REQUEST FOR PROPOSAL
(Time Based)

IFB No: K RIDE/BSRP/08/2021 **Date:22 .09 .2021**

Name of the Work
Engagement of General Consultant for Bengaluru Suburban Railway Project (BSRP) By QCBS Method

KRIDE

Client:
General Manager/Civil/P&D,
RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Country: India Bengaluru
Issued on: 22nd September, 2021

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

(Intentionally left blank)

KRIDE

REQUEST FOR PROPOSAL (RFP)

Engagement of General Consultant for Bengaluru Suburban Railway Project (BSRP) by QCBS.

TABLE OF CONTENTS

Section	Description	Page No.
Section I	Letter of Invitation	6-7
Section II	Information to Consultants (ITC) and Data Sheet	8-43
Section III	Technical Proposal – Standard Forms	44-74
Section IV	Financial Proposal – Standard Forms	75-86
Section V	Terms of Reference	87-149
Section VI	Contract for Consultancy Services a Form of Contract b General Conditions of Contract c Particular Conditions of Contract d Appendices	150-232

K-RIDE

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED,
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall,
Rajajinagar, 1st Block, Bengaluru-560010 **E-mail: gmcivil1@kride.in**

No. K RIDE/BSRP/08/2021 Date: 22-Sep-2021

TENDER NOTIFICATION
(E-procurement)

Procurement of Engagement of General Consultant for Bengaluru Suburban Railway Project (BSRP) QCBS

1. The General Manager/Civil/P&D, Rail Infrastructure Development Company (Karnataka) Limited invites technical and financial proposals from reputed Consulting Firms for General Consultancy Services for Assistance in Bengaluru Suburban Railway Project (BSRP) .

KRIDE

RFP No.	Details of the Contract	Period of Consultancy Services
K RIDE / BSRP/08/2021	**Engagement of General Consultant for Bengaluru Suburban Railway Project (BSRP) QCBS**	4 Years Plus 12 Months O&M for the work

2. E- proc. Indent No. ***K RIDE/BSRP/08/2021, Date:22.09.2021***

3. Selection will be based on Quality & Cost Based Selection Procedure (QCBS).

4. Interested applicants may access bidding documents (RFP) from the Karnataka Public Procurement Portal of Govt. of Karnataka https://eproc.karnataka.gov.in from 26/08/2021 onwards.

5. Applicants meeting the minimum qualification criteria specified in the Letter of Invitation of RFP shall participate.

6. Pre-proposal meeting will be held on **4th Oct 2021 at 11.30.** Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before **1st Oct 2021**. The postal address and email ID shall be as follows:

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

7. Last date for submission of Technical & Financial proposals is 22 **-10-2021, 15.00 Hours**

8. Opening of Technical Bid is on **25-10-2021 at 15.00 Hours and** Financial Bid will be open on or after **11/11/2021**

9. The Technical proposal, EMD and financial proposal shall be submitted in e-format as per the instructions in the RFP document.

** Please note henceforth, any changes in the schedule will not be published through News papers and further changes will be updated only on Govt. Of Karnataka e-portal / KRIDE Website* https://eproc.karnataka.gov.in / ***https://www.kride.in***

KRIDE

Sd/-

GENERAL MANAGER P&D /CIVIL
KRIDE, BENGALURU.

SECTION 1
LETTER OF INVITATION (LOI)

KRIDE

SECTION 1. LETTER OF INVITATION

Bengaluru
Dated: 22-09-2021

To,
All Interested Consulting firms

Dear Sir,

1) The Government of Karnataka has recognized the significance of connectivity improvement as an engine of economic growth and has proposed to develop Suburban Rail Network in & around area with the objective of increased, more efficient, and sustainable movement of people through the "Bengaluru Suburban Rail Project" (BSRP).

2) The Consultant shall assist the Client to effectively implement and administer the Project focusing on both, the quality and timely implementation of various Project tasks and components for the rail corridors set out in the Terms of Reference.

3) A firm will be selected under the Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP), format as described in this RFP.

4) More details on the Services are provided in the Section 5- Terms of Reference (TOR).

5) The consulting firms meeting the minimum eligibility criteria shall only apply. (For minimum eligibility criteria please refer Section-2, Data sheet.)

6) The issue of this RFP does not imply that the Client is bound to accept any Bid that they receive, and the Client reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

7) The Client reserves the right to cancel the procurement process at any time without assigning any reasons.

8) The RFP includes the following documents:
   - Section 1 - Letter of Invitation
   - Section 2 - Information to Consultants & Data Sheet
   - Section 3 - Technical Proposal - Standard Forms
   - Section 4 - Financial Proposal - Standard Forms
   - Section 5 - Terms of Reference
   - Section 6 - Contract for Consultancy Services

Yours sincerely,
Sd/-
General Manager P&D /Civil/, KRIDE

KRIDE

SECTION – 2

INFORMATION TO CONSULTANTS (ITC)

KRIDE

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" intends to select a consultant in accordance with the method of selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for the consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 Consultant means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional and is at the Consultant's expense.

1.5 The Client will provide the inputs specified in the Data Sheet.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 The Consultant is required to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired 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.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

KRIDE

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is K-RIDE's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the K-RIDE:

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the Procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of K-RIDE and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and deprive K-RIDE of the benefits of free and open competition.

KRIDE

(b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(d) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (c).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

1.11 **EARNEST MONEY DEPOSIT:**

NO EMD is to be paid by the consultants. The Consultants are requested to submit Bid security declaration form in technical form given in the bid document.

1.12 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.

1.13 Bidding Documents can be downloaded free of cost from K RIDE website www.kride.in and Karnataka Public Procurement Portal of GoK https://eproc.karnataka.gov.in from 22*/09/2021 from 15.00 hrs*. The bids should be submitted online via Karnataka Public Procurement Portal https://eproc.karnataka.gov.in

1.14 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.

1.15 REGISTRATION:

a. Bidders are required to enroll on the e-tendering Portal (https://eproc.karnataka.gov.in) by clicking on the link "Online bidder Registration" on the Karnataka Public Procurement Portal by paying the Registration fee.

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 (one/remitted to be used) 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 should log 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 the Karnataka Public Procurement Portal.

h. For any query regarding e-procurement contact helpdesk Number **91- 8046010000 +91-8068948777, support@eprochelpdesk.com**

KRIDE

i. SEARCHING FOR PROPOSAL DOCUMENTS: Once the bidders have selected the proposals they are interested in, the bidders can pay non refundable processing fee as per the Karnataka Public Procurement Portal

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum/Corrigendum. Addendum/Corrigendum shall be uploaded in Karnataka Public Procurement Portal and will be binding on all invited consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

K-RIDE

3. PREPARATION OF PROPOSAL

3.1 The Proposal as well as all correspondence and documents relating to the Proposal shall be written in the language specified in the Data Sheet.

Technical Proposal

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

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub consultancy as appropriate.

(ii) The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) for the assignment. This estimate is indicative and the actual deployment shall be decided based on the rolling deployment schedule to be decided between the client and the successful consultant during the progress of the assignment.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relation with it.

(iv) Proposed key professional staff must have minimum experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. However, CV of one person may be submitted in more than one proposal. Refer Data sheet for further information.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3G and 3H).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

K-RIDE

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including:

(A) Breakdown of Remuneration for staff and
(B) Breakdown of fixed expenses

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. If the Client wishes to extend the validity period of the proposals, the consultant who do not agree has the right not to extend the validity of their proposals.

4. SUBMISSION AND OPENING OF PROPOSALS

4.1 The Completed technical and financial proposals must be submitted electronically on Karnataka Public Procurement portal on or before the date and time and in the manner stated in the Data Sheet.

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

4.3 The Document to be submitted in hard copy form and the time period for such submission are specified in the Data Sheet.

4.4 Proposal Opening

(i) The technical proposal will be opened in the e-procurement portal, on the date and time and address as indicated in the Data Sheet, in the presence of the consultants who wish to attend. The consultants shall submit the copy of relevant original documents at the time of opening of technical proposal.

(ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.

5. PROPOSAL EVALUATION

General

5.1 From the time the Technical Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort

K-RIDE

by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

5.3 The Client's Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, Technical evaluation criteria, sub-criteria, point system and note specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Opening and Evaluation of Financial Proposals;

5.4 After the technical evaluation is completed, the Client will reject those proposals which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference. The Client will notify the consultants that have secured the minimum qualifying mark, indicating the date and time for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

K-RIDE

5.5 The Financial Proposals shall be opened in e-portal as indicated in Data Sheet in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.6 The consultant shall submit the breakup of their financial proposal in the format given in "section-4 Financial Proposal Standard Forms" at the time of opening of financial proposals in Karnataka Public Procurement Portal and as specified in Data Sheet.

5.7 The Evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have casted all items of the corresponding Technical Proposals, if not, the client will cause them and add their cost to the initial Price), correct any computational errors.

5.8 The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on

all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the professionals named in the Proposal. Before contract negotiations, the Client will require assurances that the professionals will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

KRIDE

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT

7.1 After completing the negotiations the Letter of Award of contract will be issued to the successful Consultant. The Contract will be signed upon furnishing the Performance Security. The Client will notify other unsuccessful consultants upon signing of the Contract.

7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET
Information to Consultants

ITC Reference.	General
1.1	The name of the Client is: General Manager/Civil/P&D, Rail Infrastructure Development Company (Karnataka) Limited **Address:** #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru - 560010 Tel: 91-6364890802, 6364890828 **E-mail: gmcivil1@kride.com**
1.1.1	The method of selection is: Quality Cost Based selection (**QCBS)**
1.2	The consultants are required to submit Technical and Financial proposal separately through e-portal. Name of the assignment is: **Engagement of General Consultant for Bengaluru Suburban Railway Project (BSRP) QCBS (Time Based)**
1.3	The Assignment is Phased: YES. (Corridor 2 & 4 is in the 1st phase and 1 & 3 is in the next phase, subjected to approvals of Government of Karnataka)
1.4	A pre-proposal conference will be held. The Date, Time and venue are as below: Date: As notified in Karnataka Public Procurement Portal Time: 11.30 Hrs Venue: Office address indicated in Para 1.1 above
1.5	The client will provide the inputs as specified in ToR
1.7.2	The client envisages the need for continuity for downstream work: Yes
Additional Para 1.7.3	The 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).
Additional Para 1.8	GOK's Policy 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 defines, for the purposes of this provision, the terms set forth below as follows: (aa) "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution (bb) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender price at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition". (cc) "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 (dd) "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
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested at least a week prior to the date of pre-proposal conference. The address for requesting clarifications is indicated in Para 1.1 above
3.1	Proposals should be submitted in the following language(s): English All correspondences shall be in English language.
3.3 (iv)	The required minimum experience of the key professionals is indicated in Appendix-C of the Section-6
3.3 (v)	Failure to comply with this requirement will make the proposal Non-responsive.
3.3 (vi)	Reports to be issued by the consultants as part of this assignment must be in English

3.3 (vii)	**(a) Eligible Bidders:** A Bidder means any person or firm or company, including any member of a 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 stated here in before, 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: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder. (b) In case of Joint Venture - No. of partners: **Not more than 3** (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 joint venture where any member of the joint venture falls under any of the above. ** The **beneficial owner** for the purpose of above clause will be as under In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or in concert, 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 of their shareholding or management rights or shareholders agreements or voting agreements; c. 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

KRIDE

ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

d. 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;

e. 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;

f. 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.

3.3 vii (b) Joint Ventures:

Tendering by a joint venture of Contractors is permissible subject to following conditions:

a. If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered after award of work and shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK.

b. The joint venture must satisfy collectively the Qualification criteria. For this purpose, the following data of each member of the joint venture may be added together to meet the collective qualifying criteria:

i. Average annual turnover (sub clause 5.3E ii of Data sheet).

ii. Particular experience including key production rates. (Sub clause 5.3A & 5.3 B of Data sheet)

iii. Financial means liquid assets, (Sub clause 5.3 E(i)) assessed available Tender capacity & the audited balance sheets or other financial statements acceptable to the employer, for the last five years shall be submitted and must demonstrate current soundness of the applicant's financial position and indicates its prospective long-term profitability.

iv. Personnel capabilities (Annexure-2 of TOR): List of minimum key staff/position required during the Consultancy implementation).

v. Equipment capabilities: Not applicable.

