRCL/ROAD and modifications there to,
34. Preliminary signage proposals,
35. Preliminary architectural layouts of buildings and main materials,
36. Preliminary construction methodology for buildings
37. S&T Preliminary design document as per system Works Contract
38. Preliminary design of traction power supply system, overhead equipment, Supervisory Control and Data Acquisition (SCADA) and E&M Works as per System Works Contract.
39. All relevant EHS procedures and documents (assessment and plans)
40. Passenger amenities, Safety and Security System plans.

b) Definitive Design Submission which includes:

1. Dimension of all Major features, elements and members
2. Schedules of all materials
3. Potential forces and movements due to all possible loadings and actions on the structures, and their accommodation;
4. All stress calculations due to secondary loading;
5. Standard details;
6. Proposed Good for Construction drawings pertaining to each component for consideration of the Engineer;
7. Electrical and mechanical services and equipment and their interaction with the structures;
8. Erection methods;
9. Utilities to be diverted / supported,
10. Report on interfacing contracts;
11. Provisions and proposals for construction interfacing with the Interfacing Contractors;
12. Maintenance report.
13. Updated Environmental management plan including corrective measures;
14. Demolition methodologies.
15. Final location survey, geometry (vertical and horizontal) and setting-out of all main elements and features of alignment including horizontal and vertical curves, transitions, grade compensations etc. complete with corresponding calculations and layouts;
16. Standard details on updated alignment
17. Final hydrology report with field data and samples for general catchment;
18. Final seismic report;
19. Earthwork design including sub-soil suitability/availability, slopes stability analysis, adequacy of blanketing material used and prepared subgrade etc. complete with calculations;
20. Cross section of the proposed embankment/cutting at specified intervals (at 20m in straight and 10m on curve) indicating thickness of different

layers with specification details;

21. Borrow pit locations with lead diagrams of cut/ fill / borrow;
22. Detailed design of Tunnel and ancillary works
23. Schedules of all equipment;
24. Equipment Testing proposals;
25. Updated bridge list for the section.
26. Definitive GAD which includes the final drawing and design to be adopted for construction.
27. The locations and nature of all steel structures along with fabrication drawings and also with relevant joints and connections and details thereof;
28. Final hydrology report with field data and samples for each bridge;
29. Schedules of all equipment;
30. Modifications to existing ROB, plans and detailed scheme;
31. Demolition methodologies.
32. Survey of the existing stations and existing track layout with recommendations where connections between BSRP and Indian Railway track are to be done
33. Track design including sleepers for all locations, fittings, SEJs, LWR, etc. design and corresponding calculations;
34. Points and crossings, derailing switches with detailing,
35. Methodology of Track construction in detail;
36. Signage requirements and plan;
37. Schedules of all machineries and equipment;
38. Testing and commissioning proposals;
39. Architectural requirements;
40. Existing building rehabilitation recommendations;
41. Potential forces and movements due to all possible loadings and actions on the structures, and their accommodation;
42. S&T design document as per S&T works contract.
43. AFC, Passenger amenities etc.
44. Definitive design of traction power supply system, overhead equipment,

SCADA, and E&M works as per System works contract

45. Technical Specification Document
46. Design Manual
47. Interfacing Contract Report Document
48. Survey report
49. Utilities Report
50. Temporary Work Design Report
51. Hydrology Report
52. S&T Management Plans as per S&T works Contract
53. Management plans pertaining to electrical works as per System works Contract

3.5 Supervision of Civil infrastructure works as well as implementation activities for Systems including but not limited to electrical & mechanical, solar systems, power supply, traction, signalling and train control, telecommunication systems, Rolling Stock and AFC, Platform Screen Door (PSD). :

3.5.1 Role and functions of GC during Construction Phase

A. Construction Phase shall commence immediately upon the issue by the GC, a notice in respect of the relevant Drawings Submission and shall terminate when the section corresponding to a particular work contract is taken over by the Employer. However, construction shall not commence until the original copies of the appropriate Definitive Design and Drawings have been endorsed by contractor as “Good for Construction” and GC issued Notice that he has no objection to these drawings. The construction Phase includes completion and submission of the Final Design and the preparation and submission of the As Built Drawings and other records as specified in works contracts and clearance of the same by GC after review.

B. GC shall assist/advise Employer timely regarding handing over the site to concerned contractor which they will hand over in stages, in the advance actions required to be taken for the handing over of the site and to achieve the milestones for completion of the construction packages.

The duties of the GC during the Construction Period will be that of 'Engineer' and including and encompassing, superintendence of the Contractor's performance of the works on a day to day basis, particularly with regard to quality of materials/construction, execution of work as per approved methodology and work plan, work site safety, removal/relocation of chartered/ unchartered utilities, project monitoring as per approved work plan, compliance to occupational health plan, compliance to environment mitigation plan, interface management with other contractors including works contractors, inspection and acceptance of work, report submission, record keeping, providing facilities for inspection for Employer/other consultants/inspecting agencies, testing and commissioning including integrated testing of work as per provision of contract.

C. For the Construction Phase, works contractor shall prepare a comprehensive Programme for acceptance tests and shall demonstrate to the GC how this Programme meets provisions under various contracts, in all respects but not limited to, for the specified technical and performance requirements. The GC shall conduct regular field checks and tests to ensure that work has been carried out as per agreed specifications and standards. GC's Supervisors shall carry out required field checks for Contractor's Requests for Inspection (RFI) pertaining to various items of works and clear the same. The RFI procedures to be observed by the Contractor, particularly with regard to Inspection and testing shall be as agreed by GC and works contractors.

D. The GC shall clearly specify in its bid proposal, the system of test checks for these RFIs at appropriate levels proposed to be adopted by it with the minimum test check being 100%, 20%, and 5% of the RFIs at the level of Supervisor (K3), ARE (K2), RE (K1) respectively. The agreed percentages of test checks shall be made for every individual item of work in every interim payment to the Contractor at the level of Supervisor/Engineers. Test check at the level of Project Manager shall be made in such a way so as to cover all the representative items of work in a contract package every quarter. GC shall certify conducting of these Test Checks as agreed for every interim payment recommended by it. K-RIDE may undertake QA/QC audits by its own representatives or through an independent third party to verify the work undertaken by GC.

E. In the event that the Contractor is required to carry out any remedial works for removal or rectification of any defects or deficiencies, the GC shall require the Contractor to prove through appropriate tests that such remedial works have brought the works into conformity with the Contract. The GC shall take all necessary measures to achieve closure of non-conformances through the

Contractor's actions in the shortest possible time, but in no case later than Period of Completion. The GC shall maintain complete records of all remedial works from their identification to rectification in the event that the Contractor fails to achieve any of the Project Milestones, the GC shall undertake a review of the progress of construction and identify the causes of delays, if any. If the GC determines that completion of the works is not feasible within the time specified in the Contract, it shall require the Contractor to indicate, within 15 (fifteen) days of its notice to the Contractor, the steps proposed to be taken to expedite progress, and the period within which the Project Completion shall be achieved. This notice to the Contractor shall be copied to K-RIDE. Upon receipt of the Contractor's response, the GC shall review the same and send its final determination to K-RIDE and the Contractor forth with.

F. If at any time during the Construction Period, the GC determines that the Contractor has not made adequate arrangements for ensuring safety of workers and users and open lines of Indian Railways and other legal and statutory obligations mentioned in the contract in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the users or hampers the progress of the work, it shall notify the Contractor forthwith that the whole or part of the Works shall be suspended for ensuring safety thereof. This notice of suspension for reasons of safety shall be promptly communicated to K-RIDE. The suspension shall be lifted by the GC, only upon its determination that the conditions which caused the suspension have been removed or remedied sufficiently, in the GC 's professional judgment and following its subsequent inspection of the works.

G. If the Works are suspended for reasons not attributable to the Contractor, the GC shall make a determination of these reasons and if necessary, allow for the extension of time set forth in the Project Completion Schedule and compensation to which the Contractor may be entitled as per contract provisions. The GC shall notify K-RIDE and the Contractor of its determination prior to the onset of the suspension period; and when the reasons for the suspension have subsided and the Works can be resumed.

H. The GC shall carry out, or cause to be carried out, all tests specified in the related schedules of the Contract and issue a Completion Certificate/ Provisional Certificate (at least 60 (sixty) days prior to the likely completion of the Railway System), as the case may be as per provision of contract. These functions shall be carried out and communicated to K-RIDE and the Contractor in conformance with the related provisions of the works contract.

I. The GC shall make fair and reasonable assessments of the payment requests

and associated documentation submitted by the Contractor and shall provide its determination, prior to such payments being made by K-RIDE. In its determination, the GC may certify full or partial payment, depending on its assessment of the Contractor's payment request and documentation.

J. The GC shall review the 'As Built' drawings for each component of the works prepared by the Contractors and determine their acceptability under the terms of the Contracts. The GC shall communicate its determination to K-RIDE and the Contractors.

K. The GC shall ensure compliance with site specific Environmental & Social Management Plan (ESMP) submitted by the Contractors.

L. The GC shall ensure compliance of SHE plan submitted by the Contractor.

M. GC shall determine the disposition of any cost proposals submitted by the Contractor under the Works Contract and their reasonableness and provide its recommendations to Employer along with the required details for approval.

N. GC shall determine the disposition of any time extensions requested by the Contractor under the Works Contract and their reasonableness and provide its recommendations to Employer along with the required details for approval.

O. The GC shall issue the relevant certificates (excluding performance certificates)as may be required in the works contracts documents.

P. The GC shall be responsible to obtain all records of “As built” drawings and completion documents from the contractor and prepare completion estimates in accordance with provisions of Indian Railways Engineering Code. This shall be submitted within six months of issue of taking over certificate.

Q. The GC shall prepare an inventory of completed works and inventory of spares to be supplied by works contractors for use during maintenance.

3.5.2 **GC shall supervise all implementation activities and shall undertake contract management for Systems which shall include but not be limited to:**

a) Electrical and mechanical system such as air conditioning, ventilation, fire-fighting & detection, sub-stations, earthing system, piping, pumps, auxiliary power distribution, SCADA system, access control system, generators, transformers, all components related to low voltage power distribution, illumination for the project and tunnel ventilation etc.

b) Traction power and distribution system

c) Signaling and train control, telecommunication system

3.5.3 GC shall undertake testing of complete signaling installation as per the various provision in the codes, manuals and instructions and recording of complete testing data and submission same to Employer. The testing includes indoor testing like functional test, testing of panel with reference to approved locking table, square sheet, break test of circuits. Outdoor testing includes testing of points for obstructions, track circuits voltages, signals, axle counter, block working etc. to ensure safe working. During testing consultant will liaison with concerned statutory authorities for any correction/modification, if required in the approved drawing to ensure safety in Train operation.

3.5.4 GC shall highlight any non-compliance with respect to scope, quality, EMP and SHE for the implementation activities of the systems to Employer as per the required guidelines/standards

3.5.5 GC shall certify any Extension of Time/variation /claims by the contractors and provide its recommendations to Employer along with the required details. In the event, the scope is enhanced leading to additional work/supplies, GC shall undertake independent assessment of the estimation provided by the Contractor/Vendor/Developers etc.

3.5.6 GC shall assist Employer in identification of key interface issues/requirements from the civil and system contractors to ensure timely completion of the project

3.5.7 The GC shall prepare and submit a regular report including significant events, if any, on the previous day for the systems mentioned in 3.5.2 above. The report shall be sent by e-mail or fax to Employer's head office and to the site office. This report will also include any event/happening which is likely to affect the progress, quality of work and safety.

3.5.8 GC shall maintain copies of all reference documents, specifications, and drawings including working/as-built drawings, test data, details of variations and other correspondence in a systematic manner so as to ensure that all relevant personnel are equipped with the latest documents and all data is available as and when required by Employer.

3.5.9 GC shall exercise such authority, in his capacity as the 'Engineer' defined in the construction contract documents subject to the Consultant having no authority for:

I. Amending the `Contract for Works' awarded to the Contractor.
II. Instructing a variation or Approving a proposal for Variation submitted by the Contractor.
III. Agreeing or determining an extension of time and/or additional cost for any reason.
IV. Issue of Performance Certificate.
V. Agreeing or determining a new rate/extra item
VI. Relieving the Contractor of his duties, responsibilities and obligations stated in their contract agreements.
VII. Exercising authority for items other than those provided in these Scope of Work and stipulated in the consultant's contract agreement.
VIII. Instructing or approving Variations except:

(a) In an emergency affecting the safety of life or of the works or of adjoining property or track, he may, without relieving the Contractor of any of hi duties and responsibility under the Contract, instruct the Contractor to execute all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk.

(b) In case the emergency mentioned above occurs on account of failure of Contractor, by way of not adhering to the sound industry practice or not taking adequate safety precautions, then no amounts shall be paid to the Contractor for attending to such emergencies.

3.5.10 Notwithstanding the obligations, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with provisions of construction contract.

3.5.11 **Eminent Expert Panel:** An Eminent Experts' Panel shall be formed by Employer and the same can be updated from time to time, if required. If at some stage of the General Consultancy duration, Employer feels that the opinion of the external experts is required on matters for ensuring timely execution of various projects then it may seek the same from the Eminent

Experts' Panel. It may be noted that the payment to such a Panel will be made by Employer. However, GC shall be required to be present in such discussion related meetings with the Eminent Experts' Panel, whenever informed by Employer.

In addition to the scope as provided above, GC on request of the Employer shall provide necessary experts within the broad scope of its engagement to assist the Employer in engagements with various stake holders such as State Govt., Central Govt, Lending Agencies, Ministry of Railways, Various Ministries etc. It may be noted that the payment to such an Expert(s) will be made by Employer

3.6 Testing, trials, statutory approvals and commissioning

3.6.1 The GC shall do proof checking of all temporary works RITES including Civil, Electrical, OHE, and any other work. (Note: Temporary works include among others safety works required to facilitate the construction of permanent structures such as temporary launching arrangements required for construction of permanent superstructure (i.e. PSC girders or Steel girders) of RFOs over the existing railway lines and ROBs / RUBs over road etc.)

3.6.2 Inspection and Testing

a) GC shall proof check testing and commissioning plans submitted by contractors/vendors etc.

b) GC shall attend inspection/ testing along with Employer for various quality hold points.

c) GC shall proof check results of inspection/testing and commissioning including routine/prototype tests and system tests so as to advise Employer on the final acceptance of the system.

3.6.3 Integrated Testing and Commissioning along with trial runs and statutory approvals

a) The sections intended to be opened for traffic will required to be subjected to the requisite trial tests.

b) The GC shall prepare integrated testing and commissioning/ trial scheme including schedule as per the statutory and system requirements to verify/ authenticate suitability and adequacy of the system.

c) The GC shall enable Employer, giving all necessary assistance, to conduct the integrated tests/trials. Any shortfalls noticed during the tests / trials will be

arranged to be rectified by the GC through the contractors / suppliers. In order that the deficiencies are limited to the minimum, the design and construction of the project should take due consideration of the requirements under the relevant laws for opening of BSRP system with design speed of 90 kmph for the public carriage of passengers.

d) The GC shall assist Employer in preparing and submitting all documents with all necessary details / information to be furnished to the RDSO/CRS/other Statutory Authorities in connection with the section to be opened to traffic. All relevant information as required to be furnished to the RDSO/CRS/other Statutory Authorities in connection with the section to be opened to traffic shall be furnished by GC to Employer.

e) The GC shall assist Employer in apprising RDSO/CRS/other statutory authorities both at the design stage and construction stage to obtain all necessary intermediate approvals as well as certification from the RDSO/CRS/other Statutory Authorities for successful opening of the section(s) to traffic for commercial operations.

f) The completed section of the corridor shall be opened for revenue services only after the sections are certified fit for passenger traffic by RDSO/CRS/other Statutory Authorities.

3.7 Knowledge transfer, Capacity building of Employer

3.7.1 Preparation of Manuals, Standard Operating Procedures (SOPs), Schedule of Dimensions, Policies and Specifications with a view to manage the assets and the systems in a most optimized and safe manner:

a) Instruction Manuals, and Specifications, submitted by Consultants / Contractors shall be reviewed by GC for approval of Employer. Manuals and Specifications not covered in the scope of Contractor/Consultant shall be prepared by GC and submitted to Employer 90 (Ninety) days prior to Scheduled Completion Date of the Project.

b) These shall include but not be limited to the following:
   i. Track Manuals and Formats
   ii. Civil Works Manual
   iii. Signaling Train Control Manual
   iv. Telecommunication Manual
   v. Commercial Manual
   vi. Operating Manual
   vii. Disaster Management Manual

viii. Overall Maintenance Manual
ix. Accident and Safety Manual
x. Traction & Power Supply manual
xi. Environmental Management Manual
xii. Depot & Maintenance Manual
xiii. Quality Assurance Manual
xiv. Manual for Lifts and Escalators
xv. Climate Control
xvi. E & M Manual
xvii. OCC Manual
xviii. Erection Manual
xix. Asset Management
xx. Safety, Health and Environment Manual
xxi. Standard Operating Procedures (SOPs)
xxii. Schedule of Dimensions
xxiii. General Rules-South Western Railway
xxiv. Human Resource Policy
xxv. Code of Conduct
xxvi. Stakeholder Engagement and GRM Policy

c) These documents shall also form the basis of the training of Operations and Maintenance personnel for the Bengaluru Suburban Railway Project (BSRP).

3.7.2 The GC shall assist in developing O&M KRA/KPI keeping in view the systems in place vis-à-vis the organization structure and associated cost. While developing the O&M KRA / KPI, GC may refer to other similar systems in India for benchmarking.