K-RIDE

vi. Lead partner must have a minimum of 50% participation in the JV. If a bidder is a JV, it shall be registered.

c. Each partner must satisfy the following criteria individually:

i. Adequate Sources to meet financial commitments on the other contracts.

ii. Financial Soundness (Instructions to Tenderers: The intending Tenderer/firm/company shall provide the audited balance sheets or other financial statements acceptable to the employer for the last five years and must demonstrate the current soundness of the applicant's financial position and indicate its prospective long-term profitability. If deemed necessary, the employer shall have the authority to make enquiries with the applicants' bankers).

iii. Litigation History (Instructions to Tenderers: The intending Tenderer/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the last five years. The consisting history of awards against the tenderer or any partner of a joint venture may result in failure of the application).

iv. In accordance with the above, the Application shall include all related information required for individual partners in the joint venture.

v. All members of the joint venture must have experience in execution of similar work.

d. Joint venture is restricted to 3 (Three) number of partners. One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

e. All partners of the joint venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 3.3 vii(b) (d) above. To enable the above, each of the partners of the joint venture shall meet not less than 25% of the qualifying criteria specified for Average annual turnover and Line of credit / liquid assets. All members of the joint venture must have experience in execution of similar work.

f. A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the Application. Pursuant to Sub-3.3 vii(b) (c) to 3.3 vii(b) (f) above, the JVA shall include among other things: the JV's objectives; the proposed

KRIDE

	management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities. The lead partner shall enter into a Joint Venture agreement of Rs. 200.00 stamp paper in the prescribed format which shall be concluded prior to Tender and enclosed to the Tender document J.V. Partner shall not enter in to multiple J. V's with different Tenderers of the same work. The qualification of a joint venture does not necessarily qualify any of its partners to tender individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may qualify if they meet all of the qualification requirements, subject to the return approval of the employer.
	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.
Additional Para 3.3 (viii)	The estimated number of professional staff months for the assignment is indicated in Annexure-1 of the ToR. The Consultant's Proposal must include at least the minimum time-input of Key Professionals and Sub-professionals specified in Annexure-1 of the ToR. If a Proposal includes less than the required minimum time-input, the shortfall in time-input will be increased to the minimum time-input during evaluation and amount revised accordingly. Proposals that quoted higher than the required minimum of time-input will not be adjusted
3.4 (viii)	a) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. b) The proposed work plan and methodology in the Technical Proposal shall not exceed **20 pages**. For every page crossing the page limit 0.5 marks will be deducted. **Submission of Standard Forms:** (i) 3I. BID Security Declaration Form (ii) 3J. Format for Power of Attorney for authorised signatory of single entity/Joint venture members

KRIDE

	(iii) 3K. Format for Power of Attorney to Lead Member and Authorised Representative of Joint Venture (iv) 3L. Draft Memorandum of Understanding (Mou[1]) For Joint Venture Participation Between (v) 3M. Consultant's Organization and Experience (vi) 3N. Financial Data (Works Done During the Latest Five Financial Years) (vii) 3O. Financial Data for Latest 5 Years (viii) 3P. Code of Conduct Environmental, Social, Health and Safety (ESHS) (ix) 3Q. Format for Affidavit to be Submitted by Bidder Along with the Bid (x) 3R. Format for Certificate to be Submitted by Bidder long with The Bid (xi) 3S. Format for Certificate to be Submitted by Bidder along with the Bid for Sub Contracting (xii) 3T. Form of Parent Company Guarantee
3.6	In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (A) Breakdown of Remuneration for staff and (B) Breakdown of fixed expenses
3.6 (a)	The price shall include cost of all key personnel, remuneration, support staff, office expenses (including rent) , travel (reimbursable as per Appendix B of Section 6), accommodation during travel (reimbursable as per Appendix B of Section 6), 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 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).
3.8	Proposals must remain valid a period of 18**0 days** after the deadline date for submission of proposals as notified in Karnataka Public Procurement Portal.
4.1	**The para 4.1 to be read as:** Deadline date and time for submission of completed proposals is as notified in Karnataka Public Procurement Portal. The Proposal must be sent electronically through Karnataka public procurement portal - https://eproc.karnataka.gov.in The Karnataka Public Procurement Portal will not allow proposals to be uploaded after the Due date and Time for submission of proposal

K-RIDE

4.2	**The para 4.2 to be read as:** The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive
4.3	**The para 4.3 to be read as:** The Consultant must submit the following documents to the client at the address mentioned in 1.1 above on or before the due date & time of opening of Technical Proposals: a. The Original Power of attorney to sign the proposal b. Original Power of Attorney for Lead Partner (If applicable), c. Original Letter of Association by Associates (If applicable) The Consultant shall also submit **one copy** of complete set of Technical Proposal documents uploaded in Karnataka Public Procurement Portal. The evaluation will however be based on the Technical Proposal documents uploaded in Karnataka Public Procurement Portal only
4.4	**The para 4.4 to be read as:** Proposal Opening: i) The technical Proposals will be opened in the Karnataka Public Procurement Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the consultants who wish to attend. The Consultants shall submit the copy of the necessary relevant original documents at the time of opening of technical proposal. ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.
Additional Para 4.4 (a)	Time and Date of opening of Technical Proposal is as notified in Karnataka Public Procurement Portal. The address is same as indicated in Para 1.1 above The Technical Proposals will be opened in the Karnataka Public Procurement Portal, in the presence of the consultants who choose to attend. The following information will be read aloud at the opening of the Technical Proposals: a) Name of the Firm b) Whether the Hard copies of the documents have been submitted as per clause 4.3 of Data Sheet.
5.3	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given

KRIDE

to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

Stage 1: Technical Eligibility Criteria:

Minimum Eligibility Criteria:

5.3A Work Experience: The bidder will be qualified only if they have completed at least one Similar Work as defined in **5.3D** of minimum value of **₹ 94,95,79,895** 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

5.3B Work Experience: The bidder will be qualified only if they have successfully or substantially completed similar work(s) as mentioned in **5.3D** 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**" * each of value **₹ 81,39,25,624** or more.

Or

(ii) At least two **"Similar Works" *** each of value **₹ 108,52,34,165**- or more

Or

(iii) At least one **"Similar Work" *** of value **₹ 162,78,51,248** or more

NOTE: Work experience under 5.3A will also be counted towards experience under 5.3B above.

5.3C Deleted

5.3D Similar works:

"The "similar works" for this contract shall be "General Consultant/ Project Management Consultant" for Urban rail-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, assistance in Contract and tender 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 5.3B. This provision is only applicable for clause 5.3B.

	• 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 "3B. CONSULTANT'S REFERENCES" of section 3 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. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited (www.fbil.org.in) 28 days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflationis 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, 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 having different constituents, then the value of work as per their percentage participation in such JV shall be considered. To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. • 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.

	• 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 and bill wise details of payment received duly certified by Chartered Accountant, in support of above work experience certificate.
	5.3 E 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 **₹ 13.57 Cr** 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. 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 Assetsand 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 ofsubmission of bids. **The bidder shall fulfil this criterion by Lead Member/JV**
	(ii)Turnover from Consultancy Services: The tenderer must have received payments from consultancy services in Railway/Metro/Suburban Railway projects 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 valueof the tender, which amounts to **₹ 406,96,28,120** 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
	(iii) Net worth: All partners of JV or a Sole bidder should have positive net worth in the latest financial year. 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.

K-RIDE

	Notes: i) Financial data for latest last **three** audited financial years has to be submitted by the bidder in Form 3N (Financial data) & Form 3 O (Financial data for last 3 years) of section 3 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 '2' 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 non responsive. 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.**
	Explanation for Eligibility Criteria: 1. In case a work is started prior to 07 (Seven) years, ending on the last day of month previous to the one in which tender is invited, but completed **with in Seven years**, ending on the last day of month previous to theone 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 theconcerned organization but final bill is pending, such work shall be considered for fulfilment of credentials for item 5.3 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 ifthe cost of part completed work/component is more than required for fulfilment ofcredentials for Item 5.3A 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 5.3B. This provision is only applicable for clause 5.3 B. 5. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including Price Variation Clause (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

K-RIDE

	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 entityon 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, the 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 ofprevious 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 partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnershipfirm 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 the applicable succession law, the proportion of credentials of the previous partner will be passed on to the successor. 12. In case 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

KRIDE

it is without any changes 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 otherpartnership firm "AX" earned after the date of becoming a partner of the firm AB shall notbe 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 credentialsof company A also.

Stage 2: Technical Evaluation

Specific experience of consultants relevant to the Assignment: 10 Points

Criteria	Firms experience in GC Assignments	Marks
5.3 F	Cumulative fee received in consultancy assignments in the past three years in Railway/Metro/Suburban Railway projects ending last day of the month previous to the one in which tender is invited by the JV including PVC (for both completed/ substantially completed assignments. • ₹ 500 Crores and above – 10 Marks • Below ₹500 Crores proportionate score	10
	Past experience in GC assignments in Metro Rail projects in the last 10 years ending last day of the month previous to the one in which tender is invited. • Four completed projects and above each of length minimum 18 Kms – 10 Marks • Below four projects – proportionate marks	10

Technical Scoring for key personnel: K1 Category:

Sl. No	Position of Key Expert	Minimum Experience &Qualifications	Scoring
1	Project Director/ Team Leader	Graduate in Civil Engineering, with 20years of minimum experience. In Metro/Suburban Rail/ Railway projects implementation	*40*

Sl. No	Position of Key Expert	Minimum Experience &Qualifications	Scoring
2	Dy. Project Director /TeamLeader (Civil)	Graduate in Civil Engineering with 20 years of minimum experience. In Metro/Suburban Rail/ Railway projects implementation	*25*
3	Dy. Project Director/ Team Leader (System)	Graduate in Mechanical/ Electrical/ Electronic Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway	25
4	Chief Contracts Manager	Graduate in Civil Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation	*15*
5	Chief Program Expert	Graduate in Civil Engineering with 20 years of minimum experience in Metro / Suburban Rail / Railway / Highway projects implementation	*25*
6	Chief Quality Assurance Expert	Graduate in Civil Engineering with 20 years of minimum experience in Metro / Suburban Rail/ Railway/ Highway projects implementation	25
7	Chief SafetyExpert	Graduate in Civil Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway/ projects implementation. Of which 5 years should have been in Railway/Metro Railway	*25*
8	Chief Architectural Design Expert	Graduate in Architecture with 20 years of minimum experience in Metro/Suburban Rail/Railway/Building projects implementation. Of which 5 years should have been in Metro Railway experience	15
9	Chief Testing & Commissioning Expert	Graduate in Mechanical / Electrical / Electronics Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation	15
10	Chief Operation& Maintenance Expert	Graduate in Civil/electrical / Electronics Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation	15
11	Chief Geo Technical Design Expert	Graduate in Civil Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway/ Highway projects implementation	15

KRIDE

Sl. No	Position of Key Expert	Minimum Experience &Qualifications	Scoring
12	Chief Structures Design Expert – Stations & Viaduct	Graduate in Civil Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway	30
13	Chief Project Expert / System(System Integration)	Graduate in Mechanical / Electrical / Electronic Engineering with 20 years of minimumexperience in Metro/Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway	30
14	Chief Power Supply & Traction design Expert	Graduate in Electrical Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation.	20
15	Chief E&M/HVAC Expert	Graduate in Electrical/Mechanical Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation.	15
16	Chief RAMSExpert	Graduate in Mechanical/Electrical, Electronics/Computer Science / Computer Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway	15
17	Chief Track Design & Supervision Expert (Ballastless & BallastedTrack)	Graduate in CivilEngineering with 20 years of minimum experience in Metro Rail/Suburban Rail/Railway projects implementation. Of which 5 years should have been in Metro Rail projects involving Ballastless track.	20
18	Chief Signaling Design & Supervision expert (CBTC)	Graduate in Electrical & Electronics /Electronics & Communication Engineering with 20 years of minimum experience in Metro Rail / Suburban Railway / Railway projects implementation. Of which 5 years should have been in Metro Rail.	30
19	Chief TelecomDesign & Supervision Expert	Graduate in Electrical & Electronics/ Electronics & Communication Engineering with 20 years of minimum experience in Metro Rail/Suburban Railway/Railway projects implementation. Of which 5 years should have been in Metro Railway	20

K-RIDE

Sl. No	Position of Key Expert	Minimum Experience &Qualifications	Scoring
20	Chief AFC Design & SupervisionExpert	Graduate in Electrical & Electronics/ Electronics & Communication / Mechanical Engineering with 20 years of minimum experience in Metro/Suburban Rail/ Railway/ Highway projects implementation. Of which 5 years should have been in Metro Railway	15
21	Chief Rolling Stock Design &Supervision Expert	Graduate in Electrical/Mechanical Engineering with 20 years of minimum experience in Metro Rail/Suburban Railway/Railway projects implementation. Of which 5 years should have been in Metro/Suburban Railway	25
22	Chief Depot M&P Expert	Graduate in Electrical/Mechanical Engineering with 20 years of minimum experience in Metro Rail/Suburban Railway/Railway projects implementation. Of which 5 years should have been in Metro/Suburban Railway	15
23	Chief Multimodal Transport Expert	Graduate in CivilEngineering or Architecture or Urban planning with 20 years of minimum experience in Metro Rail/Suburban Railway/Railway/Highway projects implementation	15
24	Chief FinancialExpert	Charted Accountant /ICWA with 20 years of minimum experience. Of which 5 years should have been in Infrastructure sector preferably in Metro Rail.	10
	Total cumulative score for Key personnel level K1		**500**

5.3 G Scoring Methodology for Key Personnel:

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 (other than the Chief Financial Expert) should possess a Graduate Degree at least in the relevantfield. All Personnel in K1 position should have worked for at least 5 years in the same level or one level lower in Metro/Railway/Suburban Railway project(s). The maximum age, minimum experience and qualification are described in Appendix C of Section 6. The CV of Personnel not having the foregoing qualification will not be considered for evaluation. CA/ICWA is considered to be equivalent to a Post Graduate degree.

K-RIDE

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 fieldshall be as described in the Appendix C of Section-6	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 (includes CA/ICWA)	25%	
	- Graduate	15%	
b) (i)	Experience in Metro Projects implementation for positions 1,2 and 14 given in the table above 1. 5 years and above = Full marks. 2. Below 5 years proportionately For Position 3 with experience in Metro projects implementation 1. 7 years and above = Full marks. 2. Below 7 years proportionately For Position 7 with experience in Metro/Railway projects implementation 1. 7 years and above = Full marks. 2. Below 7 years proportionately	30%	
b) (ii)	Experience in Metro Project implementation for positions 9 and 10 given in the table above 1. 5 years and above = Full marks. 2. Below 5 years proportionately For Positions 16,17,18 and 20 with experience in Metro projects implementation 1. 7 years and above = Full marks. 2. Below 7 years proportionately For Positions 21 and 22 with experience in Metro/ Sub urban Railway projects implementation 1. 7 years and above = Full marks. 2. Below 7 years proportionately	45%	

K-RIDE

	b) (iii)	Experience in Metro Project implementation for position 12 given in the table above 1. 7 years and above = Full marks. 2. Below 7 years proportionately	55%	
	b) (iv)	Experience in Metro Project implementation for positions 4,5,6,11,15,23 and 24 given in the table above 1. 5 years and above = Full marks. 2. Below 5 years proportionately For Positions 8,13 and 19 given in the above table with experience in Metro projects implementation 1. 7 years and above = Full marks. 2. Below 7 years proportionately.	70%	
	c)	Experience in commissioning Railway / Metro /Suburban Project for positions 1, 2, 3, 7, 9, 10, 14, 16,17,18,20,21 and 22 1. Commissioning of **two** and above Railway / Metro /Sub urban projects – Full marks 2. Commissioning of **One** Railway/Metro/Sub urban project as–half of the above marks.	25%	
	d)	Language Proficiency in English	5%	
	e)	**Working next to and/or above Indian Railways running lines** (includes project implementation experience in doubling, quadrupling projects, execution of ROB/RUB over/under running Indian Railway Lines etc.) This experience will be applicable for key personnel at S. No. 1,2,3,7,12 and 14. (The duration of experience in this category is already included in scoring for the marks under serial b (i) and b (iii) above) 1. Experience of 5 years or more fullmarks. 2. Experience below 5 years proportionately WRT the number of years of experience	15 %	

KRIDE

5.3 H Scoring for institutional Competency:

Institutional Competency – Pool of Key Experts with relevant experience				
Position	**No. of Experts**	**Permanent Staff of the Firm**	**Maximum Scores**	**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**
Project Management Expert	3 and above 50% marks else proportionately	50% of the marks if the staff is permanent	15 Marks	
System Integration/ Interface management			10 Marks	
Quality and Safety			20 Marks	
StructuralExpert			15 Marks	
Track and Alignment			10 Marks	
ContractExpert			10 Marks	
Operation and Maintenance			10 Marks	
Architectural Expert			10 Marks	
The staff whose expertise is being taken for institutional competency scoring should have a minimum Graduate degree in Engineering in the relevant field and should have at least 20 years or more of experience in Metro / Railway /Suburban Railway/Highway Projects of which 5 years should have been in Metro Rail Projects if any individual does not possess the minimum qualifications that individual will not be considered for scoring				*The cumulative maximum score for institutional competency score is 100.*
5.3I	Project approach and proposed Methodology, work plan, mobilization and retention plan, organization and staffing and Quality assurance system/Plan. *			Max Marks 10
5.3J	Presentation on Approach and Methodology			Max Marks 10

Note:

The Bidder shall have an office in Bengaluru 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.

KRIDE

	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 presentation shall be made by the Project Director/Team Leader designate. 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, (St) of the Bidder. *The writeup on the proposed approach and methodology should be a maximum of 20 pages in Times New Roman font size 11
	Price Bid Evaluation: Price Bids of only the Bidders who score a minimum 'St' 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 'St' equal to or more than the minimum stipulated score indicating the date and time set for opening the Price Bids through the https://eproc.karnataka.gov.in 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 (Sf) of a Qualified Bidder will be calculated as: Sf = Fm/F × 100, where F = The Price of the proposal under consideration, Fm = Lowest price of all opened Price Bids. Final combined score (S)shall be calculated as: S = (St × 0.8) + (Sf × 0.2) The Combined Score of the Bidders would be calculated and the Bidder with the highest "S" will be declared as successful Bidder subject to approval by competent authority. **Technical Score (St), Financial Score (Sf) and Combined Score (S)** shall be rounded off up to two decimal places. In case more than one bidder has equal S, the one having the higher/highest 'St' will be declared successful

KRIDE

	Note: The Bidder shall have an office in Bengaluru 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 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 presentation shall be made by the Project Director/Team Leader designate. The date and time for the presentation will be intimated to the Bidders by K-RIDE. The Total marks shall be awarded after evaluation of the Technical Proposal which form the Technical Score, (St) of the Bidder.
	The Bidder shall be Disqualified if: (i) The Bidder or any of its constituents and/or sub-consultant included in the bid has been blacklisted/ banned from business dealings with all Government Departments, in the State by the Government of Karnataka or by Ministry of Railways (MOR) or by K-RIDE at any time till finalization of Proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the Proposals, for which satisfactory evidence is to be produced. (ii) Any previous contract of the bidder or any of its constituents had been terminated, for bidder's failure, of part terminated for its as a JV 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, within a period 3 (three) years before the deadline for submission of bids and up to 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 (K-RIDE)/ 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 (K-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs or competent authority of K-RIDE; or Government of India and its PSUs/ Government of Karnataka and its PSUs, have not have passed an order of non-applicability of disqualification of the bidder or any of its constituents despite such termination of the said contract (iii) 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

K-RIDE

	(Period of 2 years shall be reckoned or calculated 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 which 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. (iv) The bidder or any of its constituents: (a) has suffered bankruptcy/insolvency or (b) is in the process of winding-up or (c) has any ongoing case of insolvency before the NCLT/any Court, where Interim Resolution Professional (IRP) has been appointed or is appointed at any later stage of the insolvency process, on the deadline of submission of bids or thereafter till finalization of bids. (v) The bidder or any of its constituents are found or deemed to be ineligible by the Client, in accordance with Data Sheet. The bidder or any of 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 (vi) The bidder or any of any of 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 up to one day before the date of opening of price bids. (vii) 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 from business dealings or suspended from business dealings or having been declared poor performer
5.5	**The Financial Proposals will be opened in the Karnataka Public Procurement Portal on the date and time, as will be intimated to the consultants ahead of opening. Tentative date is on or after 11.11.2021**

K-RIDE

5.6	**The formula for determining the financial scores is the following:** [$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price, and F the price of the proposal under consideration] The weights given to the technical and Financial Proposals are: **T= 0.80 and P= 0.20**
6.1	**The address is the same as indicated in Para 1.1 above**
Additional Para 6.6	**Technical Negotiations:** The technical negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client's inputs, the Particular 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 **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. 1. In case the bidder fails to reconfirm its commitment and/or fails to replace the Key Expert(s) as indicated in clause 7.1.1 (2) and 7.1.1(3), its bid shall be disqualified and next eligible bidder in the ranking shall be invited for negotiations 2. 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. 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. 3. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 2 Information to Consultant and Data Sheet 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 2 Information to Consultant and Data Sheet 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.

K-RIDE

	4. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative. 5. 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
Additional Para 7.1.1	**Award Criteria:** 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 Clause 1.1 of the 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. Negotiations with the bidders being considered for the award of work. 2) The bidder found successful in accordance with the Section-2 – Information to Consultant and Data Sheet, 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. *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). 4) Notwithstanding the above, the substitution of Key Experts at the negotiations stage 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.

K-RIDE

	Notification of Award: The Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. 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 Bengaluru. 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**.** Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
7.2	**Expected date for commencement of consulting services is 1.12 2021.** **Signing of Contract** 1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. 2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

KRIDE

The Eligibility criteria shall be met as under:

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Lead Partner	Other Partners	
Clause 5.3 A	Must Meet Requirement	Must Meet Requirement	Must Meet Requirements proportionate to their share		3B. Consultant's References
Clause 5.3 B	Must Meet Requirement	Must Meet requirement	Must Meet not less than 50% of Criteria	Must Meet not less than 25% of Criteria	3B. Consultant's References
Clause 5.3E (i)	Must Meet Requirement	Must Meet Requirement	Must meet not less than 50% of Criteria	Must meet not less than 25% of Criteria	3 O. Financial Data for last 5 years
Clause 5.3E (ii)	Must meet Requirement	Must meet Requirement	Must Meet not less than 50`% of Criteria	Must Meet not less than 25% of Criteria	3B. Consultant's References & 3N Financial Data
Clause 5.3E (iii)	Must meet Requirement	Must meet Requirement	Must Meet Requirement	Must Meet Requirement	3O. Financial Data for last 5 years

K-RIDE

SECTION – 3

TECHNICAL PROPOSAL – STANDARD FORMS

KRIDE

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

Form No.	Description	Page No.
3A.	Technical Proposal Submission Form.	46-47
3B	Consultant's References.	48
3C	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.	49
3D.	Description of the Methodology and Work Plan for Performing the Assignment.	50
3E.	Team Composition and Task Assignments.	51
3F.	Format of Curriculum Vitae of Proposed Key Professional Staff.	52-53
3G	Time Schedule for Professional Personnel.	54
3H.	Activity (work) Schedule	55-56
3I	BID Security Declaration Form (BDF-1)	57
3J	Format For Power of Attorney for Authorised Signatory of Single Entity/Joint Venture Members	58
3K	Format for Power of Attorney to Lead Member and Authorised Representative of Joint Venture	59-60
3L	Draft Memorandum of Understanding (Mou[1])	61-64
3M	Consultant's Organization and Experience	65
3N	Financial Data	66
3O	Financial Data for Last 5 Years	67-68
3P	Code of Conduct Environmental, Social, Health and Safety (ESHS)	69
3Q	Format for Affidavit submitted by bidder along with the bid	70-71
3R	Format For Certificate to Be Submitted by Bidder Along with the Bid	72
3S	Format For Certificate to Be Submitted by Bidder Along with the Bid for Sub Contracting	73
3T	Form of Parent Company Guarantee	74

K-RIDE

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant) TO: (Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject: Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the Engagement of General Consultant for Bengaluru Suburban Railway Project βSRP) by QCBS in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal Submitting through Karnataka Public Procurement Portal.

KRIDE

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.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.

(c) We have no conflict of interest in accordance with Data sheet

(d) We meet the eligibility requirements as stated in Data sheet and we confirm our understanding of our obligation in regard to Corrupt Practices as per Data sheet.

I 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;

(e) 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.

(f) Except as stated in the Particular conditions of contract, 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 Particular conditions of contract maylead to the termination of Contract negotiations.

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

(h) We have read the various conditions to RFP Document, including Addenda if any, issued in accordance with data sheet and agree to abide by the said conditions.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

KRIDE

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

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, f 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.

3B. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff provided by your firm/entity (profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>Specific Role in the assignment such as Sole/JV Lead/JV partner/Associate or sub-consultant:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs. M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (General Manager/Civil/P&D/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

KRIDE

Consultant's Name: ___

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.