3.7.3 Training of Personnel of Employer

a) The GC shall plan and design the training modules for personnel of the Employer for various project aspects.

b) such as designing, construction, operation, maintenance and repair of various equipment, machines and plants supplied by various suppliers and system as a whole.

c) GC shall arrange any trainings which are required for capacity building and are not covered under the scope of suppliers/contractors in consultation with Employer. The cost of such trainings shall be borne by Employer.

The GC shall assist Employer in capacity building in identified areas, especially in resource mobilization, manpower planning, project management, contract

administration, claims & dispute management, technology know-how, institutional capacity building and requirements by the GOI and "FUNDING AGENCY".

3.7.4 The GC shall assist Employer in manpower planning and mobilization during construction, operation and maintenance phase. These shall include but not be limited to preparation of job description, qualifications, competencies, etc.

3.7.5 Also, the GC shall handover all relevant documents, conduct knowledge transfer in relation to the scope, and related areas necessary for the success of operation and maintenance phase of the project.

3.7.6 GC shall assist Employer during commercial operations by providing necessary experts in the initial phase (i.e. 12 months from the date of commissioning).

3.7.7 Support during Operation & Maintenance phase and Defect Liability Period

3.7.8 GC should provide necessary support during operation & maintenance phase (i.e. one year after commissioning) as per the requirement of the Employer.

3.7.9 Function of GC during the defect liability period (only for the currency period of GC contract)

a) The GC shall inspect the works at appropriate intervals during the Defect Liability Period.

b) The GC shall coordinate, review, monitor and ensure that the Contractors shall replace/remedy the defects occurring under normal usages of works by the Employer, except for normal wear and tear under such usage during the defect liability period.

3.8 Ensure compliance of Environmental and Social safeguards

3.8.1 The GC will pay full attention and be responsible for compliance of all environmental and social safeguard aspects in accordance with all applicable Government laws and policies, and "FUNDING AGENCY" requirements if any. It will also support for effective gender mainstreaming in the project. Activities to be undertaken for social safeguard compliance includes, but not limited to, the following:

a) Help Employer implement PAP consultation plan/Stakeholder Engagement plan with appropriate mix of engagement activities /approaches during the project preparation to ensure meaningful consultations appropriate during the COVID-19 situation in the preparation of RP, Livelihood Restoration plan, and

other safeguards instruments, aligned with the requirements of “FUNDING AGENCY” if any.

b) Planning, implementation, updating, and reporting on Social and Environmental Safeguards requirements including assessments, plans, and measures.

c) Assist Employer in overseeing the preparation of Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Plan (and livelihood restoration plan), Stakeholder Engagement Plan, and other plans by coordinating with ESIA consultant agency (to be engaged by Employer) as per national and state legal framework and “FUNDING AGENCY”’s requirements,

d) Review draft and final reports submitted by the ESIA consultant and provide detailed comments.

e) Assist Employer in integration of ESIA/ESMP findings in engineering designs and tender and bid documents wherever feasible to minimize adverse impacts

f) Establish system for computerized data base related to the land acquisition and resettlement impacts.

g) Implement the RP (and Livelihood Restoration Plan) directly by engaging adequate experience Social/Resettlement staff.

h) Ensure implementation of the resettlement and livelihood activities by the appropriate Social/RP experts engaged are in accordance with the RP and the requirement of the “FUNDING AGENCY”, including conduct of meaningful consultations with PAPs

i) Assist Employer in timely announcement of project cut-off dates in the project area.

j) Develop formats for collecting and compilation of data and information on the progress on social safeguard aspects (both physical and financial)

k) Undertake site visits, participate in consultations with project affected persons and help design appropriate engagement activities with relevant

stakeholders during the COVID-19 situation to ensure conduct of meaningful consultations.

l) Liaise with concerned District Administration and other line agencies and facilitate requisite help to RP preparation agency.

m) Assist Competent Authorities in land acquisition process as part of Employer, and ensure alignment with the “FUNDING AGENCY” requirements and help prepare the quarterly monitoring report to be submitted to the Lender.

n) Prepare monthly report of RP.

o) Identify reporting indicators for social safeguard aspects of the project.

p) Assist Employer in preparation of internal monitoring report by establishing a system for social safeguard monitoring of the project.

q) Prepare and submit to Employer monthly social safeguards compliance report including deviation, if any

r) Inform Employer of the anticipated resettlement requirements of the project from time to time.

s) Suggest measures to Employer to avoid delays in RP implementation, and also pro-actively participate in resolving issues that arise during implementation.

t) Assist Employer in establishing grievance resolution mechanism for ensuring timely resolution of grievances related to compensation and rehabilitation and resettlement or public grievances and complaints either from affected parties or from general public or any other stakeholder.

u) Coordinate grievance redress committee meetings

v) Establish a computerized system for compilation and analysis of grievances, complaints, and ensure follow up on all grievances and include in monthly reports,

w) Assist Employer in preparation of monitoring report for submission to “FUNDING AGENCY”

x) Assist Employer in all matters related to social safeguards during “FUNDING AGENCY” mission

y) Update the Resettlement Plan (RP) as per final impacts, as required.

z) Provide support to external monitor (if any appointed) for preparation of quarterly reports confirming to “FUNDING AGENCY” requirements,

aa) Organize public consultation with the affected persons and local community in local language and record the proceedings and submit to Employer for perusal and necessary instruction, if any

bb) Assisting Employer in dealing with Right To Information Act compliance, audit, media reports etc.

cc) Ensure compliance to all labor laws such as prohibition of child labour, HIV/AIDS, gender issues, labour camps in view of pandemic like COVID-19, conduct training or orientation programme on labour management.

dd) Provide advice to employer on gender measures to enhance project design (including but not limited to passenger access and safety of women travelers and workers during operations, gender-sensitive facilities), promote opportunities for women (employment) and the welfare of women, children, elderly and people with disabilities as well as on potential project gender risks, such as the occurrence of gender-based violence during construction.

ee) Carry out any remaining land acquisition and RP tasks during the implementation of the project.

ff) Prepare RP Completion Report.

gg) Any other duties as may be assigned for efficient execution of the social safeguards’ compliance.

Other important and enabling services to be provided by GC:

3.9 Distribution of roles and responsibilities between the team members of GC

3.9.1 GC shall monitor all contract works in progress and identify any schedule or coordination conflicts, recommend measures to settle or mitigate problems and implement the recommended measures with the approval of Employer. During construction stage of the Project, the GC shall carry out overall construction supervision of all Infrastructure works.

The GC shall consist of Core Management Team (CMT) and Field Management Teams (FMTs), as required. Separate FMTs will be deployed for the respective jurisdictions of Contract Packages. The role of CMT and FMTs will be to accomplish the following Tasks during the overall period of Consultancy:

a) Tasks of CMT (Bengaluru Office Team)
   i. To advise and assist Employer in the preparation of procedural system with incorporating the various procedures required for the funding institutions like "FUNDING AGENCY"
   ii. To coordinate with K-RIDE office for overall implementation of the Project
   iii. To setup a core design team for all disciplines (including Civil, Electrical, OHE, AFC, Signalling & Train Control, Rolling Stock etc.) at all levels for examining and proof checking of all designs submitted by Contractors/Designers/Vendors
   iv. To setup steering committee consisting of either Team Leader & Dy Team Leader or one representative from each member of the consortium along with two representatives of the client. This Committee shall meet once every month to review the progress of the work as well as resolve any issues that are pending.
   v. To coordinate with respective, headquarter (i.e. South Western Railway) and Bengaluru division and K-RIDE / Site Offices for implementation of the Project under jurisdiction
   vi. To monitor overall project cost relating to master implementation program and assess the financial position and project long-term financial statement.
   vii. To monitor overall construction schedule and evaluate progress of overall construction work and recommend the countermeasure for recovering the progress, when it is necessary, to Employer.
   viii. To carry out critical study of DPR of BSRP and value addition over & above provisions of these studies

ix. To actively manage the works related to preparation of procurement strategy and bid process management for selection of Contractors, Suppliers, Detailed Design Consultants, etc.
x. Help Employer prepare and implement an interim PAP (Project Affected People) consultation plan/Stakeholder Engagement plan with appropriate mix of engagement activities /approaches during the project preparation to ensure meaningful consultations appropriate during the COVID19 situation in the preparation of RP, Livelihood Restoration plan, and other safeguards instruments, aligned with the requirements of “FUNDING AGENCY”.
xi. To review and update the safeguards documents and plan such as ESIA, ESMP, RP, Livelihood Restoration Plan, SEP, and other relevant plans.
xii. Provide advice to employer on gender measures to enhance project design (including but not limited to passenger access and safety of women travelers and workers during operations, gender-sensitive facilities), promote opportunities for women (employment) and the welfare of women, children, elderly and people with disabilities as well as on potential project gender risks, such as the occurrence of gender-based violence during construction.

xiii. To coordinate and liaise with statutory authorities to obtain clearances and permits for the project.
xiv. To prepare the quarterly safeguards monitoring reports for submission to the funding institutions like “FUNDING AGENCY”
xv. To examine and approve proposals on additional environmental mitigation measures and monitoring activities prepared by FMTs.
xvi. To recommend acceptance or rejection of any part or parts of the completed works to Employer
xvii. To evaluate claims from the Contractors for extension of time, extra work payment, etc. and submit recommendation to Employer.
xviii. To review and recommend for approval of Employer all GADs and to review and issue No-Objection Certificate to all detail design and drawings prepared by the Contractors.
xix. To negotiate with contractors and recommend to Employer on contract variations, if any
xx. To evaluate and recommend to Employer for approval of any changes in the plans or any effects on the changes of the contract amount and time schedule of the project.
xxi. To prepare integrated periodical reports and submit to Employer.
xxii. To participate in the final construction inspection and prepare check list for defect items.

xxiii. To integrate as-built drawings prepared by the Contractors and submit to Employer.

xxiv. To help establish a suitable grievance redress mechanism to receive and facilitate resolution of the concerns of people affected by the Project's environmental and social impacts and inform Project-affected people and other stakeholders of its availability.

xxv. To develop appropriate information materials and inform project affected people and communities about the GRM and where and how grievances can be submitted;

xxvi. To help draft responses for consideration by the GRC; ensure that the complainants receive the feedback/response within the specified response time;

xxvii. To maintain a complete record/ data base of received grievances and the responses; and prepare monthly reports on GRM (Grievance Redressal mechanisms) implementation.

xxviii. To help implement the Stakeholder Plan.

xxix. To ensure environmental and social staff at the field level are coordinated and adequate to effectively implementation of the RP, Livelihood Restoration plan, SEP (Stake Holder Engagement Plan) and other relevant plans.

xxx. To ensure effective implementation of the RP (and livelihood restoration plan) including, among others;

a. coordinating with local authorities and institutions for the implementation of the RP;
b. conducting detailed measurement surveys, verification of the RPs and project affected persons (PAPs), land and structures acquisition plans, income restoration and resettlement activities, and update RP whenever necessary;
c. developing resettlement information and holding community participation campaigns; holding regular meetings with the PAPs;
d. assist PAPs in obtaining their compensation/ resettlement entitlements in coordination with local authorities and other re levant institutions;
e. updating the database of PAPs and their entitlements for implementation and monitoring purposes;
f. updating and reporting on the progress of RP implementation;
g. Familiarize the PMU and contractors with the contractor related social safeguards requirements;
h. Monitor the compliance regarding social safeguards requirements; identify any noncompliance issues and recommend corrective actions, when required; and

i. Prepare monthly reports on the implementation of the RPs and social safeguards compliance in a form acceptable to the Employer and Lender ("FUNDING AGENCY").
j. Prepare the RP Completion Report

b) Tasks of Field Management Team(s) at Project Site(s) along BSRP (FMTs)
i. To conduct routine field construction supervision works and regular site inspections
ii. To confirm stake out furnished by the Contractors for BSRP alignment in the field.
iii. To obtain and test, as necessary and as required, material, works and equipment to maintain quality control.
iv. To examine all field performance test for equipment of Signaling and train control, Telecommunication System, train operation, electrification system and other equipment's installed on BSRP and submit the report to the CMT with copy to Employer
v. To inspect testing and monitoring of all material and facilities/ devices to ensure that they comply with the specifications and give immediate report to the Contractor, as required, with copy to Employer.
vi. To carry out receiving inspections for machinery and equipment for maintenance of BSRP project infrastructure.
vii. To recommend to CMT as acceptance or rejection of any part or parts of the completed works
viii. To verify measurement of quantities of works executed and checking of payment certificate to contractors
ix. To check remaining quantities and forecast final amount of the contract periodically
x. To train personnel of Employer to enhance their capacity in terms of environmental and social management
xi. To supervise implementation of updated Environmental and Social Management Plan and Monitoring Plan undertaken by the Contractors and report to CMT and Employer.
xii. To carry out initial review of claims from the Contractors and submit to Employer through CMT
xiii. To prepare, if required, proposal on any changes in the plans or any effects on the changes of the contract amount and time schedule of the project and submit it to CMT.
xiv. To participate in the final construction inspection and prepare check list for defect items
xv. To prepare periodical progress reports and submit to CMT

xvi. To compile and review as-built drawings prepared by the Contractors and submit to CMT

xvii. To provide support to the Employer in implementation of RP, livelihood restoration plan, SEP, land acquisition process, payment of compensation and resettlement and rehabilitation assistances, review of reports, formation of Grievance redressal mechanism committees, redressal of grievances, etc.

3.10 Preparation and implementation of Quality Assurance Plan (QAP)

3.10.1 GC shall submit a Quality Assurance Plan (QAP) for its functioning as per applicable ISO standard and the same shall be reviewed for adherence by the Employer.

3.10.2 GC shall prepare a Quality Assurance Plan (QAP) for all project components containing but not be limited to:

a) Brief of organization along with roles and responsibilities for Employer and the contractors / suppliers / manufactures / other agencies to meet the desired quality standards
b) List of codes / standards / best practices to meet the quality for various project components
c) Details of various tests to be carried out as per the codal provisions / standards for various project components
d) Frequency of tests to be undertaken by various agencies.
e) Specification of various materials to be used during implementation of the project
f) List of approved vendors/Sub-Contractors for purchase of various materials to be procured by the contractor. This list is to be provided by the Contractor/ Vendor/ Developer and the same shall be approved by GC.
g) List of approved testing agencies/quality audit agencies for various defined tests to be followed by various contractors. This list is to be provided by the Contractor/ Vendor/ Developer and the same shall be approved by GC.
h) Details/procedure to ensure quality adherence by the contractor which include the procedure of receiving the material at site and procedure for regular third party quality audits to be carried out by the contractors.

3.10.3 GC shall also review and monitor the individual Quality Assurance Plan submitted by the individual contractors / suppliers / others and shall highlight

any inconsistency with the overall Quality Assurance Plan to Employer along with mitigation measures.

3.10.4 GC shall conduct site visits, submit non-conformance reports/quality report at reasonable frequency in consultation with Employer. However, GC shall highlight any major non-conformity within reasonably short time so that timely corrective measures can be undertaken. GC shall monitor all non-conformance reports generated till their closure. Employer may separately undertake Quality Audit Inspections, at periodic intervals or as required, through its own personnel or through a third party.

3.10.5 GC shall organize quality assurance/quality control training at reasonable frequency in consultation with Employer.

3.10.6 GC shall coordinate, review, monitor and report the defects occurring under normal usages, except for normal wear and tear under such usage during the defect liability period.

3.11 Review, update and implementation of RP, Livelihood Restoration Plan, Stakeholder Engagement Plan, and other social plans, and ensure compliance with laws and regulations and “FUNDING AGENCY”’s requirements.

3.12 Review, update and implementation of Safety, Health and Environment (SHE) Plan

3.12.1 GC shall ensure for all the compliances and guidance as may be prescribed by Indian Railways pertaining to interaction/Interface with Indian Railway System for Safety, Health and Environment including the safety of train operation, line & power block management and protecting the interest of Indian Railways in general.

3.12.2 GC shall review and update existing SHE Plan for overall project components containing but not be limited to:

a) A statement of the SHE policy, organization and arrangements for SHE to be included during the tender stage
b) Proposed organization to ensure safety requirements along with qualifications, roles and responsibilities to be implemented by various agencies.
c) A statement of policy, procedures for identifying and estimating hazards, and the measures for addressing the same;
d) A list of SHE hazards anticipated for the project (including those related to

any pandemic)

e) Sufficient information to review the bidders proposals for achieving effective and efficient health and safety procedures;
f) A description and frequency of the SHE training courses and emergency drills which shall be provided by the contractor/ supplier/ manufacturer/ others, with an outline of the syllabus to be followed;
g) Details of the safety equipment which shall be provided by the Contractor, including personal protective equipment;
h) A statement to ensure that Equipment used on the Project Site are maintained in a safe condition and are operated in a safe manner;
i) A statement of the disciplinary procedures with respect to SHE related matters to be included in the tender document,
j) A statement of the procedure for reporting and investigating accidents, dangerous occurrences or occupational illnesses

3.12.3 GC shall also review and monitor the individual SHE Plan submitted by the individual contractors / suppliers / others and shall highlight any inconsistency with the overall SHE Plan to Employer along with mitigation measures.

3.12.4 GC shall conduct site visits, submit non-conformance reports/safety report at reasonable frequency in consultation with Employer. However, GC shall highlight any major non-conformity within reasonably short time period so that timely corrective measures can be undertaken. GC shall monitor all non-conformance reports generated till their closure.