C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

KRIDE

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT
(This chapter should not exceed 20 pages)

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a. Technical Approach and Methodology
b. Work Plan
c. Organization and Staffing
d. Quality Assurance System

(a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

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

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

(d) **Quality Assurance System**

K-RIDE

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

(Please refer Form FIN-2 (Break down of remuneration)

4. Key Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4. ..			

Sl. No.	Name	Position	Task
1. 2. 3. 4. ..			

KRIDE

4. Non – Key Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4. ..			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

KRIDE

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages:

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

1. (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.

(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.

Date: _____

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

Full name of staff member: _____

Full name of authorized representative: _____

KRIDE

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

(Deployment schedule will be decided post award of tender, Hence not to be filled now)

KRIDE

3H. ACTIVITY (WORK) SCHEDULE
(**Deployment schedule will be decided post award of tender. Hence not to be filled now**)

A. Field Investigation and Study Items: **Not Applicable**

B. Completion and Submission of Reports

Sl. No	Reports: *	Programme: (Date)
1.	Review report of DPR and value addition.	The Order of Priority and the Time lines for the preparation and submission of various reports, manuals, forms and Plans will be decided jointly by successful Consultants and Client post award of the Consultancy
2	Report on Procurement Strategy and Bid process management	
3.	Proof checking Report on review of designs and Drawings	
4.	Preliminary design of All Systems	
5	Suggestions on Technology options for Systems based on domestic and International Bench marking	
6	List of Permits and clearances from Statutory/ Relevant authorities	
7	Detailed Risk Management plan including Disaster Management	
8	Project Implementation Plan including financial and Physical Phasing.	
9	Interface management and System Integration Plan	
10	Traction power flow simulation study	
11	Various Manuals and Formats contained in TOR	
12	Standard forms for all assets based on Condition monitoring / Predictive maintenance	
13	Periodic Project Control and Implementation Reports	
14	Safe working procedures for various construction methods and systems.	
15	Training (Methods, Needs, objectives etc	
16	Public relation and progress photography.	

KRIDE

17	Policy and guideline for road and traffic control.	
18	Site management plans.	
19	Software management policies and control.	
20	Train Operator's (ATP-IS Operating) Manual	
21	Train Operation Handbook	
22	SOP for Train Operator	
23	Trouble Shooting Manual	
24	Hand book on ATP Troubleshooting	
25	Preparation of Time table and operation simulation	

KRIDE

Note: The Documents required as per "Procedure for Safety Certification and Technical Clearance of Metro System" (2015) which is annexed to this RFP to be prepared by the GC.

3 I BID Security Declaration Form

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer…….…… (Name of the tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity

I, on behalf of the tenderer…….…….…. (Name of the Tenderer,) also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then ……..……(name of the tenderer) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of one year from the date default.

(Signature of the Authorised Signatory,
Official Seal)

KRIDE

3J FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY

OF SINGLE ENTITY/JOINT VENTURE 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

KRIDE

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

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.

3K FORMAT FOR POWER OF ATTORNEY TO

LEAD MEMBER AND AUTHORISED REPRESENTATIVE OF JOINT VENTURE

(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 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 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, all acts, deeds and things as may be necessary in connection with the Joint Venture/ 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, as the Lead Member of the Joint Venture and designate Mr/Ms._____Bein .....authorized representative of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture 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/

JV 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.

e 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.

Dated this the …… Day of …….. 20..…….

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

Witness1	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

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

KRIDE

3L DRAFT MEMORANDUM OF UNDERSTANDING (MOU[1])
For JOINT VENTURE PARTICIPATION BETWEEN

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

KRIDE

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 for all intents and purpose and shall represent the Joint

Venture 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 members is as under:-

(a) Lead Member share ..% ;
Responsibilities of Key Activities
i) ……
ii) ……
iii) ……

(a) Joint Venture Member Name…….and share% ;
Responsibilities of Key Activities
i) ……
ii) ……
iii) ……

(b) Joint Venture Member Name……and share %
Responsibilities of Key Activities
i) …….
ii) …….
iii) …….

(c) Joint Venture Member Name…….and share % ;
Responsibilities of Key Activities
i) …….
ii) …….
iii) …….

(d) Joint Venture Member Name……and share % ;
Responsibilities of Key Activities
i) ……..
ii) ……..
iii) ..……

(e) Joint Venture Member Name……and share % ;
Responsibilities of Key Activities
i) ……..
ii) ……..
iii) ..……

KRIDE

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.

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 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.

K-RIDE

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.

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 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 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. **Authority of member in charge**: In case the Consultant is a Joint Venture, the

17. members hereby authorize to act on their behalf in exercising all the Consultant's rights and obligations towards the Client. The name of the JV member (Lead member on behalf of the JV) [whose Name and address to be inserted here]

18. **NOTICES BETWEEN JV MEMBERS**.

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

KRIDE

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

3M CONSULTANT'S ORGANIZATION AND EXPERIENCE

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.

KRIDE

B – Consultant's Experience

1. List only previous similar assignments successfully completed in the last 10 (Ten)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.

3N FINANCIAL DATA

(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS) NAME OF THE TENDERER (CONSTITUENT MEMBER IN CASE OF JV):
(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.

(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.

(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

KRIDE

4 O FINANCIAL DATA FOR 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					

KRIDE

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.

(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 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.

KRIDE

4 P. 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.**

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

KRIDE

4 Q. 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 businessdealings 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 partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. During theperiod of last 3 years before the deadline for submission of bids.

*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) 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 andthe 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.

KRIDE

(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 Data sheet.

** 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

3R. 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_____,

For- _____

Authorized Signatory Signature ____ Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

KRIDE

3S 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 B

KRIDE

3T. Form of Parent Company Guarantee

(To be completed on the letter head of parent company, wherever applicable)

Date:

Ref: IFB No._____ Date:

for {Insert name of work/Service}

To:

{Insert the name and full address of the Client/Employer}.

As a holding company of { Insert Sole bidder/JV partner company name} Having its office at: and with reference to the accompanying bid for the subject tender , We, as { Insert bidders Parent company name} Parent company of {Insert bidders local company name}, do here by provide the following unconditional and irrevocable under taking to { Insert the name of the client/Employer}, that on the condition that the employer enters into a contract for the subject { works/Services} with the bidder and in consideration of the same we as a parent of hereby undertakes as under:

1. That the Bidder shall perform all of its obligations contained in the said Bid.

2. If the bidder shall in any respect be determined by employer to have failed to perform the said obligations in the said bid or commits any breach thereof, we shall, on simple demand from the employer, ourselves promptly perform or take whatever steps may be necessary to achieve performance of the obligations of the bidder under the said bid and shall indemnify and keep indemnified the employer against any loss, damages, cost and expenses, howsoever arising from the said failure or breach of the bidder as determined by the employer, as if we were the original obligor.

3. We as a parent of {insert the name of sole bidder/JV Partner partner} further undertake to provide the required 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.

4. We shall not be discharged or released from our undertaking hereunder by any waiver or forbearance by the employer whether as to payment, time for performance or otherwise.

5. This Guarantee shall be governed by and construed in accordance with the laws of India

Yours faithfully,
Signed by:_____
Date: _____
For and on behalf of:
{Name of sole bidder/JV partner}

SECTION – 4

FINANCIAL PROPOSAL – STANDARD FORMS

KRIDE

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

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

4A. Financial Proposal Submission Form.

4B. Summary of Costs.

4C. Breakdown of Costs.

KRIDE

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Address) TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Consultants' Services for ----------

---------- Financial Proposal.

We, the undersigned, offer to provide the consulting services for the above assignment in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is for the amount of..... [*Amount in words and figures*].

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

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

KRIDE

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

Sl. No.	Description*	Amount (Rupees)
I	Remuneration for Key and Non-Key professional staff Excluding GST	₹ 189,90,87,943
II	GC's Office Accommodation Including Cost of interiors duly furnished (Approximate 5000 Sq. ft.) Excluding GST	₹ 2,70,00,000
III	Miscellaneous Expenses Including cost of electricity, water charges, internet, mobile, housekeeping and security Excluding GST	₹ 1,56,69,000
IV	Duty Travel to Site Excluding GST	₹ 16,83,30,000
V	Stationeries Consumable (Cartridge & Papers) Excluding GST	₹ 51,98,200
VI	Software Cost excluding GST	₹12,95,89,783
VI	Hardware Cost	₹1,93,50,000
VII	Travel and Accommodation Expenditure	₹3,50,00,000
	TOTAL	₹ 229,92,24,926
	GST @ 18%	₹ 41,38,60,487
	GRAND TOTAL INCLUDING GST	₹ 271,30,85,413

Note:

1. Consultant should quote a lumpsum value against Grand total including GST ₹ (----------) in Financial Bid only (Not in Technical Bid).
2. *KRIDE will calculate percentage higher/at par/lower and payment will be made for Remuneration and fixed expenses over the basic rate given in Fin Form-2 & 3.* Payments will be made in Indian Rupees as per GCC and PCC.
3. Duty Travel to site is Reimbursable subjected to ceiling as mentioned in Item-IV (As quoted by consultant).
4. Items " II to V" (please also refer form fin-3 of Schedule Brake down of fixed expenses) are reimbursables subject to the ceiling amount mentioned above(as quoted by Consultant) with an escalation of 5% per Anum on compounding basis after expiry of one year of effective ness of Contract. These will be paid by 10th of every month subject to submission of vouchers to KRIDE office.
5. The mode of calculation for items "II to V" above is as follows.

Fox Example: If the Calculated percentage over the Grand total value is 10% higher

Then Item" IV" duty travel to site will be subject to the ceiling calculated as follows:

- Ceiling Amount per month for first year (16,83,30,000 x1.18 x 1.10)/60 = ₹ 36,41, 539/-.Subject to the submission of vouchers to KRIDE office.
- Ceiling Amount per month for second year (36,41,539 x1.05) = ₹ 38,23, 616/-.Subject to the submission of vouchers to KRIDE office.

Fox Example: If the Calculated percentage over the Grand total value is 10% higher

Then Item" I" Remuneration for team leader will be calculated as follows:

- Amount per month for first year (9,96,250 x 1.10) = ₹ 10,95,875/-.
- Amount per month for second year 1095875 x 1.05) = ₹ 11,50,669/-.

4C. BREAKDOWN OF COSTS (Rs)

I - REMUNERATION FOR STAFF

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.

The preparation of the Financial Proposal shall be according to the instructions provided in relevant sections.

Financial Proposal Standard Forms are as follows:

SCHEDULE-A - Breakdown of Remuneration Form FIN-2
SCHEDULE-B - Breakdown of Fixed Expenses Form FIN-3

KRIDE

FORM FIN-2
SCHEDULE-A BREAKDOWN OF REMUNERATION

Bidders/Consultant to fill in the name of the personnel in Column 2

Sl. No.	Name	Position (as inAnnexure -2)	No. of Experts	Time Inputin Man Month	Basic Rate Per Person Per Month Remuneration in ₹	Total Amount in ₹
1	2	3	4	5	6	7 (= 4 x 5 x 6)
	Key Experts (K1* Category)					
1	Name to be Indicated	Project Director/TeamLeader	1	48	9,96,250	4,78,20,000
2	Name to be Indicated	Dy. Project Director /Team Leader (Civil)	1	48	8,06,525	3,87,13,200
3	Name to be Indicated	Dy. Project Director / Team Leader (System)	1	48	8,06,525	3,87,13,200
4	Name to be Indicated	Chief Contracts Manager	1	60	6,20,415	3,72,24,900
5	Name to be Indicated	Chief Program Expert	1	48	6,08,690	2,92,17,120
6	Name to be Indicated	Chief Quality Assurance Expert	1	48	6,33,690	3,04,17,120
7	Name to be Indicated	Chief Safety Expert	1	48	6,31,933	3,03,32,784
8	Name to be Indicated	Chief Architectural Design Expert	1	24	6,26,933	1,50,46,392
9	Name to be Indicated	Chief Testing & Commissioning Expert	1	18	6,56,935	1,18,24,830
10	Name to be Indicated	Chief Operation & Maintenance Expert	1	24	6,56,935	1,57,66,440
11	Name to be Indicated	Chief Geo TechnicalDesign Expert	1	24	6,56,935	1,57,66,440
12	Name to be Indicated	Chief Structures Design Expert – Stations & Viaduct	1	30	6,29,655	1,88,89,650
13	Name to be Indicated	Chief Project Expert/System (System Integration)	1	48	6,09,543	2,92,58,064
14	Name to be Indicated	Chief Power Supply & Traction Design Expert	1	42	6,09,543	2,56,00,806
15	Name to be Indicated	Chief E&M Expert	1	42	6,09,543	2,56,00,806
16	Name to be Indicated	Chief RAMS Expert	1	18	6,09,543	1,09,71,774

KRIDE

Sl. No.	Name	Position (as inAnnexure -2)	No. of Experts	Time Inputin Man Month	Basic Rate Per Person Per Month Remuneration in ₹	Total Amount in ₹
1	2	3	4	5	6	7 (= 4 x 5 x 6)
17	Name to be Indicated	Chief Track Design & Supervision Expert (Ballastless & BallastedTrack)	1	30	6,22,818	1,86,84,540
18	Name to be Indicated	Chief Signaling Design & Supervision Expert (CBTC)	1	30	6,22,818	1,86,84,540
19	Name to be Indicated	Chief Telecom Design & Supervision Expert	1	27	5,95,415	1,60,76,205
20	Name to be Indicated	Chief AFC Design & Supervision Expert	1	24	6,08,690	1,46,08,560
21	Name to be Indicated	Chief Rolling Stock Design & Supervision Expert	1	27	6,13,673	1,65,69,171
22	Name to be Indicated	Chief Depot M&P Expert	1	16	5,99,448	95,91,168
23	Name to be Indicated	Chief Multimodal Transport Expert	1	18	5,98,673	1,07,76,114
24	Name to be Indicated	Chief Financial Expert	1	48	5,98,673	2,87,36,304
Key Experts (K2* Category)						
25		Sr. Contracts Expert (Civil)	1	60	5,08,705	3,05,22,300
26		Sr. Contracts Expert (System)	1	60	5,31,455	3,18,87,300
27		Sr. Program Scheduler	1	48	5,31,455	2,55,09,840
28		Sr.QA/QC Expert (Civil)	1	36	5,07,455	1,82,68,380
29		Sr.QA/QC Expert (Civil)	1	36	5,07,455	1,82,68,380
30		Sr.QA/QC Expert (Systems)	1	36	5,06,533	1,82,35,188
31		Sr. Quantity Survey Engineer	1	45	5,06,533	2,27,93,985
32		Sr. Quantity Survey Engineer	1	45	5,06,533	2,27,93,985
33		Sr. Safety Expert (Civil)	1	36	5,10,260	1,83,69,360
34		Sr. Safety Expert (System)	1	30	5,11,510	1,53,45,300
35		Sr. Environment Expert	1	45	4,58,955	2,06,52,975
36		Sr. Station Design Architect	1	24	4,58,955	1,10,14,920
37		Sr. Depot Civil Design Expert	1	24	4,67,653	1,12,23,672
38		Sr. BIM Expert	1	60	5,59,705	3,35,82,300

K-RIDE

Sl. No.	Name	Position (as inAnnexure -2)	No. of Experts	Time Inputin Man Month	Basic Rate Per Person Per Month Remuneration in ₹	Total Amount in ₹
1	2	3	4	5	6	7 (= 4 x 5 x 6)
39		Sr. Testing & Commissioning Expert	1	18	4,67,653	84,17,754
40		Sr. O&M Expert (Systems and Rolling Stock)	1	24	5,17,403	1,24,17,672
41		Sr. Geotechnical Design Engineer	1	30	5,08,705	1,52,61,150
42		Sr. Structural Design Engineer – Stations & Viaduct	1	30	5,17,403	1,55,22,090
43		Sr. Structural Design Engineer – Stations & Viaduct	1	30	5,17,403	1,55,22,090
44		Sr. VAC Expert	1	24	5,17,403	1,24,17,672
45		Sr. System Integration Engineer	1	48	4,78,523	2,29,69,104
46		Sr. Power Supply Design Engineer	1	18	4,67,653	84,17,754
47		Sr. Traction Design Engineer	1	18	4,67,653	84.17,754
48		Sr. Expert for traction simulation and load flow analysis.	1	12	4,67,653	56,11,836
49		Sr. Expert for Earthing bonding, EMI/EMC studies	1	12	4,67,653	56,11,836
50		Sr. RAMS Engineer	1	18	4,67,653	84.17,754
51		Sr. Track Design & Supervision Engineer	1	36	4,58,955	1,65,22,380
52		Sr. Signaling Design & Supervision Engineer (CBTC)	1	36	4,67,653	1,68,35,508
53		Sr. Telecom Design & Supervision Engineer	1	36	4,56,783	1,64,44,188
54		Sr. AFC Design & Supervision Engineer	1	36	4,67,653	1,68,35,508
55		Sr. Rolling Stock Design& Supervision Engineer (Electrical)	1	18	5,27,653	94,97,754

KRIDE

Sl. No.	Name	Position (as inAnnexure -2)	No. of Experts	Time Inputin Man Month	Basic Rate Per Person Per Month Remuneration in ₹	Total Amount in ₹
1	2	3	4	5	6	7 (= 4 x 5 x 6)
56		Sr. Rolling Stock Design& Supervision Engineer (Mechanical)	1	18	5,27,653	94,97,754
57		Sr. Depot Engineer (M&P)	1	12	5,07,153	60,85,836
58		Sr. Social and R&R Expert	1	24	4,58,955	1,10,14,920
59		Sr. Utility Engineer	1	48	4,58,955	2,20,29,840
60		Sr. Traffic Engineer	1	30	4,58,955	1,37,68,650
61		Sr. Alignment Engineer	1	18	4,58,955	82,61,190
62		Sr. E&M Expert	1	36	4,58,955	1,65,22,380
63		Sr. Accounts Expert	1	48	4,58,955	2,20,29,840
64		Sr. Financial Adviser	1	48	4,58,955	2,20,29,840
65		Non-Key Experts (K3 Category)	18	687	3,88,280.74	26,67,48,870
66		Non-Key Experts (K4 Category)	60	2280	2,80,908.03	64,04,70,318
67		Non-Key Experts (K5 Category)	15	630	147001.93	9,26,11,218
68		Support Staff (K6 A)	15	780	41194.62	3,21,31,800
69		Support Staff (K6 B)	05	300	30745	92,23,500

KRIDE

Estimated Remuneration with GST Amount in Figures ₹ 224,40,92,773/-

Amount in Words Two Hundred Twenty Four Crores Fourty Lakhs Ninty Two Thousand Seven Hundred Seventy Three Only.

NOTE:

1. The quoted rates/prices shall be inclusive of all duties, taxes, with holding 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 64 are level K2. The minimum qualifications and experience for Level K1 and K2 are given in the Appendix – C of Section 6. The minimum qualification and experience for Level K3 to K6 are given in the Appendix-C of Section 6.

4. Names of Key experts of K1 categories only to be indicated in the second column i.e., Sl. No. 1 to 24. Names of other staff need not be indicated.

KRIDE

FORM FIN-3
SCHEDULE-B - BREAKDOWN OF FIXED EXPENSES

S. No	Type of expenses	Unit	Qty.	Basic Rate (₹)	Amount (₹)	Including GST Amount (₹)
1	GC's Office Accommodation Including cost of interiors duly furnished and other services etc. (Refer Note No. 2) (approximate 5000 Sft)	Per Month	60	₹ 4,50,000	₹ 2,70,00,000	₹ 3,18,60,000
2	Miscellaneous Expenses Including cost of electricity, water charges, internet, mobile, housekeeping and security	Per Month	60	₹ 2,61,150	₹ 1,56,69,000	₹ 1,84,89,420
3	Duty Travel to Site	Per month	60	₹ 28,05,500	₹ 16,83,30,000	₹ 19,86,29,400
4	Stationeries Consumable (Cartridge & Papers)	Per Month	60	₹ 86,636.67	₹ 51,98,200	₹ 61,33,876
5	Software	-			₹12,95,89,783	₹15,29,15,944
6	Hardware	-			₹1,93,50,000	₹2,28,33,000
7	Travel and Accommodation expenditure	-			₹3,50,00,000	₹4,13,00,000

KRIDE

Note:

1 A sum of ₹17,57,48,944/- is provided for the Hardware and Software and associated expenses, as per the tentative list given in Appendix D. 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. As far as the PMIS software is concerned, the GC shall install the software approved by the employer. The payment for this software shall be in stages that will be decided in consultation between the GC, Employer and the software vendor.

2 The successful Bidder shall establish its Office/Branch Office with full Composition of Staff along with the Team Leader at Bengaluru if it does not have at present. The Cost and expenses for setting up the Office(s) will be deemed to have included in the price and no separate/extra/additional payment will be made on this cost. This office shall be within a radius of 2 kms of the K-RIDE office as indicated in para 1.1 of Data Sheet of Section2.

3. 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.

4. 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-E of Section 6. Necessary Vouchers and travel bills for the reimbursement shall be submitted.

5. Miscellaneous expenditure of office other than rent shall include expenditure such as cost of utilities (including but not limited to water, electricity, communication, internet, mobile, landline etc.) maintenance cost such as electrical, plumbing work etc., meeting expenditure, pantry expenses etc.

KRIDE

SECTION - 5

TERMS OF REFERENCE (TOR)

K-RIDE

SECTION 5.
TERMS OF REFERENCE (TOR)

1.0 Project Background:
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.

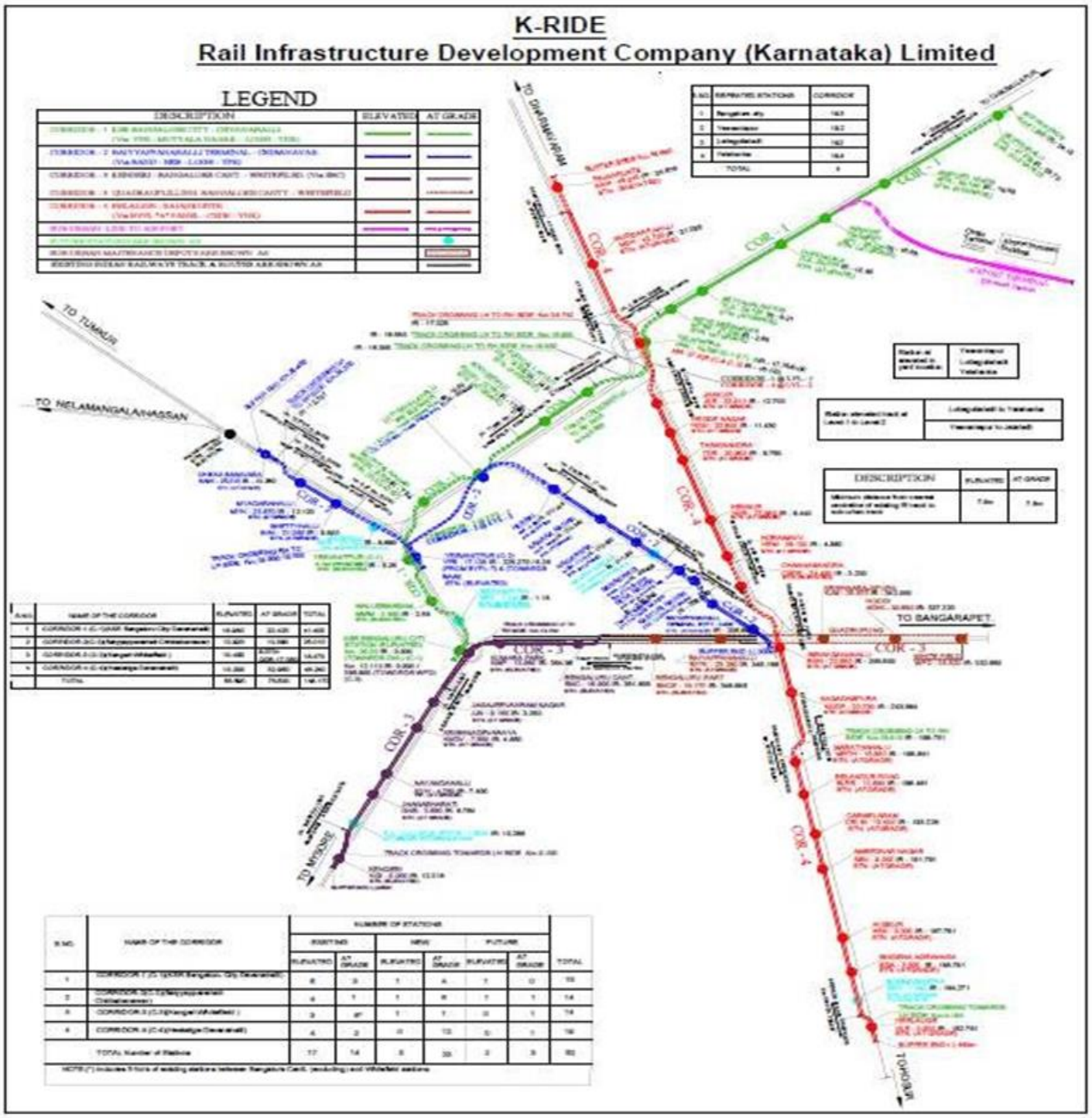
<u>Project Highlights:</u>

- BSRP is a flagship project being helmed by K-RIDE, A joint venture 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


K-RIDE
Rail Infrastructure Development Company (Karnataka) Limited
LEGEND
TO TUMKUR
TO NELAMANGALA/HASSAN
TO SANGARAPET
TO MYSORE
TO HOSUR
COR - 1
COR - 2
COR - 3
COR - 4

2.0 Objective:

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 of contractors and 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 borne 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/Vendors / 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. The cost of Third party for review/ certification will be borne by KRIDE. However technical inputs necessary for this review will have to be given by GC

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), & SCADA, Automatic Fare Collection (AFC), Operation Control Centre (OCC), Rolling Stock, Depot Control Centre (DCC) 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) Procure, install and implement of project management, Improvement system as per clause 3.13 of this section.