3.12.5 GC shall organize SHE trainings at reasonable frequency in consultation with Employer.

3.12.6 GC shall assist Employer in setting up decent work environment for construction workers and shall assist in implementation of the action plan for labour protection, including HIV/AIDS prevention program, for construction workers

3.12.7 GC shall conduct regular visits to the contractor's plant and facilities including labour camps to ensure compliance as per relevant guidelines and conditions of the relevant contract. GC shall bring to the notice of Employer any non-compliance on this aspect.

3.13 Development and integration of IT based platform with IT system of Employer

3.13.1 Employer is in the process of implementing an Enterprise wide IT System/ e-file management system. The objective of the IT Plan is to automate core organizational business functions/ processes and develop a working environment that enables higher efficiency and effectiveness, not only in internal functions, but across the entire ecosystem of Employer, including Contractors.

3.13.2 GC shall put in place an appropriate Document Management System to ensure that all drawings/ critical documents related to the construction phase are well documented and archived. Apart from Document Management System GC to advise BSRP regarding various independent tools/software that can be implemented to bring-in transparency/efficiency however such software/tools are to be integrated to the ERP / Asset Management System of BSRP.

3.13.3 GC shall assist BSRP in selecting an appropriate vendor for implementation of ERP system; along with the ERP system, the GC shall also assist in implementing an Enterprise Asset Management System (AMS) covering the entire spectrum of the project, from planning, construction and O&M. The Enterprise Asset Management shall have spatial co-ordinates of every asset of the project along with provision for seamless integration across the systems / sub-systems.

3.13.4 GC shall develop an appropriate online lives project monitoring platform duly incorporating video camera, mobile application and desktop dash board integrating physical and financial progress of various components similar to SPEED software developed by NCRTC. The necessary hardware shall be a part of construction contract.

3.14 Project financial management

The GC shall be responsible for all project-related financial management work including but not limited to keeping accounting records, reviewing and checking before payment, preparing for disbursement application, preparing financial statements, maintaining originating documents, preparing a project budget, conducting budget analysis, cooperating with project external audit, and other related financial management works.

3.15 Preparation of reports to track the progress of all project related works

3.15.1 The GC shall prepare and deliver reports including but not limited to those provided hereunder. Each of such reports shall be reviewed and, if required, commented by the Employer preferably within 14 days of the receipt of the report. The GC shall thereafter revise and modify the report to comply with Employer's observations and resubmit not later than 7 days of the receipt of such observations. Further, during course of the Consultancy, the Employer may, at any time, instruct the GC for further changes in these reports which the latter shall comply within 7 days of such instruction.

The GC shall prepare the following reports and documents in hard/ soft copy using relevant software program and submit to Employer, the required number of copies of the reports, in the format acceptable to Employer.

3.15.2 **Inception Report**

The GC shall submit an Inception Report (10 copies in English) within 21 days of commencement of services presenting technical appreciation of the service requirement and identifying both the overall work plan and the analytical steps to reach solutions. The report should provide the service methodology, approach and provisional programme for completion of the project. The Inception Report shall be a further elaboration of the GC's submissions towards understanding of the Tender, the methodology to be followed and work plan. It shall also include quality assurance plan system of the GC's own working and including, but not limited to, quality policy, organizational structure, organizational chart, roles and responsibility of various positions, names of personnel proposed to man these positions, list of management procedures and element comparison schedule. Roles and responsibilities of Key Personnel and Other Professional Personnel specified (including R&R/ Social) shall be expanded and detailed by the GC so as to make each Professional personnel responsible for specific items in a manner that all items of the Terms of Reference distinctively covered. Accordingly, as a part of the inception report, the GC should clearly bring out its plan:

a) to supervise the contractors on site works, including the site organization proposed to support this activity;

b) how is it planned to ensure that the desired quality of work is maintained by the contractors;

c) method of checking contractor's invoices for the works and ensuring its

integrity; and

d) adequacy and verification of the type of equipment brought to site by the Contractor to ensure that works progress as per the agreed schedule.
The GC shall deliver detailed management procedures which will describe how the GC will carry out the scope of Services and discharge its responsibility contained in the TOR. The management procedures shall be prepared for various Consultancy management activities including but not limited to personnel recruitment, training, document control, work inspections, material inspections, measurement checks, quality control, and design control.

3.15.3 Daily Report

The GC shall prepare and submit a daily report including significant events, if any, on the previous day. The report shall be sent by e-mail or fax to the Employer's head office and the Employer's representative at site. This report will also include any event/ happening which is likely to affect the progress, quality of work and safety.

3.15.4 Weekly Progress Report

During project execution phase, a weekly progress report will be submitted by the GC regarding progress of project contract works. This report shall be submitted in soft copy form through e-mail to the Employer's head office and the Employer's representative at site.

3.15.5 Monthly Progress Report

A Monthly Progress Report (20 copies in English) shall be submitted by the GC to Employer. This report shall be submitted by the 5th day of each calendar month and shall account for all work actually performed up to the end of the previous month. The monthly report shall be submitted in a format approved by Employer and shall contain sections/ sub-sections for, but not be limited to, the topics listed below:

1) **Programme update** - The GC shall maintain the Project Programme including:

a. The Monthly Programme Update: Actual activity completion dates and percentage of activities completed up to the end of the month of the report

shall be indicated. The report shall also indicate estimates of remaining duration and expected activity completion based on current progress. The Monthly Programme Update shall be accompanied by an Activity Report and a Narrative Statement.

b. The Programme Status: cumulative progress of work up to the end of the month and a forecast of work remained shall be indicated.

c. Activity Variance Analysis: Activities planned to start prior to or during the report period but not started and activities started and/or completed in advance of the Works Programme shall be analyzed.

2) Milestone status

The GC shall monitor status of all Milestones due which have been achieved during the month and forecasts of achievement of any missed Milestones and those due in the next month.

3) Procurement report - The GC shall report on procurement, including:

a. A summary of all significant procurement activities performed by the contractors during the month and details of outstanding actions.
b. A report of plant and materials which will be incorporated into the works. The items shall be classified by type as listed in the specifications and the report should show as a minimum the following activities:
    i. Purchase order date – schedule / actual
    ii. Manufacturers/suppliers and origin
    iii. Letter of credit issue date
    iv. Manufacturers/suppliers shipping date – schedule/actual
    v. Method of shipment
    vi. Arrival date in India – schedule/actual
    vii. Analysis of any delay happened/anticipated with proposal for corrective measures
    viii. Factory testing report details

4) Safety health and environment (SHE) report

The GC shall report on SHE, including a review of all safety aspects during the month including reports on all accidents and actions proposed to prevent further occurrence.

5) Environment and Social Monitoring report

The GC shall report on Environmental and social monitoring with up-to-date status and position with respect to the agreed plan.

6) **Land Acquisition and Resettlement Plan Monitoring/Progress Report**
The GC shall prepare report covering physical and financial progress of land acquisition and various rehabilitation and resettlement activities undertaken for the implementation of RP and its updates/addendums. The GC shall also report on progress of Resettlement Plan with up-to-date status, including related consultations and grievance redress status, and position with respect to the agreed plan. A quarterly monitoring report shall be submitted to the Lender/ "FUNDING AGENCY".

7) **Quality Report**
The GC shall report on quality, including a review of all major non-conformances during the month including reports on actions proposed to prevent further occurrence.

8) **Financial Report**
The GC shall report on financial aspects including:

a. A report of all significant financial matters, reviewing all payments due and made, and action proposed or taken in respect to any outstanding matters.
b. A schedule indicating the status of all variations and expenditure forecast.
c. A schedule of outstanding claims (if any). The report shall provide interim updated accounts of continuing claims.

9). **The Monthly report shall also include**:
a. Status of work performed during the previous month, significant accomplishments, including critical items and problem areas, corrective actions taken or planned, and other problems and resolutions
b. Deployment of technical and supervisory staff by the Contractor and progress of construction work with reference to the targets
c. Measures aimed at course corrections – their requirement and their implications
d. Unresolved claims, their genesis, justifications and recommendations on the same
e. Staffing schedule of GC, mobilization/demobilization status, comparative statement of payments made to the GC with respect to the

progress of works

f. Details on progress of checking of designs/drawings/approval of drawings specifications for construction
g. List of approval sought and given
h. Interface issues, their resolution and pending issues
i. Testing report/ progress of installations.

3.15.6 **Quarterly R**eport

The GC shall submit a detailed Quarterly Report (5 copies in English) within 7 (seven) days of ending of each quarter. Quarterly reports should include a description of project activities illustrated by progress/completion photographs, status of any delays and detailed plan to make up any shortfall or deficiency, status of contractual claims, and details of all latest financial projections. Quarterly report shall also include Resettlement Plan Monitoring Report in similar format submitted as part of monthly reports.

3.15.7 **Semi-Annual Environmental and Social Monitoring report**

GC shall submit to the Employer a semi-annual environmental and social monitoring report for the Project with all the stipulated details. This report shall be forwarded by Employer to “FUNDING AGENCY” for further review.

3.15.8 **Completion Report**

a. The GC shall prepare detailed Work Completion Reports (5 copies in English), separately for each contract package, inclusive of all data and drawings (including soft copies) pertaining to the execution of the contracts which shall be submitted at the commissioning of the works.

b. The GC shall prepare detailed Contract Completion Reports (10 copies in English), separately for each contract package, inclusive of all data and drawings (including soft copies) pertaining to the execution of the contracts which shall be submitted at the completion of the contracts. These reports will include experience during the defect liability period.

c. The GC shall prepare an Executive Summary Report (15 copies in English, one original, loose set in English), covering in a refined form, the main summary of the material contained in the Completion Reports, which shall be submitted along with Work and Contract completion reports.

d. The GC shall prepare a RP Completion Report.

3.15.9 **ESHS Reporting**:

a. "The Consultant shall provide immediate notification to the Client should any incident in the following categories occur while carrying out the Services. Full details of such incidents shall be provided to the Client within the timeframe agreed with the Client.
b. Confirmed or likely violation of any law or international agreement;
c. any fatality or serious (lost time) injury;
d. significant adverse effects or damage to private property (e.g. vehicle accident); or
e. any allegation of gender-based violence (GBV), sexual exploitation or abuse (SEA), sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children,
f. Ensure that contractor immediate notifications on ESHS aspects are shared with the Client immediately;
g. Immediately inform and share with the Client any immediate notification related to ESHS incidents provided to the Consultant by the Contractor, and as required of the Contractor as part of the Progress Reporting;
h. Share with the Client in a timely manner the Contractor's ESHS metrics, as required of the Contractor as part of the Progress Reports."
i. Status of stakeholder engagement and grievances received, status of the GRM.
j. Any other report sought by Employer from time to time during the General Consultancy Period.

4. Deleted

5. Obligations of the General Consultant

5.1 The GC shall at all times exercise all reasonable skill, care and diligence, in the discharge of his duties. The GC shall also be responsible for the accuracy and completeness of works and commissioning of Bengaluru Suburban Railway Project (BSRP).

5.2 The GC will be responsible to ensure that the goods and services used on the Project are appropriate, suitable and are reasonably costed. The designs and specification adopted on the project should be such that they, in no way, limit the requirements regarding competitive bidding. It is also essential that the GC is and remains impartial in the performance of its duties

5.3 In performance of all services, the GC shall function in close co-ordination with Employer.

5.4 The GC shall maintain full records relating to all aspects of the work covered by the project. Such records shall be made available at all times to the Employer for inspection. Mere acceptance by Employer shall not relieve the GC of their professional obligations to correct at their own cost any errors in their work.

5.5 All documents, plans, reports, drawings, engineering specifications and similar materials, and any data or records pertaining to the work, including soft copies thereof, shall be treated as confidential by GC and shall not, without written consent of Employer, be made available to any unauthorized person and shall be delivered to Employer upon completion of the work and shall become the property of Employer. However, GC may retain, for his own record, copies of the said plans and documents.

6. Staffing Requirement

i. The GC shall prepare Rolling Deployment Schedule for the entire period of the implementation of the project including the period of commissioning and take approval from Employer. Depending on the pace of the progress on the project, Employer may require GC to adjust and regulate the engagement and deployment of their Experts. The deployment of the resources shall be in commensuration with the work plan.

ii. For actual deployment, the Consultant shall prepare “Rolling Deployment Schedule” periodically for each quarter based on the approved breakup and anticipated inputs of workload by Contractors, Detailed Design Consultant and other interdependent agencies as per the requirements of the Project. The Consultant shall submit the Rolling Deployment Schedule for the corresponding quarter at least 30 days in advance (i.e. 30 days from the start of the quarter); the Consultant shall provide the first Rolling Deployment Schedule within 15 days of commencement of the assignment / Contract. The Rolling Deployment Schedule shall consist but not limited to the following:

a. The Activity/Sub-Activity proposed in the quarter.

b. The details of the deployment of each Expert, details of the experience, qualifications along with CV and the work assigned to the Expert.

iii. Employer shall approve the Rolling Deployment Schedule at the earliest so as to give at least 60 days period to the Consultant to manage their deployment.

iv. **Reduction in approved Rolling Deployment Schedule**:
If the Employer observes that due to certain conditions the implementation of the project is not progressing, the Employer shall inform the GC consultant 30 days in advance for reduction in approved Rolling Deployment Schedule.

v. The details of indicative deployment of Key Experts, Non-Key Experts, their indicative minimum period of deployment, the minimum qualification and experience is enclosed at **Appendix C & D** of Section 7.

7. Activities and contract period

7.1 The Activities of this Contract shall be as follows:

Sl. No.	Activities	Completion time in months
1.	Submission of report after critical study of DPR (incl. amendments thereon), value addition over & above provisions of these studies with proposed implementation roadmap as per Clause 3.1 of Section 5: Terms of Reference.	D*+2
2.	Submission of overall project schedule with critical path which shall include but not be limited to each stage of design, procurement, manufacture, delivery to site, construction, erection, testing and commissioning as per Clause 3.2 of Section 5: Terms of Reference.	D*+3
3.	Implementation and monitoring of land acquisition process and Resettlement Plan as per Clause 3.15.5.6 of Section 5: Terms of Reference	As per approved Project Schedule
4.	Development and integration of IT based platform as per Clause 3.13 of Section 5: Terms of Reference	As per approved Project Schedule
5.	**Activities related to Procurement**	
a.	Development of procurement strategy, procurement schedule as per Clause 3.3 (A) of Section 5: Terms of Reference	D*+3

Sl. No.	Activities	Completion time in months
b.	Preparation of bid documents, proof checking of consultant's tender design for tenders Standard Schedule of Rates, Standard Specifications and Method of Measurement as per Clauses 3.3 (B) of Section 5: Terms of Reference	For priority section, bid documents have to be prepared within D*+1 and for remaining packages asper approved procurement schedule
c.	Bid process management including assistance in selection of contractors, suppliers, detailed design consultants, re- invitation of bids if so required and other related services till finalization of contract agreement as per Clauses 3.3 (C) of Section 5: Terms of Reference	As per approved procurement schedule
6.	**Activities related to Contract Management:**	
a.	**For Systems Packages:** Proof-checking of designs/drawings, technical proposals and specifications submitted by contractors/consultants along with Interface Management, System Integration, Supervision of all implementation activities for Systems, Quality, Safety and Environment Management, Project Management and Monitoring etc. as defined in Clauses 3.4 and 3.5 of Section 5: Terms of Reference.	As per the Completion Schedules of the System Bid Packages
b.	**For Civil work Packages:** Proof-checking of designs / drawings, technical proposals and specifications submitted by contractors/consultants along with Construction Supervision, Interface Management, System Integration, Quality, Safety and Environment Management, Project Management and Monitoring etc. as defined in Clauses 3.4 and 3.5 of Section 5: Terms of Reference.	As per the Completion Schedules of the Civil work Bid Packages

Sl. No.	Activities	Completion time in months
7.	Testing and Commissioning of the entire system, Trial Run, Statutory Approvals and start of Revenue Operations as defined in Clause 3.6 of Section 5: Terms of Reference.	Approved Commissioning Targets
8.	Knowledge management, Knowledge transfer and capacity building of Employer Staff including preparation of plans and O&M manuals etc. as defined in Clause 3.7 of Section 5: Terms of Reference.	As per approved Project Schedule
9.	Support during Operation & Maintenance phase and Defect Liability Period of the Systems as defined in Clause 3.7.7, 3.7.8 and 3.7.9 of Section 5: Terms of Reference.	As per approved Project Schedule

*Where D * is the Commencement Date*

The consultant shall complete the activities 1,2, 5(a) and 5(b) as per the schedule mentioned in the above table. If consultant fails to complete the activity within the schedule, only 90% payment (i.e. 90% of remuneration of deployed experts and 90% of fixed expenses) shall be paid and the balance 10% payment shall be withheld for the period of delay. The withheld amount shall be paid to the consultant after completion of the activity.

7.2 **Contract Period** - Estimated time of completion of this General Consultancy Services is 60 months for the entire corridor divided into two (2) phases:

- ❖ Project implementation/ construction period of 48 months (i.e. 4 years)
- ❖ Providing support during O&M Phase of the Project for 12 months (i.e. 1 year)

Note: A full-fledged organization of GC shall be required during the first 4 years of services (during Project implementation/ construction period). However, for the next 1 year (during O&M phase support period) a thin organization of GC shall be required covering all the aspects with respect to Civil, Electrical and S&T with bare minimum personnel.

7.3 Services and facilities to be provided by Employer to GC

Employer on request of the GC, will provide necessary documentation to the foreign consultants and personnel to support in obtaining work permits, residence permits, visas and other documents required for stay in India.

8. Code of Conduct

A minimum requirement for the Code of Conduct shall be applicable to GC, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:

- Project reports e.g. ESIA/ESMP any particular requirements
- Consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)
- Required standards including the Bank's EHS Guidelines, if any
- Relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards (where these represent higher standards than the Bank's EHS Guidelines)
- Relevant standards e.g. Workers' Accommodation: Process and Standards
- Relevant sector standards e.g. workers' accommodation
- Grievance redress mechanisms.

The types of issues identified could include risks associated with labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and maintaining a safe environment etc.

A satisfactory code of conduct will contain obligations on all Consultant's Experts that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations

2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's

Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)

3. The use of illegal substances

4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)

5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)

6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
   - Violence, including sexual and/or gender-based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty
   - Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
   - Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
   - Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
   - Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
   - Respecting reasonable work instructions (including regarding environmental and social norms)

- Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
- Duty to report violations of this Code
- Non-retaliation against personnel who report violations of the Code, if that report is made in good faith.

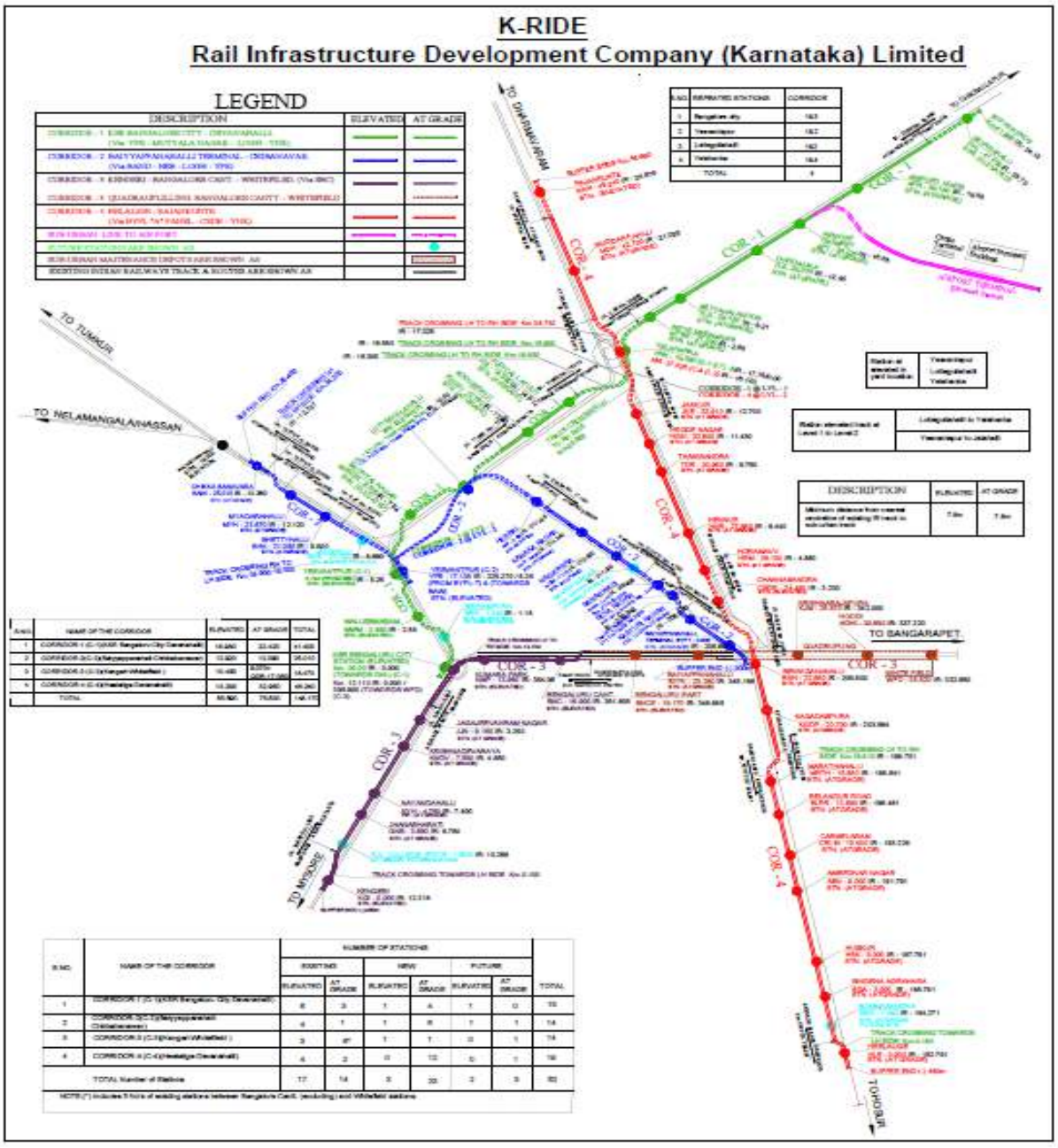
Note:

The Code of Conduct should be written in plain and understandable language and signed by each Expert to indicate that they have:

- Received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in the Engineer's office. It shall be provided in appropriate languages.

Annexure 1


K-RIDE
Rail Infrastructure Development Company (Karnataka) Limited
LEGEND
TO TUMKUR
TO HELAMANGALA/HASSAN
TO BANGARAPET
TO HOSUR
COR - 1
COR - 2
COR - 3
COR - 4

Annexure 2: Deployment of GC Personnel

The Deployment of Resource is given in table below:

S. No	Category	Position	Nos.	Man-months per consultant	Total Man-Months
1	K1	Project Director/ Team Leader	1	60	60
2	K1	Dy. Project Director/Team Leader (Civil)	1	60	60
3	K1	Dy. Project Director/Team Leader (System)	1	60	60
4	K1	Chief Contracts Manager	1	60	60
5	K1	Chief Program Expert	1	48	48
6	K1	Chief Quality Assurance Expert	1	48	48
7	K1	Chief Safety Expert	1	48	48
8	K1	Chief Architectural Design Expert	1	24	24
9	K1	Chief Testing & Commissioning Expert	1	18	18
10	K1	Chief Operation & Maintenance Expert	1	24	24
11	K1	Chief Geo Technical Design Expert	1	30	30
12	K1	Chief Structures Design Expert – Stations & Viaduct	1	30	30
13	K1	Chief Project Expert / System (System Integration)	1	54	54
14	K1	Chief Power Supply & Traction Design Expert	1	48	48
15	K1	Chief (E&M) Expert	1	48	48
16	K1	Chief RAMS Expert	1	24	24
17	K1	Chief Track Design & Supervision Expert (Ballastless & Ballasted TracK)	1	36	36
18	K1	Chief Signaling Design & Supervision expert (CBTC)	1	36	36
19	K1	Chief Telecom Design & Supervision Expert	1	36	36
20	K1	Chief AFC Design & Supervision Expert	1	36	36
21	K1	Chief Rolling Stock Design & Supervision Expert	1	36	36

S. No	Category	Position	Nos.	Man-months per consultant	Total Man-Months
22	K1	Chief Depot M&P Expert	1	24	24
23	K1	Chief Multimodal Transport Expert	1	18	18
24	K1	Chief Financial Expert	1	48	48
25	K2	Sr. Contracts Expert (Civil)	1	60	60
26	K2	Sr. Contracts Expert (System)	1	60	60
27	K2	Sr. Program Scheduler	1	48	48
28	K2	Sr.QA/QC Expert (Civil)	2	48	96
29	K2	Sr.QA/QC Expert (Systems)	1	48	48
30	K2	Sr. Safety Expert (Civil)	1	48	48
31	K2	Sr. Safety Expert (System)	1	48	48
32	K2	Sr. Environment Expert	1	48	48
33	K2	Sr. Station Design Architect	1	24	24
34	K2	Sr. Depot Civil Design Expert	1	24	24
35	K2	Sr. BIM Expert	1	24	24
36	K2	Sr. Testing & Commissioning Expert	1	18	18
37	K2	Sr. O&M Expert (Systems and Rolling Stock)	1	24	24
38	K2	Sr. Geotechnical Design & Supervision Engineer	1	30	30
39	K2	Sr. Structural Design Engineer – Stations & Viaduct	2	30	60
40	K2	Sr. VAC Expert	1	30	30
41	K2	Sr. System Integration Engineer	1	54	54
42	K2	Sr. Power Supply & Traction Design Engineer	1	48	48
43	K2	Sr. RAMS Engineer	1	24	24
44	K2	Sr. Track Design & Supervision Engineer	1	36	36
45	K2	Sr. Signaling Design & Supervision Engineer (CBTC)	1	36	36
46	K2	Sr. Telecom Design & Supervision Engineer	1	36	36
47	K2	Sr. AFC Design & Supervision Engineer	1	36	36

S. No	Category	Position	Nos.	Man-months per consultant	Total Man-Months
48	K2	Sr. Rolling Stock Design & Supervision Engineer (Electrical)	1	18	18
49	K2	Sr. Rolling Stock Design & Supervision Engineer (Mechanical)	1	18	18
50	K2	Sr. Depot Engineer (M&P)	1	24	24
51	K2	Sr. Social and R&R Expert	1	24	24
52	K2	Sr. Utility Engineer	1	48	48
53	K2	Sr. Traffic Engineer	1	30	30
54	K2	Sr. Alignment Engineer	1	18	18
55	K2	Sr. E&M Expert	1	48	48
56	K2	Sr. Accounts Expert	1	48	48
57	K2	Sr. Financial Adviser	1	48	48
	TOTAL K1, K2		**59**		**2,238**
	Total K1		**24**		**954**
	Total K2		**35**		**1,284**

Annexure 3: Personnel Qualification and Experience

Sl. No	Level	Education and Qualification	Man-Months
1	K1	Post Graduate Engineer with 20 Years Experience	954
2	K2	Under Graduate Engineer with 15 Years Experience	1284
3	K3	Under Graduate Engineer with 7 Years Experience or Diploma in Engineering with 10 Years	864
4	K4	Under Graduate Engineer with 3 Years Experience or Diploma in Engineering with 5 Years	2880
5	K5	Under Graduate Engineers	720
6	K6	Support Staff (Clerk & Steno, Security, Office Boy, etc.)	1,080
	TOTAL		**7,782**

Category K1 = Chief of the respective task/position.
Category K2 = Deputy/assisting position. He is next in hierarchy in that tasks/ positions and he could deputize for K1 whenever required.

Further Details on the work experience and Qualifications are contained in Appendix-C&D Section 5.

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PART III	Conditions of Contract and Contract Forms

Section 6	General Conditions of Contract (GCC)

Section 6	General Conditions of Contract

Section 6. General Conditions of Contract

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I. General Conditions of Contract

A GENERAL PROVISIONS Definitions:

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

(b) "Bank" means the Funding Agency if applicable.

(c) Bidder" means a person or an organization making a formal offer in response to the notice inviting tender.

(d) "Recipient" means the Government, Government agency or other entity that signs the financing agreement with the Bank.

(e) "Client or Employer" means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(f) "Consultant" means a legally-established professional consulting firm submitting an offer in response to the notice inviting tender. This term is used interchangeably with the word "bidder.

(g) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph1of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(h) "Day" means a working day unless indicated otherwise.

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

(j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

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

(l) "GCC" means these General Conditions of Contract.

(m) "Government" means the government of the Client's country.

(n) "Joint Venture (JV)" means an association with or without a legal personality

distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

(o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(p) "Local Currency" means the currency of the Client's country.

(q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

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

(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but no to over-written.

(t) "Services" means the work to be performed by the Consultant pursuant to this Contract.

(u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the parties:

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

3. Law Governing Contract:

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

4. Language:

4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the

meaning or interpretation of this Contract.

5. Headings:

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

6. Communications:

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location:

7.1. The Services shall be performed at such locations as are specified in **Section 5** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge:

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to action their behalf in exercising all the Consultant's rights and obligations towards the Client.

9. Authorized Representatives:

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client the Consultant may be taken or executed by the officials specified in the **SCC.**

10. Prohibited Practices a commissions and Fees:

10.1. The Bank requires compliance with the Bank's Prohibited Practices Policy and its prevailing sanctions policies as set forth in Attachment 1 to the **GCC**.

a. Commissions and fees:

10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with

respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract:

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to become Effective:

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than Sixty days written notice to the other Party, declare this Contract to be null and void, and in the of such a declaration by the either party, neither party shall have any claim against the other party with respect here to.

13. Commencement of Services:

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC.**

14. Expiration of Contract:

14.1. Unless terminated earlier pursuant to Clause **GCC 19** hereof, this Contract shall expire at the end of such time period after the effective date as specified in the **SCC.**

15. Entire Agreement:

15.1. This contract contains all covenants stipulations and provision agreed by the Parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation promise or agreement not set forth herein.

16. Modifications or Variations:

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.

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17. Force Majeure:

a. Definition:

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by **Government Agencies**.

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

17.3. In case of Force Majeure each party shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such Force Majeure event.

b. No Breach of Contract:

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

c. Measure to be taken:

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

Majeure.

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

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

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

a. Demobilize reimbursed for continue with the Services to the extent ` reasonably possible, in which case the Consultant shall continue to be ` paid under the terms of this contract.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 & 49.

18. Suspension:

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

19. Termination by the Client:

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

a. By the Client:

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

in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Prohibited Practices, as defined in Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant:

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

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty- five (45) days (or

such longer period receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations:

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services:

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC19 a or GCC19 b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28

e. Payment upon Termination:

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

(a) a. remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 42;

C. OBLIGATIONS OF THE CONSULTANT

20. General:

a. Standard of Performance:

20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management

practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Not with standing such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services:

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

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

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

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

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

21. Conflict of Interest:

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the

discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

c. Prohibition of Conflicting Activities:

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

d. Strict Duty to Disclose Conflicting Activities:

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

22. Confidentiality:

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

23. Liability of the Consultant:

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

24. Insurance to be taken out by the Consultant:

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub- consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC13.

25. Accounting, Inspection and Auditing:

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

25.2. Pursuant to paragraph 4 b) of Attachment 1 to the General Conditions the Consultant shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's and its Sub contractors' and sub consultants' attention is drawn to Sub-Clause10.1 which provides, interalia, that acts in tended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the Bank's prevailing sanctions procedures).

26. Reporting Obligations:

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

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

27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The

Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

28. Equipment, Vehicles and Materials:

28.1. Equipment, vehicles and materials made available to the Consultant by the Client or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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

D. CONSULTANT'S EXPERTS ANDSUB-CONSULTANTS

29. Description of Key Experts:

29.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Section 5, TOR **Annexure 2.**

29.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Section 5, TOR **Annexure 2** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by morethan10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.

29.3. If additional work is required beyond the Scope of the Services specified

Clause 3 in **Section 5**, these estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set for this Clause GCC 41.1, the Parties shall sign a Contract amendment.

30. Replacement of Key Experts:

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

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

31. Approval of Additional Key Experts:

31.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.

The rate of remuneration payable such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

32. Removal of Experts or Sub-consultants:

32.1. If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Prohibited Practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

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

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

33. Replacement/ Removal of Experts – Impact on Payments:

33.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. Working Hours, Overtime, Leave, etc.

34.1. Working hours and holidays for Experts shall be as per the schedule of K-RIDE.

34.2. The Experts are not entitled to be paid for over time nor to take paid sick leave or vacation leave except shall be as per the schedule of K RIDE. The Consultant's remuneration shall be deemed to cover these items.

34.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THEC LIENT

35. Assistance and Exemptions:

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

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence perm its, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to

establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

36. Access to Project Site:

36.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the projects it respects to which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the will folderal to negligence of the Consultant or any Sub-consultants or the Experts of either of them.

37. Change in the Applicable Law Related to Taxes and Duties:

37.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expense so there wise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 41.1.

38. Services, Facilities and Property of the Client:

38.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Section 5)** at the times and in the manner specified in said **Section 5.**

38.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Section 5**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.3.

39. Counterpart Personnel:

39.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Section 5**.

39.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Section 5**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41.3.

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

40. Payment Obligation:

40.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC below.

F. PAYMENTS TO THE CONSULTANT

41. Ceiling Amount:

41.1. Deleted

41.2. Payments under this Contract shall be in Indian Rupees.

41.3. For any payments in excess of the ceilings specified in GCC 41.1, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

42. Remuneration and Reimbursable Expenses:

42.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

42.2. Deleted

42.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

42.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Annexure 2**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

43. Taxes and Duties:

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

44. Currency of Payment

44.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC.**

45. Mode of Billing and Payment

45.1. Billings and payments in respect of the Services shall be made as follows:

(a) *Advance payment*. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client for an amount equal to 110% of the advance payment in Indian Rupee specified in the **SCC.** The Advance shall be interest bearing and rate of interest shall be **SBI MCLR** prevailing on the date of advance for the corresponding period +2%. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix A**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully setoff.

(b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of

the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within sixty (60) d days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

(d). The Final Payment The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

46. Interest on Delayed Payments:

46.1. If the Consultant has submitted the bill as per tender terms and conditions along with all supporting documents in proper form and order and if the Client had delayed payments against such invoice beyond fifteen (15) days after the due date stated in Clause GCC 45.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay be beyond the stipulated date at the annual rate stated in the **SCC.**

G. FAIRNESS AND GOODFAITH:

47. Good Faith:

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

H. SETTLEMENT OFDISPUTES

48. Amicable Settlement

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

48.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

49. Dispute Resolution:

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

50.(a) Performance Security

The Contractor shall obtain (at his cost) a Performance Security and an additional Performance Security, if any in terms of ITB 35.5, for proper performance of the contract, for the amount, currencies and validity period for Performance Security stated in the Contract Data. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall deliver the Performance Security and additional Performance Security, if any, to the Employer as per mentioned in ITB 41 after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by an entity and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form as given in Section 8 (Contract Forms) or in another form specifically approved by the Employer.