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 any 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.

KRIDE

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

3.0 Detailed Scope of Service:

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, signalling 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.

KRIDE

d) Review, update, implement, 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 implementation of Software for progress review and 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, station buildings, depot OCC, DCC etc.). Electrical, Rolling stock & OHE (SCADA, OCS, TPS) and Signaling & Train Control, Communication, AFC, Design criteria and System Integration.

   a) Standards and Specifications
   b) Technology and Best Practices
   c) Layouts / Drawings
   d) Reports
   e) Constructability
   f) Integration among various agencies IR/ BMRCL/road networks
   g) Interface Management and Project timelines
   h) Cost Estimate and Controls
   i) Financial and physical phasing
   j) Operation and Maintenance planning, etc.
   k) 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 together with KRIDE shall constitute a steering committee consisting of MD/CEO of all JV partners, Project Director/Team leader and nominees of KRIDE. This steering committee will meet every quarter in order to deal with the review of working of GC, the performance of project director, disputes etc. 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.

KRIDE

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.

K-RIDE

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 /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.)

KRIDE

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) Particular Conditions of Contract (PCC)
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) 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)
   iii. Particular Specifications (PS) (wherever required)
   iv. 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.

KRIDE

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. 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/EPC documents/BOQ and

estimated cost for the various tender packages. For EPC tenders the same shall be prepared by the EPC contractor 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 / 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 working group that may be set up by Employer.

K-RIDE

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.

KRIDE

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 of Contractors/Vendors/ other consultants 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/Vendor/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.

KRIDE

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.

K-RIDE

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.

K-RIDE

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

KRIDE

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.

KRIDE

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 line 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 and automatic fare collection 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.

KRIDE

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 his 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 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.

KRIDE

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 Railway
xxiv. Human Resource Policy
xxv. Code of Conduct
xxvi. Stakeholder Engagement and GRM Policy

KRIDE

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, GOK, and "FUNDING AGENCY".

K-RIDE

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.

K-RIDE

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,

KRIDE

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, 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. Deleted

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, Vendors, 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. To coordinate and liaise with statutory authorities to obtain clearances and permits for the project.
xiii. To prepare the quarterly safeguards monitoring reports for submission to the funding institutions like "FUNDING AGENCY"
xiv. To examine and approve proposals on additional environmental mitigation measures and monitoring activities prepared by FMTs.
xv. To recommend acceptance or rejection of any part or parts of the completed works to Employer
xvi. To evaluate claims from the Contractors for extension of time, extra work payment, etc. and submit recommendation to Employer.
xvii. 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.
xviii. To negotiate with contractors and recommend to Employer on contract variations, if any
xix. 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.
xx. To prepare integrated periodical reports and submit to Employer.
xxi. To participate in the final construction inspection and prepare check list for defective items.
xxii. To integrate as-built drawings prepared by the Contractors and submit to Employer.

xxiii. To help establish a suitable grievance redress as 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.

KRIDE

xxiv. To develop appropriate information materials and inform project affected people and communities about the
GRM and where and how grievances can be submitted;
xxv. To help draft responses for consideration by the GRC; ensure that the complainants receive the Feedback/Response within the specified response time;
xxvi. To maintain a complete record/ data base of received grievances and the responses; and prepare monthly reports on GRM (Grievance Redressal mechanisms) implementation.
xxvii. To help implement the Stakeholder Plan.
xxviii. 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.
xxix. 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 relevant 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.

K-RIDE

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 defective 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.

KRIDE

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

KRIDE

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 Deploy a project control and Information Management System software. Please refer to Annexure-3...

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 use Project control and Information Management System to manage Documents and to ensure that all drawings/ critical documents related to the construction phase are well documented and archived. GC to advice 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.

KRIDE

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.

4.0 25 KV AC Traction System including Substations, Power Supply and SCADA:

SCOPE OF WORK

4.1.1 The scope of work for GC under this contract includes the following, but not limited to:

a) GC shall carry out the studies, and calculate the capacity of Traction Transformers & Auxiliary Power transformers, and associated other equipment. On the recommendations of GC and based on the results of Simulation Study, optimization of sizing shall be finalized in consultation with of KRIDE

Preparation of drawings, calculations, equipment proposals etc. and submit their comments to

KRIDE, along with suggestions for acceptable design. Receiving Substation (RSS) wherever mentioned includes.

- Receiving Substation (RSS) at 220 kV or 132kV or 110 kV or 66kV level,
- Traction Substation at 25kV level, &
- Auxiliary main substation at 33kV or 11KV /415V level

b) The GC shall also carry out the Traction Simulation Sizing Study to determine the catenary voltage, catenary current, ambient temperature, rail voltage, Contact wire temperature, equipment sizing, short circuit current, traction transformer rating etc taking indicative but not exhaustive parameters in consideration, optimization of sizing, the extended feed conditions in consideration, Regenerative braking, Percentage wear of contact wire, Ambient Temperature, Headway as per DPR or as directed by Engineer In-charge.

KRIDE

c) Equipment Sizing report should cover indicative but not exhaustive topics "No. of ASS, Design criteria, Cable Sizing, Protection Scheme etc.

d) EMI/EMC study should cover following indicative but not exhaustive topics: LIMIT for EMI/EMC against danger, simulation, Interference calculations on utility lines, possible solutions for mitigation

e) Power Supply Arrangement Report should cover indicative but not exhaustive topics: Traction Overhead Equipment, Power consumption of TSS, Voltage at Pantograph, Optimization, Emergency Power Supply System etc.

4.1.2 Report on Power Supply arrangement

This would involve working out power requirement (both traction & auxiliary) for above Corridors. The power required for property development is also be worked out based on inputs by KRIDE.

The scope of work under this task would involve.

1. General Consultant will submit detailed feasibility cum techno economic studies for: -

    i. Without 25 kV BT/RC (OHE & PSI)
    ii. With 25 kV BT/RC (OHE & PSI)

2. GC to submit the detailed comparative study report for all the above 2 options and submit its recommendations for the best option, with drawings based on which KRIDE may decide the system to be followed for OHE and PowerSupply.

3. General Consultant will submit detailed feasibility cum techno economic comparative studies for:
    i. Ring main network of 11 KV auxiliary power supply by grouping 2 to 3 as per the proposed station alignment by utilizing existing power supply of BESCOM/KPTCL sources.
    ii. Ring main network of 33 KV auxiliary power supply from the RSS
    iii. The above comparison should be based on result of simulation studies, cost analysis and reliability.

4. GC to submit the detailed comparative study report for all the above options and submit its recommendations for the best option, with drawings based on which KRIDE may decide the system to be followed for OHE and Auxiliary Power Supply.

4.1.2.1 Optimization study, which will include prescribing of the power supply arrangements for all Corridors under normal, emergency conditions and voltage drop at farthest end in each case respectively. This study will take into account emergency conditions arising due to failure of one or more power sources, transmission network and/or power supply equipment. The overall reliability of the power supply system, under various conditions, shall be analysed and indicated in the Report. The study would cover composite power supply arrangement detailing as a minimum the various power receiving point of employer, corresponding power supply points of power supply authority, method of extending supply from substation of power supply authority to substation, extent of internal 11/ 33kV network (or some other voltage) of the Employer including sectioning arrangements, cable cross sections, other technical details & location of various traction substation & auxiliary main substations.

- While making the power supply study, the requirements shall be taking into account as under:

- **Power for traction**

This will be worked out by GC by the Simulation Study Software complying with EN-50641. This will take into consideration of regenerative braking.

Simulation Studies and EMC studies shall be explained to KRIDE Engineers in details. The GC shall provide one week training for the design under the scope of this tender.

- **Power for auxiliaries at stations, depots and along the line**

This will be worked out by the GC based on station E&M design and inputs from Employer

- **Power for property development**

This will be worked out by GC based on inputs given by Employer. The PD work will be in the footprint of station building or in the vicinity of the structure

The GC shall also carry out the Traction Simulation Sizing Study to determine the catenary voltage, catenary current, rail voltage, Contact wire temperature, **equipment sizing** etc. **taking into consideration the extended feed conditions.**

The GC shall carry out Integrated system study, Optimization study, Interconnection study, traction power requirement and sizing study etc (as mentioned above), keeping location of various RSSs into consideration and decide the feeding points.

4.1.3 Study as per standards for limiting the induction effect to the adjoining telecommunication circuits residential and commercial areas and recommend the design, requirement, capacity and spacing for the Booster Transformers (BT) (if required), and arrangement of return conductor and its connection to traction rails and current flow back to substation. Study shall also indicate the stretches where EMC/EMI can be controlled by using return conductor only without any Booster Transformer and using Telecommunication screened cable etc.

Alternative modes of mitigation shall be suggested.

Full and complete explanation will be submitted by GC along with the results of EMC study.

4.1.4 Make available their service as and when required during the construction contract available to modify existing designs of drawings as necessary to incorporate site conditions and unforeseen conditions, to attend meetings connected with work whenever and wherever required.

The GC will be required to make their services available to make additional details available, modify drawing and issue clarifications whenever required during the construction phase. This would involve attending meeting at design/KRIDE office whenever required. The GC would assist the Employer in approving the as built drawing prepared by the construction contractor.

4.1.5 The power cable layout and its design shall be audited for its compliance of IEEE 575 and other relevant standards, deficiency if any shall be pointed out in contractor's proposal before the time of execution.

5.0 Obligations of the General Consultant

5.1 The GC shall at all times exercise all reasonable skill, care and diligence, in thedischarge of this 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 bythe project. Such records shall be made available at all times to the Employer forinspection. Mere acceptance by Employer shall not relieve the GC of their professionalobligations 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.

K-RIDE

6.0 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 work load by Contractors, vendors, Consultants and other interdependent agencies as per the requirements of the Project. The Consultant shall submit the Rolling Deployment Schedule for the correspondingquarter 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 daysof 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 asto 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 of Section-6.

7.0 Rolling Stock:

1) Submission of Design Basis Report

2) Estimation of in-house cost of R.S maintenance (Public sector Comparative Cost).

3) Risk Analysis of operation & maintenance etc.,
   a) Pre operation period
   b) Operation period
   c) K.P.I Risk
   d) Electricity Risk
   e) Extended pre operation Risk
   f) O&M cost over run Risk
   g) Inflation Risk.

KRIDE

4) Financial viability Analysis & base cost for outsourcing O&M activity.

5) Advisory for TC member for P.P.P model for outsourcing O&M activity & purchase of R.S on lease basis.

i. Pre tendering:

- Comparing various Technology & base cost of R.S.
- Recommending Best possible combination of R.S & assisting in Qualifying. the contractor during R.F.Q stage.

ii. Tendering:

- Advisory body for TC member.

iii. Post Tendering:

Interface between

1. R.S & electrical contractor
2. R.S & S&T Contractor
3. R.S & Tele Communication Contractor
4. R.S & Civil Contractor.

- Assist in Approval of Rolling stock by competent authority.

6) Sensitivity Analysis.