The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms:

(i) An unconditional Bank guarantee in the prescribed format

(ii) A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bangalore

(iii) FDR in favour of "Rail Infrastructure Development Company (Karnataka) Ltd." (free from any encumbrance).

(iv) A deposit of cash or online bank transfer to K RIDE account

The bank guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under:

(i) a Schedule Bank in India, or
(ii) a Foreign Bank having their operations in India, or
(iii) a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India,

The Scheduled Bank is suing the Bank Guarantee must be on "Structured Financial Messaging System(SFMS)"platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.

The Issuing Bank shall send the SFMS to:

Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE)

Bank Name: Canara Bank
Branch: Prime Corporate Branch
Account No. 0430201012110
IFSC Code: CNRB0002636

In case the contractor is a JV; "the Performance Security/additional Performance Security, if any in terms of ITB 35.5, shall be submitted by each JV Partner separately on behalf of the JV in favour of K RIDE in proportion of their respective percentage share specified in the JV Agreement. The additional Performance Security shall be submitted by the partner(s) responsible for execution of schedule(s) (as per JV agreement) against which additional Performance Security is required to be submitted in terms of ITB 35.5. However,

Submission of Performance Guarantee Security by individual partners on behalf of the JV shall in no way dilute their Joint & Several responsibility. The Employer shall be entitled to recover the amount of Bank Guarantees individually and all the Partners jointly at its discretion."

The Contractor shall ensure that the Performance Security/additional Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied defects, if any. If the contractor does not complete the work for any reasons whatsoever, the terms of the Performance Security/ additional Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall be bound to extend the validity of the Performance

Security/additional Performance Security until the Works have been completed and any defects have been remedied.

The Guarantees shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate or passing of the Final Payment Certificate whichever is later. However, on completion of specified section(s) and successful passage of defect liability period for such section(s) along with execution of any leftover works at the time of completion of such section(s), the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data subject to the condition that Engineer certifies that no recoveries are pending in the contract. In case Engineer points out amount to be recovered then the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data minus the amount to be recovered.

The Employer shall return additional Performance Security submitted in terms of ITB 35.5 as per the following;

(a) If the contractor submits an application stating that all the works against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5 have been completed in all respect, then the Employer, on being satisfied with the claim of the contractor, shall return the full additional Performance Security against the particular schedule(s). Decision of the Employer regarding completion of works against a particular schedule/bill shall be final and binding on the contractor.

(b) If the contractor submits an application stating that majority of the works (physical progress being not less than 90%) against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5 have been completed and execution of balance works is held up for reasons not attributable to the Contractor, then the Employer, on being satisfied with the claim of the contractor, shall return 75% of the amount of additional Performance Security against the particular schedule(s). The balance amount of additional Performance Security shall however be returned only after completion of the works against the particular schedule(s)/bill(s) for which additional Performance Security was submitted in terms of ITB 35.5, in all respects to the satisfaction of the Employer. Decision of the Employer regarding completion of works against a particular schedule/bill shall be final and binding on the contractor.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly submit Performance Guarantee @ 10% of the increased amount over the original contract price in a specific currency. On the other hand if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ 10% of the decrease in contract

price from the original contract price in a specific currency shall be returned to the contractor, on his request.

Wherever the contract is terminated under Clause 15.2, the Performance Guarantee shall be encashed by the Employer:

i) in full including additional performance guarantee amount, if any, taken in terms of sub clause 35.5 of ITB and not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; Or

ii) at the discretion of the Employer it may be encashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs i.e
P=(A x B)÷C where

P=Proportionate Bank Guarantee Amount.

A=Contract price of the particular bill/schedule to which the terminated part of work belongs.

B=Performance Guarantee amount in terms of GCC sub clause 4.2.

C=Total Contract price.

Plus additional performance Guarantee amount, if any, taken in terms of sub clause 35.5 of ITB and not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to which the terminated part of the work belongs, in case of termination in part/parts.

The balance work should be got done separately, and independently by K RIDE without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.

In case the contractor fails to perform the contract or any JV partner fails to perform its obligations under the JV agreement, which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV, as the case may be, from participating in any K RIDE tender from the date of issue of notice of default. The relevant performance security including additional performance security, if any, in terms of sub clauses 35.5 of ITB submitted by the Contractor or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.

(b) Security Deposit:

The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term

Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate defined in section 7 of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Security) may not exceed 10% of the total value of the contract.

Further, in case of contracts having value equal to or more than ₹ 50 crore (Rs Fifty crore) the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of clause 17 of GCC..

Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid security by the Contractor with his tender will be returned by the K-Ride.

Note: After the work is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.

(i) Refund of Security Deposit: Security Deposit mentioned in clause above shall be returned to the Contractor along with or after, the following:

(a) Final Payment of the Contract **and**

(b) Execution of Final Supplementary Agreement or Certification by Engineer that K-RIDE has No Claim on Contractor **and**

(c) Maintenance Certificate issued, on expiry of the maintenance period.

(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 19 of GCC, the Security Deposit already with K-Ride under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 19 of GCC, the Security Deposit shall not be forfeited.

(c) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 50 (a) of this clause will be payable with interest accrued thereon.

General Conditions

Attachment 1

Prohibited Practices

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank- financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.

2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:

   (i) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

   (ii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

   (iii) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

   (iv) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

   (v) a misuse of the Bank's 's resources which means improper use of the Bank's resources, carried out either intentionally or through reckless disregard;

   (vi) an obstructive practice which means.

      (a) destroying, falsifying, altering or concealing of evidence material to a Bank investigation, which impedes the Bank's investigation;
      (b) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice;
      (c) failing to comply with requests to provide information, documents or records in connection with a Bank investigation;
      (d) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or
      (e) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information; and
      (f) "theft" means the misappropriation of property belonging to another party.

3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the

procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and Consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of these Instructions, as well as the Recipient shall fully cooperate with the Bank (or a co-financier undertaking an investigation pursuant to paragraph 1) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co- financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.

4. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 1):

a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:

(i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and

(ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or the implementation of the contract in question; and

b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 1) to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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Section 7	Special Conditions of Contract (SCC)

Section 7	Special Conditions of Contract

Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (a)	**The Contract shall be construed in accordance with the law of** Republic of India.
1.1 (h)	Effective Date shall be 30 days from the date of Contract Signatures
4.1	**The language is** English.
6.1 and 6.2	**The addresses are:** **Client:** Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), Samparka Soudha, 1st Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bengaluru -560 010 Email: gm civil1@kride.in ; Consultant: _____ _____ Attention: _____ Facsimile: _____ E-mail (where permitted) :_____
7	The Services shall be performed in Bengaluru and at site locations in Bengaluru or at such locations as are specified by Employer and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as Employer may approve. Please refer to Appendix B for reimbursement for provision of Services outside Bengaluru area.

8.1	*[Note: If the Consultant consists only of one entity, state "N/A"; OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC 6.1 should be inserted here] Lead member on behalf of the JV is_____*
9.1	**The Authorized Representatives are:** **For the Client:** General Manager (P&D), K-RIDE or any other person authorized by him on his behalf **For the Consultant:** *[name, title]* _____
11.1	**The effectiveness conditions are the following**: Not Applicable
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be** Two (2) months.
13.1	**Commencement of Services:** **The number of days shall be** 30 (Thirty). Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be** Sixty (60) months (including one year of O&M period).

23.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: **"Limitation of the Consultant's Liability towards the Client:** (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one (1) time the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; *(ii)* be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law*".*

24.1	**The insurance coverage against the risks shall be as follows:** (a) **Professional liability insurance, with a minimum coverage of** *value equal to* the Contract value. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country; (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country; (d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.2	The Consultant shall not use the reports, relevant data, information such as maps, plans, drawings, specifications, designs, databases, diagrams, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Employer.

30	i) In case substitution is requested by the Consultant/asked by the Employer for the Key Experts evaluated during the Technical Proposal, Consultant shall forthwith provide as a substitution, a person with equivalent or better qualifications and experience subject to the approval of the Employer. For others, the Consultant shall forthwith provide as a substitution, a person fulfilling the minimum requirements of age, qualification and experience in the relevant field of deployment as specified for similar category of Experts subject to approval of the Employer. ii) Total substitutions (including any first or subsequent substitutions) of Key Experts by the Consultant (Project Director/Deputy Project Director, Key 1 and Key 2) shall not exceed 6 (six) (subject to maximum 2 (Two) Key Experts in a year) for the entire Contract Period. Beyond that, an amount equal to 10% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments. However, no deduction shall be made on the substitutions due to death or medical incapacity and also in case of substitution asked by the Employer. iii) If suitable substitution of Key Experts is not deployed within the timeline decided in consultation with the Employer, it shall be treated as non-deployment of that Key Expert and **deduction shall be made as stated in the Additional Clause-1 below**.
32. Removal of Experts or Sub-consultants	Insert the following as Sub-Paragraph 32.3 and renumber original Sub-Paragraph 32.3 as Sub-Paragraph 32.4 "Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request."

37	The accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of proposal from: a. a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or b. in the judicial or official governmental interpretation of such laws of India; or c. the commencement of any Indian law which has not entered into effect until the date of submission of proposal; or d. any change in the rates of any of the Indian taxes that have direct effect on the contract If as a result of change in law, interpretation or rates of taxes defined above, Consultant benefits from any reduction in cost for the execution of the Contract, save and except as expressly provided for in this clause or in accordance with the provisions of the Contract, Consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify Employer of such reduction in cost.
41.2	Deleted.
42.3	**Price adjustment on the remuneration applies:** Payments for remuneration made in local currency shall be adjusted by 5% per year on a compounding basis after the expiry of one year of effectiveness of the contract as given in 1.1h of SCC
	Note: In case Extension of time is granted to Consultant for the reasons not attributable to Consultant, the price adjustment shall be made as mentioned above for the extended period of time, except for the period the extension has been granted on account of Consultant. Base date for the same shall be the due date of completion of the work. No price adjustment shall be made if the extension of time is granted to the Consultant due to reasons attributable to the Consultant.

43.1 and 43.2	The Contract Price pertaining to provision of consultancy services, shall cover all costs incurred by the Consultant for performing the stipulated Services. This shall not only include salaries, overheads and non-salary expenses, all allowance for contingencies, fees and profits, but all other costs and expenses incurred in carrying out the requirements of the Services, and the taxes duties, fees and other impositions under the Applicable Laws including GST, any Withholding taxes etc. These costs shall include all costs for Sub- Consultants, and any other professional fees or services incurred by the Consultant. Consultant and their personnel shall pay all taxes, cess, duties, fees and other impositions as may be levied under the Applicable Laws in India. In addition, they shall pay all taxes, fees and other impositions as may be applicable in their country of origin, as per their laws and regulations. All payments to the Consultant, will be subject to deduction of tax at source in accordance with the provisions of the Indian Income tax Act and any other applicable law. The Consultant shall take necessary clearance/exemption and registration certificate for Income Tax/ other Taxes/ GST, as applicable.
44.1	**The currency of payment shall be the following:** Indian Rupee (INR)
45.1(a)	The following provisions shall apply to the advance payment and the advance bank payment guarantee: i. The amount of advance payment is 5% of the remuneration in INR the advance payment securities shall be in the currencies of the advance payment. The advance payment shall be made against a bank guarantee acceptable to the Client for an amount equal to 110% of the advance payment (in Indian Rupee) . The Advance shall be interest bearing and rate of interest shall be **SBI MCLR** prevailing on the date of advance for the corresponding period +2%. The mobilization advance shall be paid in two instalments (2.5% after submission of bank guarantee and applicable insurance/indemnity/liability as per SCC 24.1 and 2.5% after mobilizing of all key experts with submission of bank guarantee) ii. The Bank Guarantee towards security of Mobilization Advance shall be 110% of the advance. iii. Deductions of advance payment shall commence in the next invoice following that in which the total of all certified interim payments (excluding the advance payment and deductions) exceeds 15% of the Accepted Contract Amount less

<table>
<tr><td></td><td>Provisional Sums; and deductions shall be made at the amortization rate of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 85% of the Accepted Contract Amount less Provisional Sums has been certified for payment.

iv. The Bank Guarantee shall be from a Scheduled/ public-sector bank (PSU) based in India any other Bank from other countries having its operations in India and acceptable to the Client.

v. The BG shall be issued by the bank on the Structured Financial Messaging System (SFMS) platform and shall send an advice of the Bank Guarantee to the following designated Bank of KRIDE through SFMS as per the following bank details:

<table>
<tr><td>Name of the Beneficiary</td><td>Rail Infrastructure Development Company (Karnataka) Limited</td></tr>
<tr><td>Account No.</td><td>043020102110</td></tr>
<tr><td>Location</td><td>M G Road, Bengaluru</td></tr>
<tr><td>Bank and Branch Name</td><td>Canara Bank, Prime Corporate Branch</td></tr>
<tr><td>Account Type</td><td>Current Account</td></tr>
<tr><td>IFSC</td><td>CNRB0002636</td></tr>
</table>
</td></tr>
<tr><td>45.1(b)</td><td>The Consultant shall have to submit its itemized statements monthly only. However, each invoice shall show remuneration and fixed expenses separately.</td></tr>
<tr><td>45.1(e)</td><td>Payment to be made for the calendar month based on approved actual Rolling Deployment Schedule by the Employer</td></tr>
</table>

	The selected consultant (GC Consultant) shall submit a Rolling Deployment Schedule which shall be prepared collectively together by Employer and GC consultant by ascertaining the actual progress of the project, thereby, the Employer will approve Rolling Deployment Schedule of the GC Consultant and shall make payment in accordance to such approved schedules. The payment shall be regulated as below: a. In case the Project gets delayed beyond the approved time schedule due to reasons not attributable to the Consultant: The reasons for delay shall be reviewed by "GC Steering Committee" which shall have officials nominated by Employer, Management representative of GC, Project Director or Deputy Project Director of the Consultant, one Key-1 level representative from the concerned group of the Consultant. The GC Steering Committee shall deliberate the reason for delay and if found not attributable to the Consultant shall accordingly enhance the deployment period of the Consultant's Experts for completing the Project for which additional man months at the accepted rate shall be payable to the Consultant without any penalty. The additional payment shall be based on the unit remuneration rate of the concerned category stated in the Letter of Acceptance and the additional approved deployment period of each Expert. **The accounts are:** for local currency: [insert account]. Payment shall be made electronically in the account of the Consultant as per the details provided by the Consultant. In case the Consultant is a Joint Venture, the payment shall be made only in the name of Joint Venture/Lead Member.
46.1	The interest rate is: shall be as per prevailing **SBI MCLR** prevailing on the date of invoice +2%.

49	If the efforts to resolve all or any of the disputes through amicable settlement fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions: a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director of the Employer **(MD/K-RIDE).** b) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and amended by the Arbitration and Conciliation (Amendment) act, 2015 and any statutory modification or re- enactment thereof; Further, it is agreed between the parties as under: Number of Arbitrators The Arbitral tribunal shall consist of: (i) Sole Arbitrator (or) (ii) 3 (three) arbitrators 1. Procedure for Appointment of Arbitrators (i) The arbitrators shall be appointed as per following procedure; (ii) In case of Sole Arbitrator: Within 30 days from the day when a written and valid demand for Arbitration is received by MD/K-RIDE, the Employer will forward a panel of 03 names to the GC. The GC shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the GC fails to choose one Arbitrator within 30 days of dispatch of the request by the Employer, then MD/K-RIDE shall appoint any one Arbitrator from the panel of Arbitrators as sole Arbitrator.

	(iii) In case of 03 Arbitrators: (a) Within 30 days from the day when a written and valid demand for Arbitration is received by MD/K-RIDE, the Employer will forward a panel of not fewer than 5 nominees to the GC. The GC will then give his consent for any one name out of the panel to be appointed as one of the arbitrators within 30 days of dispatch of the request by the Employer. (b) Employer will decide the second Arbitrator. MD/K-RIDE shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the GC, within 30 days from the receipt of the consent for one name of the Arbitrator from the GC. In case the GC fails to give his consent within 30 days of the request of the Employer then MD/K-RIDE shall nominate both the Arbitrators from the panel. (c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of Arbitrators provided to GC or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then, upon the request of either or both parties, the presiding Arbitrator shall be appointed by the MD/K-RIDE. (d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/K-RIDE fails to act without undue delay, the MD/K-RIDE shall appoint new Arbitrator/Arbitrators to act in his/their place except in case of new presiding Arbitrator who shall be chosen following the same procedure as mentioned in para ii(c) above. Such reconstituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s). (e) The Employer at the time of offering the panel of Arbitrator(s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their

	professional experience, phone nos. and addresses to the GC. 2. The minimum qualification and experience of the arbitrators which may be appointed by the Parties in accordance with the contract is set out below: (a) A working/retired officer (not below E-8 grade in a central public sector undertaking in India, with which the Employer has no direct business relationship), of engineering or accounts/finance discipline, having experience in management of construction contracts; or (b) A retired officer (not below the SAG level in Indian Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in management of construction contracts; 3. Miscellaneous: In any arbitration proceeding hereunder: (a) The language of arbitration shall be English. This arbitration shall be governed in accordance with the laws of India. (b) The venue of the arbitration shall be Bengaluru, India. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties. (c) The decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in High court at Bengaluru and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

50. (a) Performance Security	(a) The Performance Security shall be for an amount of 3% (Three percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. The contractor shall have the following options; (i) to submit full performance security for an amount equal to 3% of the contract price; or (ii) to submit part performance security for an amount equal to 1.5% of the contract price and the balance performance security shall be recovered from interim payment certificates @ 10% of the bill amount starting from 1st bill till it reaches full Performance Security. The contractor shall not be entitled to any interest on the amounts so recovered. However, the contractor shall be entitled for release of recovered amount of performance security against submission of bank guarantee of an equivalent amount, maximum three times during the contract.
50 (b) Security Deposit	The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full security deposit is recovered.
Additional Clause-1	**In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule**, for reasons attributable to the Consultant, then a **recovery equivalent to 20% of the remuneration of the Expert and proportionate fixed component based on the remuneration** shall be done for the period of non-deployment.
Additional Clause-2	Whenever the Experts of the Consultant is required to provide Services outside Bengaluru area, Consultant shall take approval of Employer. Employer shall reimburse the travel and lodging charges subject to the limits as defined here in. The consultant shall submit necessary vouchers and bills in proof of the actual travel and lodging charges only subject to the limit defined as per Appendix-B

Additional Clause-3	Employer reserves the right to re-apportion the deployment period between the same category of personnel or different categories of personnel based on the ratio of remuneration rates.
Additional Clause- 4	**Working Hours, Overtime, Leave, etc.** A. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Note below, and the Consultant's remuneration shall be deemed to cover these items. B. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and impact adequate supervision of the Services. **Note:** The deployment of the Experts shall be counted for the duration of the availability of the personnel at the Location of Services. One man-month equals all working days in a month excluding Sundays and National holidays with one (1) working day shall not be less than eight (8) hours. National holidays and holidays shall be those days which are recognized by Employer.

APPENDIX B

Reimbursable expenses for GC service outside Project site office

:In case the GC team member is required to go outside the project area of Bengaluru and its suburbs, for inspection of material and its source, meeting with RDSO, South Western Railway Zonal Headquarters and Railway Board etc., the expert will be entitled for Reimbursement of following expenses as detailed below:

A. With in India				
S. No.	**Expert**	**Travelling allowance**	**Lodging Allowance, Local transport allowance and other incidental & Contingent Expenses (₹)**	
			Accommodation	Travel
1	Key Personnel Staff (Category K1)	To and for, Travelling Charges by AC-1st Class for Category K1 & K2, and AC-2 tier for Categories other than K1, K2 from Project site office to the place of inspection/discussion in the special case with the permission of Employer travel by Air (economy class) will be admissible.	Reimbursement for Hotel accommodation/ Guest house of up to ₹5000/- day	Reimbursement of AC taxi charges of up to 80kms for travel within the city
2	Key Personnel Staff (CategoryK2)		Reimbursement for Hotel accommodation/Guest house of up to ₹3000/- day	Reimbursement of AC taxi charges of up to 80kms for travel within the city
3	Key Personnel Staff (CategoryK3)		Reimbursement for Hotel accommodation/Guest house of up to ₹1500/- day	Reimbursement of local conveyance charges of up to ₹150/- day for travel within the city
4	Key Professional Staff (Category K4)		Reimbursement for Hotel accommodation/Guest house of up to ₹500/- day	Reimbursement of local conveyance charges of up to ₹100/- day for travel within the city
5	Key Professional Staff (Category K5 & K6)		Reimbursement for Hotel accommodation/Guest house of up to ₹300/- day	Reimbursement of local conveyance charges of up to ₹50/- day for travel within the city

B. Outside India: Following reimbursement will be made to GC experts for inspection and other official work outside India.

S. No.	Expert	Travelling allowance	Lodging Allowance, Local transport allowance and other incidental & Contingent Expenses in (~~US $~~)
1	Key Personnel Staff (CategoryK1 and K2	To and for, Travel by Air (economy class) will be admissible.	450
2	Key Professional Staff (Category K3)	_____do_____ _____	325

Total provisional sum for above expenses has been kept as ₹35 Million i.e. ₹ 3,50,00,000/-

Note: Payment Daily allowance (DA) will be regulated according to the absence form headquarters from mid night to midnight and as under:

a. For absence up to 6 hours is 30%
b. For absence for more than 6 hours to 12 hours is 70%
c. For absence over 12 hours is 100%.

NOTE 2:

For travel within the country the equivalence of grades when compared with that of KRIDE policy is given below:

K1 taken as similar to Executive Director /GM

K2 taken as similar to AGM/JGM

K3 taken as similar to Sr. DGM/DGM/Sr. Manager

K4 taken as similar to Manager/Dy. Manager

K5 taken as similar to Asst. Manager

K6 taken as similar to Sr. Executive & Below

APPENDIX C

Job description, minimum educational qualifications and experience of Key experts of category K1 and K2

1. The below description provides a broad overview of key activities that need to be undertaken by various key experts (refer-3 of Qualification and Evaluation Criteria) within each sub group which will be critical for delivery of scope of the work described in the Terms of reference and the required qualification and experience (refer Section 3 Qualification and Evaluation Criteria).

2. This annexure supplements the activities to be performed under the scope of work mentioned in section (refer-section-3 Qualification and Evaluation Criteria) and should be read in conjunction to the bid document.

3. Apart from the activities mentioned below various key experts are expected to assist in any other activities defined in the Scope of Work as and when required and should also assist in coordinating with statutory authorities.

4. The minimum educational qualification and experience for the personnel in K1 position is contained below.

5. Experts at K2 level should have minimum of 15 years' experience in Metro/Suburban Railway Projects, of which 5 years should have been at the same level or one level lower during which he should have completed one project from start to commissioning. CV of Personnel not having the foregoing qualification will not be considered for evaluation. In such a case the bidder should submit a fresh CV of personnel having the requisite qualification

A. Project In-charges:

The broad activities of the key experts shall include:

i. Leading a team of personnel for a work of General Consultancy/Project Management Consultancy for urban rail based transit system.

ii. Act as a bridge between the GC and the Employer and other stakeholders including regular interaction with the Employer.

iii. Leading and supervising teams for planning, construction and successful commissioning of rail based transit system.

iv. Preparation of project strategy and plans.

v. Delivery of all deliverables under the scope of work for a urban rail based transit system in a timely manner.

vi. Review and monitor the work plans and schedules of various stakeholders and ensure consistency with the overall project schedule and updating on the progress of the project and GC activities on a regular basis.

vii. Scheduling and ensuring timely mobilization and demobilization of team members.

viii. Compliance to requirements of multi-lateral funding institutions.

ix. Establishing procedures for any changes in the project criteria/scope.

x. Responsible for clearance of the overall plans for the systems proposed by the DDC including depot layout, plant & machinery for the project, including approval of technical specification proposed by DDC.

xi. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
1	Project Director / Team Leader	K1	1	25	i to xi	Under Graduate in Civil, Mechanical, Electrical, Electronics and Telecommunications Engineering.
2	Deputy Project Director/Deputy Team leader (Civil)	K1	1	20	ii to xi	Under Graduate in Civil engineering
3	Deputy Project Director/Deputy team leader (Systems)	K1	1	20	ii to xi	Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering

B. Project & Contract Management:

The broad activities of the key experts shall include:

i. Preparation of detailed integrated schedule/project timelines for the entire project.

ii. Review and monitor the work plans and schedules of various stakeholders and ensure consistency with the overall project schedule.

iii. Managing overall procurement life cycle including bid document preparation and Bid Process Management till closure of contract.

iv. Ensuring proper risk analysis, and recommending risk mitigation measures.

v. Assistance in entire Contract administration, including dispute resolution, contract terminations, contract renegotiation, exit strategies, establishing standard procedures & tools etc.

vi. Assist in compliance of the requirements of Multilateral/Bilateral funding and other financial institutions.

vii. Preparation of cost breakdown structure, creation of baseline project cost, budget and cashflow schedule.

viii. Assessment of project long term financial statements and preparation, submission and disbursement of claims to multilateral/bilateral funding institution and other financial institutions.

ix. Establishing procedures for any changes in the project criteria/scope.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
4	Chief Contract Manager	K1	1	20	i to ix	Under Graduate in Civil Engineering
5	Chief Programme Expert	K1	1	20	i, ii iv and vii	Under Graduate in any Engineering stream
6	Contracts Expert (CIVIL)	K2	1	15	iii, iv, v and vi	Under Graduate in Civil Engineering stream
7	Sr. Contract Expert System	K2	1	15	iii, iv, v and vi	Under Graduate in Civil, Mechanical, Electrical, Electronics and Telecommunications Engineering.
8	Sr. Programme Scheduler	K2	1	15	i, ii, iv and vii	Under Graduate in any Engineering stream

C. System Integration and Interface

The broad activities of the key experts shall include

i. Complete system integration for the project.

ii. Drawing up a detailed document of all the potential interfaces among various components of the project in consultation with employer and contractor.

iii. Outlining the process for coordination and management of parties involved across various interfaces.

iv. Preparation of an interfacing platform where all the requests can be registered.

v. Defining the process of registering and resolution of an interface request.

vi. Establishing monitoring process for the interfacing of the registered request.

vii. Identify information to be exchanged, define the precise division of responsibilities amongst the stakeholders and identification of integrated test to be performed at each stage.

viii. Develop and incorporate necessary provisions in respective tender documents.

ix. Conduct regular site visits/meetings along with relevant stakeholders to review and monitor any interface related issues.

x. Facilitate assimilation of requirements of all phases i.e., planning, designing, procurement, construction, testing and commissioning among various consultants / contractors / suppliers / other stakeholders and thereby prepare, manage and control, the overall system integration processes.

xi. Manage System Integration tests and coordination for trial runs before operations and demonstrate the system readiness for commercial operations.

xii. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
9	Chief Project expert/System Expert (System Integration)	K1	1	20	i to x and xii	Under Graduate in any Engineering stream or equivalent
10	Sr. System Integration Engineer	K2	1	15	i to xi	Under Graduate in any Engineering stream or equivalent

C 1 Civil

The broad activities of the key experts shall include:

i. Review tender design/drawings along with specifications for the procurement of civil related components.

ii. Proof checking of geotechnical reports/data, providing the technical inputs for design etc.

iii. Proof checks the technical civil works proposals, drawings of civil works such as structures, foundations, stations, tunnels, viaduct special spans, piers, casting yard, segmental girders inclusive of all enabling works, etc.

iv. Ensure that recommended design complies with tender requirements, enactments, codes and regulations relevant to the Civil Works and has taken into consideration the construction methodologies, associated Temporary Works and Contractor's Equipment and available resources.

v. Review and provide value addition relevant to the activities of this group.

vi. Assistance in providing relevant inputs during the entire bid process management.

vii. Assistance in location and Diversion of utilities duly coordinating with various departments and organisations like BWSSB, BESCOM, GAIL, RAILTEL, INDIAN RAILWAYS etc.,

viii. Arriving at bill of quantities and estimation for diversion of Utilities as a part of Civil works in various contracts

ix. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
11	Chief Geotechnical Expert	K1	1	20	i, and ii and ix	Under Graduate in Civil Engineering stream
12	Chief Structures Design Expert (Station and Viaduct)	K1	1	20	i, iii, iv, v, vi and ix	Under Graduate in Civil Engineering stream
13	Sr. Geo technical Engineer	K2	1	15	i, and ii	Under Graduate in Civil Engineering stream
14	Senior Structure Design Engineer (Station and viaduct)	K2	2	15	i, iii, iv, v, vi and ix	Under Graduate in Civil Engineering stream
15	Sr. Utility Engineer	K2	1	15	vii, viii	Under Graduate in Civil / Electrical/ Electronics and Communication Engineering stream.

D.2. Architecture:

The broad activities of the key experts shall include but not limited to:

i. Review of Architectural design of Elevated and at Grade Stations.

ii. Proof check technical proposals, drawings of the architectural works

iii. Review of design/drawings along with specifications covering all aspects of station design such as multi modal integration, spatial modelling, overcrowding controls, information signage, multi modal exchange, traffic movement, parking facilities, entry exit and evacuation facilities, public amenities, etc.

iv. Review of design layout of the stations / depots in conjunction with inputs from all sub groups and finalize the requirement of equipment room, platform, operation services, and ticketing systems.

v. Review the provision of staircase, lift and escalators including access for specially abled commuters.

vi. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
16	Chief Architectural Expert	K1	1	20	i to vi	Under Graduate in Architecture
17	Sr. Station Design Architect	K2	1	15	i to vi	Under Graduate in Architecture

D. 3. Track:

The broad activities of the key experts shall include but not limited to:

i. Proof checking and finalization of track alignment.

ii. Should review the Rail structure and rail wheel interaction studies prepared by the Detailed Design Consultant.

iii. Proof checking and Value addition in the design of ballastless track of all types, noise and vibration mitigation measures, arrangement required for fixing of S & T equipment, technical proposals including track curvatures, turnouts, gradient, crossovers, fittings, buffer stops and destressing plans etc for station yards and midsection.

iv. Review of track installations procedures of ballastless and ballasted tracks.

v. Proof Checking of Survey and Alignment .

vi. Proof checking of Permanent way plans for depot .

vii. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
18	Chief Track Expert (Ballastless and Ballasted track)	K1	1	20	i to vii	Under Graduate in Civil Engineering
19	Sr. Track Engineer	K2	1	15	i to vi	Under Graduate in Civil Engineering
20	Sr. Alignment Engineer	K2	1	15	i, iii , v	Under Graduate in Civil Engineering

D. 4. Traction Power and Distribution, Air conditioning, Tunnel Ventilation and Machinery and Plant:

The broad activities of the key experts shall include but not limited to:

i. Design review, procurement, Installation and commissioning of high voltage substation including associated components.

ii. Design review, procurement, Installation and commissioning of Auxiliary power distribution, Traction system, and return current system, earthing system for elevated, at grade and underground sections including Depot.

iii. Design review, procurement, Installation and commissioning of Low voltage power distribution including fire-detection and fire-suppression system, mechanical works and air-conditioning.

iv. Design review, procurement, Installation and commissioning of illumination system and solar system.

v. Design review, procurement, Installation and commissioning of Ventilation scheme for tunnel, underground stations and associated equipment.

vi. Design review, procurement, Installation and commissioning of Lifts, Escalators, DG sets, Transformers, Battery Backup etc., and associated equipment for stations, depots and Operation Control Centre (OCC).

vii. Design review, procurement, Installation and commissioning of Equipment, Plant and Machinery in Depots such as Coach washing plant, Gantry Cranes, Pit wheel Lathe etc.

viii. Review and suggest improvements to the optimization of system parameter through simulation activities (such as load flow studies, power quality & resonance studies, EMC/EMI studies, earthing and bonding studies, stray current studies, protection & coordination studies, insulation & coordination and dynamic simulation of current collection system, etc.)

ix. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

x. The Consultant shall approve the soft wear to be used for the simulation studies by the detailed design consultancy in consultation with the KRIDE.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
21	Chief Power Supply and Traction Design Expert	K1	1	20	i, ii, viii, ix, x	Under Graduate in Electrical Engineering stream
22	Chief E&M Expert	K1	1	20	iii, iv, vi, viii, ix	Under Graduate in Electrical/Mechanical Engineering stream
23	Chief Depot M&P Expert	K1	1	20	vii, ix	Under Graduate in Electrical/Mechanical Engineering stream
24	Sr. Ventilation and Air conditioning Expert	K2	1	15	iii, v	Under Graduate in Electrical/Mechanical Engineering
25	Sr. Depot Engineer (M&P)	K2	1	15	vii	Under Graduate in Electrical/Mechanical Engineering
26	Sr. Power Supply and traction design Engineer	K2	1	15	i, ii, viii, x	Under Graduate in Electrical Engineering stream
27	Sr. E&M expert	K2	1	15	iii, iv, vi, viii	Under Graduate in Electrical/Mechanical Engineering stream

D.5. Quality, Safety & Environment:

The broad activities of the key experts shall include but not limited to:

i. Preparation of detailed Quality Assurance Plans and implementation in the entire project phases.

ii. Preparation of detailed Safety management plans/ safety instructions and implementation in the entire project phases.

iii. Reviewing and monitoring Quality plans of Contractors

iv. Reviewing and monitoring Safety plans of Contractors

v. Establishing standard procedures & tools for Quality Control.

vi. Establishing standard procedures & tools for Safety Control.

vii. Compliance of the requirements of multilateral/bilateral funding agencies.

viii. Coordinate and ensure Safety measures with reference to Safety of running of trains on the parallel /adjacent Indian Railway track.

ix. Develop and incorporate necessary provisions in respective tender documents.

x. Ensure Adherence of Environment pollution Control measures during review of design and construction.

xi. Assist in Green rating for the project.