7) Optimizing Depot facility

8) Designing Disaster management procedure.

   a. Natural Disaster
   b. Preparedness & Preventive actions against Terrorist attack
   c. Detrainment of Passengers between stations.
   d. Passenger Evacuation from Station and viaduct.
   e. Drill for use of Rescue & Relief Train.
   f. Communication Failure (TETRA)
   g. Failure of OHE Supply.
   h. Rail Fracture (leading to TC Failure)
   i. Point Failure
   j. Single line working
   k. Lifts & Escalators Failure
   l. Rescue of Disabled Train
   m. Fire drill

KRIDE

9) GC to prepare and cross check the above data with transaction advisor if any. (If GC and Transaction advisor is same , GC should appoint third party for cross verification.

10) Prescribing minimum qualification, Training schedule & competency procedure for staff dealing & with train operation & member.

11) Station Working order.

12) Standard operating procedure for depot.

13) Standard operating procedure for OCC & DCC.

14) Standard operating procedure for station staff & Train operator.

15) Procedure for availing power, Engineering block.

16) Draft maintenance manual preparation, in coordination with contractor of RS, Track, signal & telecommunication.

17) Any other incidental work with respect to R.S & R.S O&M.

8.0 Schedule For Completion of Tasks:

Activities and contract period

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 & aboveprovisions 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 acquisitionprocess 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 asper Clause 3.13 of Section 5: Terms of Reference	As per approved Project Schedule
5.	**Activities related to Procurement**	
a.	Development of procurement strategy, procurementschedule as per Clause 3.3 (A) of Section 5: Terms of Reference	D*+3
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 as per approved procurement schedule
c.	Bid process management including assistance in selection of contractors, suppliers, vendors, 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 approvedprocurement schedule

K-RIDE

Sl. No.	Activities	Completion time in Months
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
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% offixed 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 ofthe activity.

8.1 Contract Period - Estimated time of completion of this General ConsultancyServices 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 thenext 1 year (during O&M phase support period) a thin organization of GC shall berequired covering all the aspects with respect to Civil, Electrical and S&T with bare minimum personnel.

8.2 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

Complexities and Detailed Project Report (DPR)

Complexities of the Project:

The alignment of the proposed corridor is parallel to existing running Indian Railwayline 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 gradesection and the centre line of proposed pier from the nearest running IR track is at8.50m on elevated portion at most locations. There are many crossings over the IRtracks, Metro, Roads and Road Over Bridges. Most of the alignment passes throughthe urban areas on one side, running track on the other side. There are challengesof 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.

K-RIDE

8.3 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.

8.4 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 timeline.

8.5 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), Depot Control Centre (DCC), Rolling Stock, Passenger amenities , Platform Screen Door (PSD) etc. for the BSRP.

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.

9 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, legaland/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 labour influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behaviour and crime, and maintaining a safe environment etc.

A satisfactory code of conduct will contain obligations on all Consultant's Expertsthat are suitable to address the following issues, as a minimum. Additionalobligations 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.

K-RIDE

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 localcommunity (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, onthe 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, includingto their culture and traditions)

6. Sexual harassment (for example to prohibit use of language or behaviour, 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 prohibitionof the exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading behaviour, exploitative behaviour or abuse of power)
- Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behaviour towards children, limiting interactions withchildren, 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 andsocial norms)

K-RIDE

10 PROCEDURE FOR REVIEW & FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

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.

10.1 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, design control etc.

K-RIDE

10.2 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.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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

KRIDE

10.8 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.

10.9 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.

10.10 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".

10.11 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.

10.12 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.

KRIDE

10.13 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.

10.14 Quarterly Report

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.

10.15 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.

10.16 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.

10.17 ESHS Report:

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

KRIDE

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.

k. 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.

l. 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.

m. 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.

n The GC shall prepare a RP Completion Report.

11 COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK

The GC together with KRIDE shall constitute a steering committee consisting of

1) MD/CEO of all JV partners,
2) Project Director/Team leader,
3) Nominees of KRIDE.

KRIDE

This steering committee will meet every quarter in order to deal with the review of working of GC, the performance of project director, disputes etc. The GC shall proactively assist Employer in overall project management and monitoring.

12 LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED.

(This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information to Consultants.)

Staff qualification and experience of key and sub-key personnel

The staff qualification and experience of key and sub-key personnel are appended separately in the **Annexure 1** below.

Personnel requirement:

The Consultants shall be required to form a multi-disciplinary team for this assignment. The team shall be manned by adequate number of experts with relevant experience in the execution of similar detailed design assignments. The details of key staff whose CVs will be evaluated are furnished below. The qualifications and experience expected of candidates for these positions is given in **Annexure 1 below and Appendix-C of Section 6.**

KRIDE

ANNEXURE-A
Key Dates

The Liquidated Damages shall be charged at a rate of 0.05% per week of delay on pro rata basis of the contract price subject to a maximum of 10% of contract price.

(I) Key Dates for Planning /Design Works

S. No	Activity Completed	Progress Schedule Activity Completed (Weeks from Issue of Letter of Acceptance)	Liquidated Damage to be imposed if yes
1	Submission of Project Program including Complete list of Deliverables, Schedule of Delivery	04	Yes

Note:
This project Programme shall cover in details delivery schedule of various sub components of all the subsystem (Viaduct, Station building (including E&M system),At grade track, Elevated track, Signalling & Train control (CBTC system), Telecommunication, Depot (including E&M system),OHE including SCADA – Based on IR design, Operations Control Centre (OCC) and Depot Control Centre (DCC).)

The Deliverables shall be got approved by K-RIDE as per tentative time line shown in the table below
..

Sl. No.	Reports: *	Programme: (Date)
1	Design basis report System wise	D+30 (D = is date of letter of acceptance)
2	Interface and System Integration plan	D+60
3	Submission of Preliminary Designs of all systems	D+90
4	Proof checking of detailed design prepared by DDC of Contractors/vendors/ Consultant.	Will be decided based on award of various contracts.
5	Traction power flow simulation study duly taking regenerative braking into account	Will be decided based on award of OHE Contract.
6	Preparation of Good for construction drawings along with combined services drawings	D+180 days onwards progressively

- Some of these deliverable's/milestones which would be on critical path of project would be decided by K-RIDE in consultation with GC and delay delivery of such deliverables would attract delay damages proportionately, subject to maximum limit of 10% of contract value.
- The detailed schedule for completion of tasks will be decided jointly with the successful consultant after the issue of Letter of Acceptance and shall be provided where ever relevant.

Annexure 1

Qualification and Experience Requirements of GC Professional Staff

S. No	Category	Position	Nos.	Man- Months per Consultant	Total Man-Months
1	K1	Project Director/ Team Leader	1	48	48
2	K1	Dy. Project Director/Team Leader (Civil)	1	48	48
3	K1	Dy. Project Director/Team Leader (System)	1	48	48
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	24	24
12	K1	Chief Structures Design Expert – Stations & Viaduct	1	30	30
13	K1	Chief Project Expert / System (System Integration)	1	48	48
14	K1	Chief Power Supply & Traction Design Expert	1	42	42
15	K1	Chief (E&M) Expert	1	42	42
16	K1	Chief RAMS Expert	1	18	18
17	K1	Chief Track Design & Supervision Expert (Ballastless & Ballasted Track)	1	30	30
18	K1	Chief Signaling Design & Supervision Expert (CBTC)	1	30	30
19	K1	Chief Telecom Design & Supervision Expert	1	27	27
20	K1	Chief AFC Design & Supervision Expert	1	24	24
21	K1	Chief Rolling Stock Design & Supervision Expert	1	27	27
22	K1	Chief Depot M&P Expert	1	16	16
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

K-RIDE

S. No	Category	Position	Nos.	Man- Months per Consultant	Total Man-Months
28	K2	Sr.QA/QC Expert (Civil)	1	36	36
29	K2	Sr.QA/QC Expert (Civil)	1	36	36
30	K2	Sr.QA/QC Expert (Systems)	1	36	36
31	K2	Sr. Quantity Survey Engineer	1	45	45
32	K2	Sr. Quantity Survey Engineer	1	45	45
33	K2	Sr. Safety Expert (Civil)	1	36	36
34	K2	Sr. Safety Expert (System)	1	30	30
35	K2	Sr. Environment Expert	1	45	45
36	K2	Sr. Station Design Architect	1	24	24
37	K2	Sr. Depot Civil Design Expert	1	24	24
38	K2	Sr. BIM Expert	1	60	60
39	K2	Sr. Testing & Commissioning Expert	1	18	18
40	K2	Sr. O&M Expert (Systems and Rolling Stock)	1	24	24
41	K2	Sr. Geotechnical Design & Supervision Engineer	1	30	30
42	K2	Sr. Structural Design Engineer – Stations & Viaduct	1	30	30
43	K2	Sr. Structural Design Engineer – Stations & Viaduct	1	30	30
44	K2	Sr. VAC Expert	1	24	24
45	K2	Sr. System Integration Engineer	1	48	48
46	K2	Sr. Power Supply Design Engineer	1	18	18
47	K2	Sr. Traction Design Engineer	1	18	18
48	K2	Sr. Expert for Traction simulation and load flow Analysis	1	12	12
49	K2	Sr. Expert for Earthing, bonding, EMI/EMC studies	1	12	12
50	K2	Sr. RAMS Engineer	1	18	18
51	K2	Sr. Track Design & Supervision Engineer	1	36	36
52	K2	Sr. Signaling Design & Supervision Engineer (CBTC)	1	36	36
53	K2	Sr. Telecom Design & Supervision Engineer	1	36	36
54	K2	Sr. AFC Design & Supervision Engineer	1	36	36

KRIDE

S. No	Category	Position	Nos.	Man- Months per Consultant	Total Man-Months
55	K2	Sr. Rolling Stock Design & Supervision Engineer (Electrical)	1	18	18
56	K2	Sr. Rolling Stock Design & Supervision Engineer (Mechanical)	1	18	18
57	K2	Sr. Depot Engineer (M&P)	1	12	12
58	K2	Sr. Social and R&R Expert	1	24	24
59	K2	Sr. Utility Engineer	1	48	48
60	K2	Sr. Traffic Engineer	1	30	30
61	K2	Sr. Alignment Engineer	1	18	18
62	K2	Sr. E&M Expert	1	36	36
63	K2	Sr. Accounts Expert	1	48	48
64	K2	Sr. Financial Adviser	1	48	48
	TOTAL K1, K2		**64**		**2,149**
	Total K1		**24**		**838**
	Total K2		**40**		**1311**

K RIDE RIDE

Annexure 2

Personnel Qualification and Experience

Sl. No	Level	Education and Qualification	Man- Months
1	K1	Graduate Engineer with 20 Years' Experience	838
2	K2	Graduate Engineer with 15 Years' Experience	1311
3	K3	Graduate Engineer with 7 Years' Experience or Diploma in Engineering with 10 Years	687
4	K4	Graduate Engineer with 3 Years' Experience or Diploma in Engineering with 5 Years	2280
5	K5	Graduate Engineers	630
6	K (6A & 6B)	Support Staff (Clerk & Steno, Office Boy, etc.)	1,080
	TOTAL		**6,826**

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 of Section 6.

K RIDE

Annexure 3

K-RIDE is deploying a Project Control and Information Management System (PCIMS) through GC and Building Information Modeling (BIM).

K-RIDE is committed to process and technology enablement that will strengthen and ensure prompt, high-quality, cost-effective completion of the project. PCIMS will be used for transparent, integrated, real-time, mobile, collaboration and digitized process and workflow enablement.

PCIMS will be cloud based system for Project control for effective monitoring of project milestones. Access to PCIMS will be provided to all stakeholders covering Civil Contractors & System contractors, sub-contractors. General Consultants and K-Ride projects team. All stakeholders are to supply all the project information throughout project Implementation.

The project information stored includes designs, drawings, RFIs, quality inspections, safety incidents, method statements, approvals, bank guarantees, insurance, RA bills, physical progress, financial (Quantity) progress, MIS reports, progress photos, quality inspection checklists, all project issues, risks, and meetings and other information that is generated as part of the project. A broader description (representative) of the PCIMS role and responsibility is as below.