S. No	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
28	Chief Quality Assurance Expert	K1	1	20	i, iii, v, vii, ix	Under Graduate in Civil Engineering
29	Chief Safety Expert	K1	1	20	ii, iv, vi, vii, viii, ix	Under Graduate in Civil Engineering
30	Sr. Quality Assurance/ Quality Control Expert (CIVIL)	K2	2	15	i, iii, v, vii, ix	Under Graduate in Civil Engineering
31	Sr.QA/QC(Systems)	K2	1	15	I, iii, v, vii, ix	Under Graduate in Mechanical,

						Electrical, Electronics and Telecommunications Engineering.
32	Sr. Safety Expert (Civil)	K2	1	15	ii, iv, vi, vii, viii, ix	Under Graduate in Civil Engineering
33	Sr. Safety Expert (Systems)	K2	1	15	ii, iv, vi, vii, viii, ix	Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering.
34	Sr. Environment Expert	K2	1	15	vii, ix, x, xi	Under Graduate in Civil Engineering

E. Signalling, Telecommunication, AFC & Platform Screen Door

The broad activities of the key experts shall include:

i. Design review, procurement and implementation of complete signalling system for a continuous automatic train control rail based transit system.

ii. Design review , procurement and implementation of platform screen door system for a continuous automatic train control rail based transit system.

iii. Design review, procurement and implementation of telecommunication system including sub systems for backbone of data transmission from field units to centralized control centres, systems for passengers and Employer's telecommunication connectivity such as mobile connectivity, TETRA, WiFi etc, systems for CCTV, access control for a continuous automatic train control rail based transit system.

iv. Design review, procurement and implementation of automatic fare collection system and integrated ticketing models

v. Exposure of PPP models for Automatic Fare Collection prevalent in the market.

vi. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
35	Chief Signalling design Expert (CBTC)	K1	1	20	i, ii, vi	Under Graduate in Electronic and Telecommunication Engineering Stream.
36	Chief Telecom Expert	K1	1	20	iii, vi	
37	Sr. Signalling Design Engineer (CBTC)	K2	1	15	i, ii	
38	Sr. Telecom Engineer	K2	1	15	iii	
39	Sr. AFC Engineer	K2	1	15	iv, v	

F. Depot. & Workshop

The broad activities of the key experts shall include but not limited to:

i. Review of Planning, design and operation of MRTS Depot:

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
40	Sr. Depot Design Expert (Civil)	K2	1	15	i	Under Graduate in civil Engineering stream

G. Rolling Stock:

The broad activities of the key experts shall include but not limited to:

i. Design review, procure and implement Rolling Stocks for continuous automatic train control rail-based transit system

ii. Review tender design/drawings along with specifications for related components covering aspects of efficiency and maintenance etc.

iii. Assistance in providing relevant inputs during the entire bid process management

iv. Assist in testing and commissioning including final acceptance of the rolling stock based on the results of the prototype, serial and/or system test.

v. Assist in detailed interfacing with other sub components

vi. Perform following activities:

a. Identification of all systems and parameter

b. Approvals of sub-systems of the rolling stock such as propulsion, current collection systems, seating arrangement, passenger amenities, energy regenerating arrangement, passenger amenities, energy efficiency parameters, illumination, wheel profile etc.,

c. Assist in System integration.

vii. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
41	Chief Rolling stock Design expert	K1	1	20	i to vii	Under Graduate in Electrical/Mechanical Engineering stream
42	Sr. Rolling stock design Engineer (Electrical)	K2	1	15	i to vi with respect to Electrical systems	Under Graduate in Electrical Engineering stream
43	Sr. Rolling stock design Engineer (Mechanical)	K2	1	15	i to vi with respect to Mechanical systems	Under Graduate in Mechanical Engineering stream

H. Integrated Testing and Commissioning

The broad activities of the key experts shall include but not limited to:

i. Planning of complete testing and commissioning of sub systems/prototypes of rail based transit system.

ii. Prepare testing and commissioning plans based on inputs from all sub groups, standards, best practices, operational requirement so as to demonstrate the system readiness for commercial operations.

iii. Final acceptance of the system based on the results of the prototype, serial and/or system test.

iv. Performing following activities:

a. Submitting all necessary documents and have discussions etc. with CMRS / RDSO/ other Statutory Authorities to obtain approvals.

b. Plan, arrange and supervise all the trial tests, if required, with the support of the Employer, well in advance of the trial runs.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
44	Chief Testing and Commissioning Expert	K1	1	20	i to iv	Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering.
45	Sr. Testing and Commissioning Expert	K2	1	15	i to iv	Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering.

I. Operations and Maintenance

The broad activities of the key experts shall include but not limited to:

i. Implementation of Operation and Maintenance for a rail based transit system and monitor operations and maintenance activities.

ii. Preparation of operations and maintenance manuals, procedure orders, disaster management etc.

iii. Planning of the requirement of all spare parts with sufficient inventory necessary for continuous operation.

iv. Prepare job description, qualifications, and competency required for various posts in the O&M wing of BSRP.

v. Finalizing various modes of operations such as centralized control, independent control and central monitoring and decentralized autonomous control.

vi. Preparation of train schedule.

vii. Analyze the manpower/training requirements for O&M team and recommend training program and schedules.

viii. Recommend behavioral-based training programmers and identify training equipment's inclusive of simulation kits.

ix. Documentation of latest trends both in domestic and international market regarding implementation and operations & maintenance which can be relevant

to BSRP

x. Ensure safe operation of revenue train in accordance with the time table as well as Ensure availability of train for revenue operation on main line in time.

xi. Safe operation all trains.

xii. Coordinating all activities in the event of train delay.

xiii. Ensure timely availability of train in consultation with PPIO.

xiv. Monitor train movement on main line and rolling stock related failures.

xv. Guide train operator for troubleshooting in case of Problem/failure of Rolling stock.

xvi. Maintain liaison with Progress, planning and inspection office (PPIO), Traction power control (TPC), Traffic Control (TC) and Depot control (DC).

xvii. To inform passengers directly at any incident or during emergency in a train at a particular platform which is likely to affect train movement.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
46	Chief Operations and Maintenance Expert	K1	1	20	i to iv	Under Graduate in Civil Mechanical, Electrical, Electronics and Telecommunications Engineering
47	Senior O&M Expert (System and Rolling stock)	K2	1	15	i to vi and xiii to xvi	Under Graduate in Mechanical, Electrical, Electronics and Telecommunications Engineering
48	Senior Traffic Manager	K2	1	15	i to vi, ix to xiii and xvi to xvii	Under Graduate in any Engineering stream

J Miscellaneous

E-59 Chief Multimodal Transport Expert

The broad activities of the expert shall include but not limited to:

i. Review and provide value addition relevant to his activity

ii. Interface and co-ordination with architectural sub group and review design of facilities for multi modal integration at station (upcoming & planned).

iii. Proof check and analyze traffic studies based on which multi modal integration facilities have been proposed.

iv. Review the station layout and multi modal integration (physical and network integration) layout so as to improves transit service quality and pass on maximum benefit to the commuters in line with the relevant guidelines.

v. Present case studies for multimodal integration carried out both in domestic and international projects

vi. Review the feeder bus management inclusive of demand analysis at various locations.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
49	Chief Multimodal Expert	K1	1	20	i to vi	Under Graduate in any Engineering stream

K. RAMS Experts

The broad activities of the key expert shall be but not be limited to:

i. Implementation of RAMS in rail based transit system.

ii. Defining the requirements of RAMS for the various sub systems.

iii. Evaluate various components on the RAMS parameters.

iv. Proof checking of verification & validation reports of RAMS of different sub components.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
50	Chief RAMS Expert	K1	1	20	i to iv	Under Graduate in Civil Mechanical, Electrical, Electronics and Telecommunications Engineering
51	Sr. RAMS Expert	K2	1	15	i to iv	Under Graduate in Civil Mechanical, Electrical, Electronics and Telecommunications Engineering

L. Senior BIM Expert

The broad activities of the key experts shall be but not limited to:

i. Review of appropriate detailing to be undertaken for defining information sub component wise along with interdependency between the information.

ii. Providing organization roles and staffing including delegation of authority, trainings required, manpower planning, job descriptions required for implementation and operations & maintenance phase.

iii. Identification of policy provisions, terms and conditions specifically relating to BIM to be incorporated in all bid documents to ensure desired implementation of BIM.

iv. Preparation of all documents but not limited to Employer Information Requirement (EIR), Organizational Information Requirement (OIR), Asset Information Requirement (AIR), master delivery list, master information delivery plan in line with PAS 1192 or latest amendments

v. Identification of BIM performance parameters for various stakeholders and monitoring their adherence by the stakeholders

vi. Providing relevant inputs during the entire bid process management

vii. Assist in proper operations and maintenance of the BIM interface including all techno-managerial assistance.

viii. The designs proposed by the DDC in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be

discussed with the Client.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
52	Senior BIM Expert	K2	1	15	i to vii	Under Graduate in Civil Engineering/ Architecture stream

M. Senior Social and R&R Expert

The broad activities of the key experts shall be but not limited to:

i. Compliance to the requirement of Multilateral/Bilateral funding agencies.

ii. Preparation of Social Impact Assessment report, including facilitating land acquisition processes, undertaking stakeholder consultation, conducting/facilitating socio-economic surveys, undertaking social impact assessments and preparation of Resettlement Action Plans.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
53	Senior Social and R&R expert	K2	1	10	i to vii	Under Graduate degree in Social Sciences relevant discipline e.g., Social work / Sociology / Anthropology

Note:

1. He/She should have worked on at least three (3) infrastructure projects preferably of similar nature, of which at least one should have been funded by multilateral agencies

2. He/She should have knowledge of legal/regulatory requirements of Govt. of Karnataka (KIADB Act and Rules) on land acquisition, resettlement and rehabilitation and existing government welfare /rehabilitation schemes,

N. Finance and Accounts:

The broad activities of the key experts shall include but not limited to:

i. Assistance in raising loans/debt from Bilateral/Multilateral funding agencies.

ii. Assistance in adhering to the conditions and covenants of the Bilateral/Multilateral funding agencies.

iii. Concurrence and vetting of BOQ and Tender estimates

iv. Ensuring adherence to contract terms and conditions prior to clearance of bills and invoices as well as verification and passing of Contractors bills

v. Inputs to KRIDE for budgeted financial expenditure duly discussing the matter with Chief Programme expert and Chief Contract Manager.

vi. Coordinating with the statutory and concurrent auditor as well as with the Comptroller and Auditor General's Audit.

S. No.	Description of Position	Category	Nos.	Minimum Total Experience	Description of Activities	Minimum Qualification
54	Chief Financial Expert	K1	1	20	i to v	Chartered Accountant and Cost accountant
55	Sr. Financial Adviser	K2	1	15	i to v	Chartered Accountant
56	Sr. Accounts Expert	K2	1	15	iii and v	Chartered Accountant

NOTE: All the three positions require the following experience:

1. SAP experience and experience in large Govt. Projects is must.
2. Variance Analysis and reporting experience.
3. Experience in Excel and Macros for MIS reporting.

APPENDIX D

Minimum educational qualifications and experience of Non- Key experts of category K3,K4,K5 and K6

K3: Under Graduate Engineers in respective fields with 7 years' Experience or Diploma in Engineering with 10 years' experience in implementation of Metro/Railway Projects. Where required by the K-RIDE staff in this level shall have at least two years of experience of implementing projects next to running Lines of Indian Railway

K4: Under Graduate Engineers in respective fields with 2 years' Experience or Diploma in Engineering with 5 years' experience in implementation of Metro/Railway projects

K5: Under Graduate Engineers Trainees in respective fields

K6: Depending on the nature of work, the qualification and experience shall be decided by the K-RIDE. This shall cover staff such as personal assistant, data entry operators, clerks, office boy, security etc.

Non Key Experts Position	Civil	Mech	Elect	Electronic and communications	Finance	Total
K3	9	1	5	2	1	18
K4	30	4	16	8	2	60
K5	7	2	3	2	1	15

NOTE: The Department wise distribution of Non-Key Experts position given above is indicative and will be decided by joint discussion between KRIDE and GC.

APPENDIX E

Estimates for Software and Hardware costs

Software Estimates:

S No.	SOFTWARE LIST	PURPOSE OF USE	LICENSE TYPE	COST/UNIT	Nos of license	Qty	Amount (INR)
1	AEC COLLECTION OI AUTODESK (Autocad, Revi Civil3D, Infraworks, Navisworks)	Drafting, Modelling design, estimation clash detectio analysis, simulatio documents & repo preparation.	Renewal for every year	₹ 4,80,000	2	6	₹ 57,60,000
2	AUTOCADD FULL VERSION	Drafting (2D & 3D)	Renewal for every 3yr	₹ 2,09,000	8	2	₹ 33,44,000
3	AUTOCADD LT VERSION	Drafting (2D)	Renewal for every year	₹ 90,000	5	6	₹ 27,00,000
4	SKETCHUP WITH SUBCRIPTION OF OSM DATA	CITY MODELLING	NON RECURRING	₹ 22,000	2	1	₹ 44,000
5	STADD PRO	STRUCTURAL DESGIN	Renewal for every year	₹ 80,000	2	6	₹ 9,60,000
6	OPEN RAIL DESIGNER	TRACK GEOMETRIC DESGIN	Renewal for every year	₹ 7,50,000	2	6	₹ 90,00,000
7	CYPECAD	BIM (2D, 3D, 4D & 5D)	NON RECURRING	₹ 5,00,000	1	1	₹ 5,00,000
8	SPATIAL MANAGER FOR AUTOCAD	SATELLITE IMAGER	NON RECURRING	₹ 35,000	2	1	₹ 70,000
9	PRIMAVERA & Risk analysis	CPM & PERT	Renewal for every year	₹ 37,000	2	1	₹ 74,000
Total							**₹ 2,24,52,000**

Any other software (based on the requirement as approved by the client from reputed suppliers) - a lumpsum provision of **₹ 1,00,00,000**.

Hardware Estimate:

Sl. No	Level	No of Executives	System required	System	Approximate Unit rate in Rs.	Approximate Total rate in Rs.
1	K1	24	24	Normal Laptop i5	₹ 48,000	**₹ 11,52,000**
3	K2	35	35	Normal Desktop i5	₹ 50,000	**₹ 17,50,000**
4	K3	18	15	Normal Desktop i5	₹ 50,000	**₹ 7,50,000**
			3	Design Desktop i5 2GB Graphic	₹ 64,000	**₹ 1,92,000**
5	K4	60	20	Normal Desktop i5	₹ 50,000	**₹ 10,00,000**
			5	Design Desktop i5 2GB Graphic	₹ 64,000	**₹ 3,20,000**
6	K5	15	2	Normal Desktop i5	₹ 50,000	**₹ 1,00,000**
			2	Design Desktop i5 2GB Graphic	₹ 64,000	**₹ 1,28,000**
7	K6	20	5	Normal Desktop i5	₹ 50,000	**₹ 2,50,000**
8			2	Laser Multifunction	₹ 2,00,000	**₹ 4,00,000**
9			1	Plotter	₹ 3,50,000	**₹ 3,50,000**
10			4	Inkjet printer	₹ 7,000	**₹ 28,000**
11				Network Switches, Wifi devices, Rack etc	₹ 5,00,000	**₹ 5,00,000**
12				Patch panel, LANan cables etc	₹ 2,00,000	**₹ 2,00,000**
13				For all the devices	₹ 14,00,000	**₹ 14,00,000**
14				Consumable for Printer/Plotter	₹ 17,60,000	**₹ 17,60,000**
Approximate Total Rate in ₹						**₹ 1,02,80,000**

Section 8	Contract Forms

Section 8 Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.

Table of Forms

K RIDE

Title	Form No
Form of Contract Performance Security	COF/3
Form of Additional Performance Security	--
Form of Contract	--
Form of Contract Agreement	--
Form Of Bank Guarantee For Advance Payments	APPENDIX A

COF/3

FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)

[*Refer Clause 41 of Instructions to Bidders]*

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank).

From:
Name and Address of the Bank…..
……..
To:
The Managing Director,
Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE),
1st Floor, Samparka Soudha, Opp. Orion Mall,
Dr Rajkumar Road,
Bengaluru - 560010

WHEREAS**,** Rail Infrastructure Development Company (Karnataka) Limited, hereinafter called the **Employer,** acting through ***[Insert Designation and address of the Employer's Representative]***, has accepted the bid of ***[Insert Name and address of the Contractor]***, hereinafter called the **Contractor,** for the work of ***[Insert Name of Work]***, vide Notification of Award No.***[Insert Notification of Award No.]***.
AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ***[Insert Value of Performance Security required]***, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, ***[Insert Name of the Bank]***, with its Branch ***[Address]*** having its Headquarters office at ***[Address]***, hereinafter called the **Bank,** acting through ***[Designation(s) of the authorised person of the Bank]***, have, at the request of the *[Insert name of the JV partner]* , a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

1 KNOW ALL MEN by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],***being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of ***[Insert Value of Performance Security required]*** as above stated.

2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount

without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank..

3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5. The Bank Guarantee shall be unconditional and irrevocable.

6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8 This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on [***Insert the date twenty-eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.

9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date …… ……
Place……. [*Signature of Authorised person of Bank]*

…….

[Name in Block letters]

……..
[Designation]

…….……
[P/Attorney] No.

……..
Bank's Seal

[P/Attorney] No.……
Witness:

1. *Signature*
   Name & Address & Seal

2. *Signature*
   Name & address & Seal

Note :
1. *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*

2. *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

K RIDE

3. *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of of their respective percentage share specified in the JV Agreement. The percentage share of M/s [**Insert Name of the JV Partner**] in the JV is [**Fill share % in the JV**] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

K RIDE

FORM OF ADDITIONAL PERFORMANCE SECURITY (BANK GUARANTEE)

[Refer Clause 35.5 of Instructions to Bidders]

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank)

From:

Name and Address of the Bank…..
……..

To:
The Managing Director,
Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE),
1st Floor, Samparka Soudha, Opp. Orion Mall,
Dr Rajkumar Road,
Bengaluru - 560010

WHEREAS**,** Rail Infrastructure Development Company (Karnataka) Limited, hereinafter called the **Employer,** acting through ***[Insert Designation and address of the Employer's Representative]***, has accepted the bid of ***[Insert Name and address of the Contractor]***, hereinafter called the **Contractor,** for the work of ***[Insert Name of Work]***, vide Notification of Award No.***[Insert Notification of Award No.]***.

AND

WHEREAS, the contractor is required to furnish additional Performance Security for the sum of ***[Insert Value of additional Performance Security required]***, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

WHEREAS, ***[Insert Name of the Bank]***, with its Branch ***[Address]*** having its Headquarters office at ***[Address]***, hereinafter called the **Bank,** acting through ***[Designation(s) of the authorised person of the Bank]***, have, at the request of the [Insert name of the JV partner], a JV partner on behalf of the contractor, agreed to give guarantee for additional performance security as hereinafter contained:

1 KNOW ALL MEN by these present that I/We the undersigned ***[Insert name(s) of authorized representatives of the Bank],***being fully authorized to sign and incur obligations for and on behalf of the Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of ***[Insert Value of additional Performance Security required]***as above stated.

2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

5 The Bank Guarantee shall be unconditional and irrevocable.

6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.

7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8 This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.

9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.

12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee(s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

K RIDE

Date …… ……
Place……. *[Signature of Authorised person of Bank]*

……..
[Name in Block letters]

……..
[Designation]

…….……
[P/Attorney] No.

……..
Bank's Seal

[P/Attorney] No.……
Witness:
1. *Signature*
   Name & Address & Seal

2. *Signature*
   Name & address & Seal

`

Note :

1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*

2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

3 *The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.*

4 *In case the Contractor is a JV, the additional Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partner(s) who is responsible for execution of schedule(s) (as per JV agreement) against which additional Performance Security is required to be submitted in terms of ITB 35.5. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

K RIDE

CONTRACT FOR CONSULTANT'S SERVICES

Time-Based

Project Name Bengaluru Sub-urban Railway Project (BSRP)

Assignment Title: General Consultancy Services for Bengaluru Sub-urban Railway Project (BSRP)

Contract No. _____

between

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY {KARNATAKA) LIMITED

and

_____

[Name of the Consultant]

Dated: _____

K RIDE

Form of Contract

TIME-BASED

(Text in brackets [ ] is optional; all notes should be deleted in the final text, to filled whichever is applicable)

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

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

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [*or* has applied for] a loan [*or* Special Fund] from the Bank toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/special fund] to eligible payments under this Contract, it being understood that
   (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank;
   (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/special fund] agreement, including prohibitions of withdrawal from the [loan/special fund] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and
   (iii) no party other than the Client shall derive any rights from the

[loan/financing/special fund] agreement or have any claim to the [loan/special fund] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment 1 "Prohibited Practices";
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Form of Advance Payments (Section 8)
   Appendix B: Breakdown of Reimbursable expenses Guarantee
   Appendix C: Job description, minimum educational qualifications and experience of Key experts of category K1 and K2
   Appendix D: Minimum educational qualifications and experience of Non- Key experts of category K3 to K6
   Appendix E: Tentative estimate of Software and Hardware.

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

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

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

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

For and on behalf of RAIL INFRASTRUCTURE DEVELOPMENT COMPANY {KARNATAKA) LIMITED

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

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

[Authorized Representative of the Consultant – name and signature]
[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

K RIDE

FORM OF CONTRACT AGREEMENT

CONSULTANCY SERVICES FOR THE GENERAL CONSULTANT FOR THE BANGALORE SUB-URBAN RAILWAY PROJECT

CONTRACT No. _____

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the "Contract") is made on the _____ day of _____, 2021, between the _____ on the one part (hereinafter called the "Employer") acting through the Managing Director, and _____ in association with_____ (hereinafter [jointly] called the "Consultant") on the other part [notwithstanding such association] the Consultant will be represented hereunder at all times by _____ which 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) Rail infrastructure development company has been established by Ministry of Railway, hereinafter referred to as "Railway" as a Special Purpose Vehicle (SPV) under the Companies Act 1956 to develop, mobilize resources and implement these projects which are part of National Railway Vikas Yojana (NRVY) Scheme through a Memorandum of Understanding.

B) The Employer has requested the Consultant to provide consulting services for "**GENERAL CONSULTANT for the Bangalore Sub-Urban Railway Project**"

C) The Consultant 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:

Clause 1. Services.

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference (TOR) set forth in the Bid document. Any modifications to such TOR that materially impact upon the Services which may be agreed between the Consultant and the Employer.

Clause 2. Reports.

The Consultant shall submit to Employer in the English language the reports and documentation specified in Section 5

Clause 3. Personnel.

(a) The Services shall be carried out by the personnel specified in the bid document (hereinafter called the personnel) for the respective periods of time indicated therein.

(b) The consultant shall, at all times, ensure that there is a GM/K RIDE acceptable to the Employer to supervise and coordinate the operations of the personnel in the field and to be responsible for liaison between the Consultant and the Employer.

K RIDE

Clause 4. Commencement Date.

The Consultant shall commence the Services within Fifteen (15) calendar days after the issue of LOA except when the Employer notifies for commencement of services for a later date.

Clause 5. Date of Arrival.

The Consultant shall promptly inform the Employer of the date of arrival of the personnel at site.

Clause 6. Provision of Services and Payment to the Consultant:

(a) In consideration of the payments to be made by the Employer to the Consultant as indicated in this agreement, the consultant hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the contract.

(b) The Employer hereby covenants to pay the Consultant in consideration of the provision of services for completion of the project, the contract price or

such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract.

Clause 7. Accounts for Payment:

All payments under this Contract shall be made to the following account of the Consultant:

……

(To be indicated by the Consultant and agreed by the Employer)

Clause 8. Authorized Representative of Consultant.

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by a designated representative and on behalf of the Employer by designated representative of Rail Infrastructure Limited.

Clause 9. Notices and Requests.

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, telex or facsimile to the party to which it is required to be given or made at such party's address (given below) specified in writing to the party giving such notice or making such request.

The General Manager (P&D),
Rail Infrastructure Limited

---,

For the Consultant
_____
_____

KRIDE

Clause 10. Effective Date.

(a) The Contract shall become effective upon the date notice is given to the Consultant to proceed with the Services pursuant to Clause 4 above.

(b) Should the Contract not have become effective within ninety (90) calendar days of the issue of Letter of Acceptance, either party may, by not less than ten (10) calendar days written notice to the other party, declare the Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

Clause 11. Miscellaneous.

(a) No delay in exercising or omission to exercise, any right, power or remedy accruing to their party under this contract upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other subsequent default.

(b) The Special Conditions of Contract and documents attached hereto, which including this Agreement collectively constitute this Contract (as defined hereinabove) are each integral and substantive parts of this Contract and are fully binding on each of the parties.

K RIDE

Clause 12: Documents forming the Contract.

The following documents along with original *BID* documents, addendum/corrigendum or any other reference made in connection with *BID* document shall be deemed to form and be read and construed as part of this Contract Agreement.

i) The Letter of Award

ii) The consultant's Proposal along with the addenda

iii) All correspondence between Consultant and Employer after Submission of *BID* and before issue of Letter of Award.

iv) Notice to Proceed.

v) Performance Security.

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

FOR AND ON BEHALF OF (THE EMPLOYER)

_____
(Authorized Representative)

FOR AND ON BEHALF OF (THE CONSULTANT)

_____
(Authorized Representative)

K RIDE

APPENDIX - A

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS (Reference: Para 12 of LO1 and Claim 6.4(a) of GCC)

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

Ref: _____ Bank Guarantee _____

Date: _____

Dear Sir.

In consideration of M/s (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. (hereinafter referred to the "Consultant" which expression shall unless repugnant to the context of meaning thereof. include its successors. administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at for _____Contract (hereinafter called the 'Contract')

(**Scope of work**) and the Employer having agreed to make an advance payment to the Consultant for performance of the aboveContract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be Furnished by the Consultant.

We_____(Name and address of the Bank) having its Head Office at_____ _____(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 *unconditionally;' and irrevocably guarantee* and undertake to pay the Employer immediately on demand any or, all monies payable by the Consultant to the extent of as aforesaid at any time upto @ __without any demur, reservation, context, 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 Employer 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 till the Employer discharges this guarantee.

The Employer 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. The Employer 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 Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligation under these presents by any exercise by the Employer 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 Employer or any other

indulgence shown by the Employer 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 Employer 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 Employer may have in relation to the Consultant's liabilities.
Notwithstanding anything contained herein above or liability under this guarantee is limited to _____ and it shall remain in force up to and including @ _____and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/.s _____on whose behalf this guarantee has been given.

Dated: this _____day of _____20 at_____
WITNESS

(signature) (signature)

(Name) (Name)

(Official Address) Designation (with Bank stamp)
Attorney as Power of Attorney No. _____
Dated _____

Strike out, whichever is not applicable. @ The date will be 24 months after the date of release of payment.

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.

2. The 'Bank Guarantee' shall be from an Indian scheduled Commercial Bank.

3. Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

KRIDE

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SECTION 9	BILL OF QUANTITIES

Section 9.
Bill of Quantities (BOQ)

Note:

A. This Bill of Quantities need not be filled, this is only for information.

B. For downloading the details of bill of quantities the Bidder must first register and make necessary payment (fee) and then only he can upload the Bill of Quantities through e-portal in price bid.

Financial Proposal shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 1 and Section 3.

Financial Proposal Standard Forms are as follows:

FIN-2 SCHEDULE-A - Breakdown of Remuneration

FIN-3 SCHEDULE-B - Breakdown of Fixed Expenses

FIN-4 Summary of Costs

FORM FIN-2

SCHEDULE-A BREAKDOWN OF REMUNERATION

Bidders/Consultant to fill in the rates for each item in column 7 and the name of the personnel in column 2

No.	Name	Position (as in Annexure -2)	No. of Experts	Time Input in Man Month	Person-month Remuneration Rate in ₹ (Number)	{*Rate in words*}
1	**2**	**3**	**4**	**5**	**6**	**7**
Key Experts (K1* Category)						
1		Project Director/ Team Leader	1	60		
2		Dy. Project Director/Team Leader (Civil)	1	60		
3		Dy. Project Director / Team Leader (System)	1	60		
4		Chief Contracts Manager	1	60		
5		Chief Program Expert	1	48		
6		Chief Quality Assurance Expert	1	48		
7		Chief Safety Expert	1	48		

No.	Name	Position (as in Annexure -2)	No. of Experts	Time Input in Man Month	Person-month Remuneration Rate in ₹ (Number)	{*Rate in words*}
1	**2**	**3**	**4**	**5**	**6**	**7**
8		Chief Architectural Design Expert	1	24		
9		Chief Testing & Commissioning Expert	1	18		
10		Chief Operation & Maintenance Expert	1	24		
11		Chief Geo Technical Design Expert	1	30		
12		Chief Structures Design Expert – Stations & Viaduct	1	30		
13		Chief Project Expert / System (System Integration)	1	54		
14		Chief Power Supply & Traction Design Expert	1	48		
15		Chief (E&M) Expert	1	48		
16		Chief RAMS Expert	1	24		

No.	Name	Position (as in Annexure -2)	No. of Experts	Time Input in Man Month	Person-month Remuneration Rate in ₹ (Number)	{*Rate in words*}
1	2	3	4	5	6	7
17		Chief Track Design & Supervision Expert (Ballastless & Ballasted track)	1	36		
18		Chief Signaling Design & Supervision Expert (CBTC)	1	36		
19		Chief Telecom Design & Supervision Expert	1	36		
20		Chief AFC Design & Supervision Expert	1	36		
21		Chief Rolling Stock Design & Supervision Expert	1	36		
22		Chief Depot M&P Expert	1	24		
23		Chief Multimodal Transport Expert	1	18		
24		Chief Financial Expert	1	48		

No.	Name	Position (as in Annexure -2)	No. of Experts	Time Input in Man Month	Person-month Remuneration Rate in ₹ (Number)	*{Rate in words}*
1	2	3	4	5	6	7
Key Experts (K2* Category)						
25		Sr. Contracts Expert (Civil)	1	60		
26		Sr. Contracts Expert (System)	1	60		
27		Sr. Program Scheduler	1	48		
28		Sr.QA/QC Expert (Civil)	2	48		
29		Sr.QA/QC Expert (Systems)	1	48		
30		Sr. Safety Expert (Civil)	1	48		
31		Sr. Safety Expert (System)	1	48		
32		Sr. Environment Expert	1	48		
33		Sr. Station Design Architect	1	24		
34		Sr. Depot civil design Expert	1	24		
35		Sr. BIM Expert	1	24		

No.	Name	Position (as in Annexure -2)	No. of Experts	Time Input in Man Month	Person-month Remuneration Rate in ₹ (Number)	{*Rate in words*}
1	**2**	**3**	**4**	**5**	**6**	**7**
36		Sr. Testing & Commissioning Expert	1	18		
37		Sr. O&M Expert (Systems and Rolling stock)	1	24		
38		Sr. Geotechnical Design Engineer	1	30		
39		Sr. Structural Design Engineer – Stations & Viaduct	2	30		
40		Sr. VAC Expert	1	30		
41		Sr. System Integration Engineer	1	54		
42		Sr. Power Supply & Traction Design Engineer	1	48		
43		Sr. RAMS Engineer	1	24		
44		Sr. Track design & Supervision Engineer	1	36		

No.	Name	Position (as in Annexure -2)	No. of Experts	Time Input in Man Month	Person-month Remuneration Rate in ₹ (Number)	{*Rate in words*}
1	2	3	4	5	6	7
45		Sr. Signaling Design & Supervision Engineer (CBTC)	1	36		
46		Sr. Telecom Design & Supervision Engineer	1	36		
47		Sr. AFC Design & Supervision Engineer	1	36		
48		Sr. Rolling Stock Design & Supervision Engineer (Electrical)	1	18		
49		Sr. Rolling Stock Design & Supervision Engineer (Mechanical)	1	18		
50		Sr. Depot Engineer (M&P)	1	24		
51		Sr. Social and R&R Expert	1	24		
52		Sr. Utility Engineer	1	48		
53		Sr. Traffic Engineer	1	30		

No.	Name	Position (as in Annexure -2)	No. of Experts	Time Input in Man Month	Person-month Remuneration Rate in ₹ (Number)	*{Rate in words}*
1	2	3	4	5	6	7
54		Sr. Alignment Engineer	1	18		
55		Sr. E&M Expert	1	48		
56		Sr. Account Expert	1	48		
57		Sr. Financial Adviser	1	48		
58		Non-Key Experts (K3 Category)	18	864		
59		Non-Key Experts (K4 Category)	60	2880		
60		Non-Key Experts (K5 Category)	15	720		
61		Support Staff (K6 Category)	20	1080		

Amount in Figures_____

Amount in Words _____

Total Remuneration (INR)_____

NOTE

1. **The quoted rates/prices shall be inclusive of all duties, taxes, withholding taxes, royalties, cess, other levies payable by the Consultant and all other incidental charges required to fulfill the proposal conditions including statutory deductions viz TDS towards income tax etc including Goods and Services Tax (GST).**
2. **The time input is indicative and payment will be made based on approved actual Rolling Deployment Schedule by the Employer.**
3. **Positions in Sl. No. 1-24 are level K1 and Sl. No. 25- to 57 are level K2. The minimum qualifications and experience for Level K1 and K2 are given in the Appendix – C. The minimum qualification and experience for Level K3 to K6 are given in the Appendix-D.**

FORM FIN-3

SCHEDULE-B - BREAKDOWN OF FIXED EXPENSES

S. No	Type of expenses	Cost in Indian Rupees
1	Cost of Office Space at Bengaluru (other than rent. Refer Note.4)	Per Month
2	Cost of Office Equipment (Desktops/Laptops, Printers / Plotters, Toners, etc.) including necessary Software, Overheads and Back-stop Support.	{Lumpsum 4,26,82,000}
	Total cost in Figures	
	Total Cost in Words	

Note:

1. *It is clearly understood that the Employer shall not provide any office equipment, stationery items, consumables or software to the GC. The items such as Desktops/Laptops, Printer/Plotters, Toners including necessary software and other day-to day items shall be arranged by GC.*

2. *The plan for the procurement of Desktops/Laptops, server, Printers/Plotters and Software necessary for the functioning of GC shall be drawn up by the GC, in consultation with the Employer. The cost incurred after the approval of the plan towards acquisition of the hardware and software shall be reimbursed based on invoices from reputed suppliers.*

3. *The tentative list of hardware and software and its estimate is given in Appendix-E. Over and above this, a sum of ₹1,00,00,000/- is available for any contingency which shall be used based on the approval of the Employer.*

4. *The Client shall provide an office accommodation to the GC of about 800 sqm duly furnished. However, the cost of Utilities including water, electricity, communication (Internet & Mobile), maintenance cost etc., shall be borne by the GC.*

5. *All IT equipment (Hardware and Software) shall be purchased in the name of K-RIDE and shall be the Property of K-RIDE. The same shall be returned to K-RIDE after*

completion/termination of the Contract.

6. *The vehicles required by the GC for travel with in the project area for official purposes will be borne by the employer till such time the construction contractors are in position. The type of vehicle for each category of staff will be decided by the employer.*

7. *As far as, per diem allowance and cost of travel is concerned for any trip outside the project area (with in the country as well as outside country) shall be carried out only with the approval of the employer. The limits of expenditure for each category of Key and Non-Key experts shall be as per Appendix-B. Necessary Vouchers and travel bills for the reimbursement shall be submitted.*

FORM FIN-4
SUMMARY OF COSTS

S. No.	Description	Cost in Indian Rupees
1	**SCHEDULE-A - Breakdown of Remuneration**	
2	**SCHEDULE-B - Breakdown of Fixed Expenses**	
	TOTAL	

NOTES:

1. Payments will be made in Indian Rupees (Reference to ITB 15.1).
2. Payment for Quoted cost will be made as per ~~GCC and~~ SCC.

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