Sl. No.	Activity	Civil/System Contractors	GC	K-RIDE
1	• 3D BIM* Models & 2D Models/2D drawings-Good for Construction. • Tagging of 3D model elements with an Element Break Down Structure (EBS) or Asset Break Down Structure (ABS). • Interlinking of Element Breakdown Structure EBS / Asset Breakdown Structure (ABS) with Cost Breakdown structure (CBS) and /or Work Break down structure (WBS)	Create / Change	Consolidate/ Review / Approve	Review/ Reject
2	• BIM Execution Plan	Create / Change	Consolidate/ Review/ Approve	Review / Reject
3	• Document naming convention and 3D model naming conventions as per BS1192 standards. • Creation of Element Breakdown Structure EBS / Asset Breakdown Structure (ABS) • Cost Breakdown structure (CBS) • Work Break won structure (WBS)	Implement	Create /Change	Review / Approve / Reject
4	• Document and Change management • Project Plan • BOQ with change management • Contractor issues / RFI's • Safety issues and Safety audit Quality checklists • Meetings/Agenda	Create / Change	Consolidate/ Review / Approve	Review / Reject

Sl. No.	Activity	Civil/System Contractors	GC	K-RIDE
5	• Issues / RFI's • Safety issues and Safety audit • Quality checklists • Meetings / agenda	Review / Respond	Create / Change Consolidate/ Review / Approve	Create / Change
6	• Project plan validation • Project control aspects validation • Quality inspection out comes validation • Safety issue/Audit outcomes validation • Virtual progress validation / monitoring on 3D models	Propose	Collate & Validate	Review / Reject /Support Changes / Provide feedback
7	**Real Time Updates:** • Daily progress report • Weekly progress report • Daily labour report • Monthly progress report	Create / Change	Review / Approve against physical progress	Reject / Review against physical progress
8	**Reports & Dashboards (PCIMS Auto Generated):** • S Curves • Pendency reports • Quality inspection status • Quality NC and Observations status • Any other such reports, charts, and tables	Use / Review	Use / Review	Use / Review

GC Role in Integrated Project Control System (PCIMS) is more important and crucial. This entire PCIMS solution is planned & envisaged for effective project control during execution of BSRP project.

GC Scope in PCIMS:

1. Conceptualize, procure, configure, and Implement PCIMS for all stakeholders.
2. Creation of Element Breakdown, Structure EBS / Asset Breakdown structure (WBS). Document naming convention and 3D model naming conventions as per BS1192 standards.
3. Validation and approve linking of 3D models with EBS of ABS / CBS / WBS by the DDC of Civil/ / SYSTEM CONTRACTORS.
4. Prepare Master schedule and communicate to the DDC of Civil / System Contractors.
5. Consolidate, Review and approve individual project plans submitted by DDC of Civil/System Contractors
6. Consolidate, review and approve individual BOQ submitted by DDC of Civil/System Contractors.
7. Consolidate, review and approve individual safety and quality checklists submitted by DDC of Civil/System Contractors and manage the change.
8. Collate and validate quality inspections and its outcomes and work with K-RIDE for resolution.
9. Review all visual progress monitoring, identify issues and manage the outcomes.
10. Issue PCIMS system guidelines issued from time to time and check compliance by the Civil/System Contractors
11. Review and approve Project controls aspects using PCIMS platform and report to K-RIDE
12. Create and upload all documents linked to schedules within PCIMS.

13. All projects meeting to be digitized within PCIMS including agenda/meeting minutes all linked to project plan.
14. Review project progress approve revised schedules using PCIMS. Review and approve changes in BOQ if any due to change in scope within PCIMS.
15. Review activity progress, progress in quantities, associated issues using within PCIMS.
16. Review Maintenance and updating measurement entries and construction milestone entries in PCIMS.
17. Review quality inspection checklists linked to schedule line items within PCIMS.
18. All quality inspection related NC (Nonconformances)- Observations along with identification of root cause and resolutions are to be stored within PCIMS.
19. Capture all safety issues, safety audit along with closures within PCIMS.
20. Update all the information in PCIMS for generating real time reports and dashboards, needed for producing daily progress report, weekly progress report, daily labour report, monthly progress report, S curves, pendency reports, quality inspection status, quality NC, and observations status and other such reports, charts and tables.
21. GC shall conduct training/seminar/workshops for adoption of PCIMS by K-RIDE/ Civil/System Contractors.
22. Provide access to PCIMS system login credentials to K-RIDE/ Civil/ System Contractors

Deliverables by the GC:

Allocate a Project coordinator as a single point of contract for monitoring and resolving concerns on project control matters:

1. Access PCIMS on web based and/or Mobile application on Android or IOS.
2. Review and approve 3D clash free models in RVT/IFC/Model formats upto LOD 350 available in PCIMS.
3. Review and approve 2D drawings in DWG or DGN format upto LOD 350 and available in PCIMS.
4. Prepare master schedule and get it approved by K-RIDE.
5. Seek approval from K-RIDE for changes in BOQ / Schedules /project Plans using PCIMS.
6. Review and approve 3D visualization submitted by the Civil/System Contractors within PCIMS.
7. Review and approve documents, RFIs, quality, Safety, inspection. Records, meeting minutes., RA Bills and communications submitted by the civil/System Contractors.
8. Review and approve daily progress report, weekly progress report, daily labour report, monthly progress report, S curves, pendency reports, quality inspection status, quality NC, and observation's status, and such reports, charts and tables using PCIMS.

GC Scope for BIM:

Not limiting to:

- Review and approve post and pre contract BIM execution plans.
- Review and approve 3D BIM Models & 2D Models / 2D Drawings – Good for Construction
- Conduct and approve resolution of interfacing issues using 3D models.
- Ensure that compliance to BIM Execution plan and reject on non-compliance.

SECTION – 6

Contract for Consultancy Services

K-RIDE

SECTION VI:

CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Client]

and

_____

[Name of Consultants]

K-RIDE

Dated:

CONTENTS

Sl No.	DESCRIPTION	Page No.
I	**FORM OF CONTRACT**	154-155
II	**GENERAL CONDITIONS OF CONTRACT**	156-157
1	**General Provisions**	156
1.1	Definitions	156
1.2	Law Governing the Contract	158
1.3	Language	158
1.4	Notices	158
1.5	Location	158
1.6	Authorized Representatives	158
1.7	Taxes and Duties	158
2	**Commencement, Completion, Modification, and Termination of Contract**	159-162
2.1	Effectiveness of Contract	159
2.2	Commencement of Services	159
2.3	Expiration of Contract	159
2.4	Modification	159
2.5	Force Majeure	159
2.5.1	Definition	159
2.5.2	No Breach of Contract	159
2.5.3	Extension of Time	159
2.5.4	Payments	160
2.6	Suspension	160
2.7	Termination	160
2.7.1	By the Client	160
2.7.2	By the Consultants	161
2.7.3	Cessation of Rights and Obligations	161
2.7.4	Cessation of Services	161
2.7.5	Payment upon Termination	162
3	**Obligations of the Consultants**	162-165
3.1	General	162
3.2	Conflict of Interest	163
3.2.1	Consultants Not to Benefit from Commissions, Discounts, etc	163
3.2.2	Procurement Rules of Funding Agencies	163
3.2.3	Consultants and Affiliates Not to engage in certain Activities	163
3.2.3	Prohibition of Conflicting Activities	163
3.3	Confidentiality	163
3.4	Insurance to Be Taken Out by the Consultants	164
3.5	Accounting, Inspection and Auditing	164

KRIDE KRIDE

Sl No.	DESCRIPTION	Page No.
3.6	Consultants' Actions Requiring Client's Prior Approval	164
3.7	Reporting Obligations	164
3.8	Documents Prepared by the Consultants to be the Property of Client	165
3.9	Equipment and Materials Furnished by the Client	165
4	**Consultants' Personnel and Sub-consultants**	166-167
4.1	General	166
4.2	Description of Personnel	166
4.3	Approval of Personnel	166
4.4	Working hours, Overtime, Leave etc	166
4.5	Removal and / or Replacement of Personnel	166
4.6	Resident Project Manager	166
5	**Obligations of the Client**	167
5.1	Assistance and Exemptions	167
5.2	Services and Facilities	167
6	**Payments to the Consultants**	168-169
6.1	Cost estimates; Ceiling amount	168
6.2	Remuneration and Reimbursable Expenditures	168
6.3	Currency of Payment	168
6.4	Mode of Billing and Payment	169
7	**Settlement of Disputes**	168
7.1	Amicable Settlement	169
7.2	Dispute Settlement	169
III	**PARTICULAR CONDITIONS OF CONTRACT**	170-187
IV	**APPENDICES.**	188-232
	Appendix A – Description of Services	188
	Appendix B - Reporting Requirements	189
	Appendix C - Key Personnel and Sub-consultants	190-213
	Appendix D - Services and Facilities to be provided by the Client	214-216
	Appendix E - Cost Estimate in Indian Rupees	217-218
	Appendix F - Form of Bank Guarantee for Advance Payments	219-220
	Appendix G - Format for Performance Security	221-222
	Appendix H - Form of Contract Performance Security (BANK GUARANTEE	223-224
	Appendix I - Form of Consultants Services Time Based	225
	Appendix J - Form of Contract TIME-BASED	226-228
	Appendix K - Form of Contract Agreement	228-232

KRIDE KRIDE

I. FORM OF CONTRACT

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of

_____, 2021___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultant").

*[*Note: If the Consultants 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 consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"*]

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Particular Conditions of contract (hereinafter called "PCC");
   (c) The following Appendices:

Appendix A – Description of Services
Appendix B - Reporting Requirements
Appendix C - Key Personnel and Sub-consultants
Appendix D - Services and Facilities to be provided by the Client
Appendix E - Cost Estimates in Indian Rupees
Appendix F - Form of Bank Guarantee for Advance Payments
Appendix G - Format for Performance Security
Appendix H - Form of Contract Performance Security (BANK GUARANTEE)
Appendix I - Form of Consultants Services Time Based
Appendix J - Form of Contract TIME-BASED
Appendix K - Form of Contract Agreement

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix*.]

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

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF CLIENT]
By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]
By
(Authorized Representative)

K-RIDE

[***Note**: If the Consultants consist of more than one entity, all of these entities should appear as signatories, e.g., in the following manner*:]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

[Name of Member]

By
(Authorized Representative) [Name of Member]

By
(Authorized Representative)

I. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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 India, as they may be issued and in force from time to time;

b. "Client" means [the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.

c. "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

d. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

f. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

g. "GC" means these General Conditions of Contract;

h. "Government" means the Government of Karnataka;

i. "Local currency" means Indian Rupees;

j. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the PCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

k. "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

l. "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

m. "PCC" means the Particular Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

n. "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

o. "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

p. 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

q. "Bank" means the Funding Agency if applicable.

r. "Recipient" means the Government, Government agency or other entity that signs the financing agreement with the Bank.

s. "Day" means a working day unless indicated otherwise.

t. "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

u. "Foreign Currency" means any currency other than the currency of the Client's country.

v. "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

w. "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..

x. Graduate" means a Bachelor's degree holder such as BE/BTech/Equivalent.

y. "Post Graduate" means a Masters degree holder such as ME/MTech/MS

1.2. Law Governing the Contract:

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

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the **PCC**.

1.5. Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the **PCC**.

1.7. Taxes and Duties

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.7.1. The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.7.2. The GST payable for this consultancy services shall be reimbursed by the client. The applicable GST will be paid to the consultant along with the payment of bills. The Consultant is required to submit the proof of payment of GST along with the invoice of the succeeding payment, without fail. This procedure will be followed up to penultimate bill. In the final bill, the Consultant shall pay the applicable GST and then submit the claim along with the proof of payment for reimbursement

2. Commencement, Completion, Modification and termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the **PCC.**

2.2. Commencement of Services

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the **PCC**.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the **PCC**.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract 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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7. Termination

2.7.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(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 2.6;

(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 7.2;

(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;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

2.7.2. By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2 as specified in **PCC.**

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within Ninety (90) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in Ninety (90) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (90) days.

2.7.3. Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, 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 GC 3.3 hereof;

(iii) the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants 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 Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants: (after offsetting against these payments any amount that may be due from the Consultant to the Client).

(a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination;

(c) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6. Disputes about Events of Termination

. If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 here of has occurred such Party may within forty-five (45) days after receipt of notice of termination from the other Party refer the matter to arbitration pursuant to Clause GC 7 hereof and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

K-RIDE

3. Obligations of the Consultants:

3.1. General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2. Conflict of Interests

3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Consultants and Affiliates Not to engage in certain Activities

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.

K-RIDE

3.2.4. Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the PCC.

3.3. Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (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, as shall be specified in the **PCC**; and (b) 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 have been paid.

3.5. Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the PCC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6. Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the **PCC**.

3.7. Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.8. Documents Prepared by the Consultants to Be the Property of the Client

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the **PCC**.

3.9. Equipment, Vehicles and Materials Furnished by the Client

Equipment, Vehicles and materials made available to the Consultants by the Client or purchased by the Consultants 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 Consultants 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 Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants' Personnel and Sub-Consultants

4.1. General

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

4.2. Description of Personnel

a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% 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 GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3. Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in

the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4. Working Hours, Overtime, Leave, etc.

a) Working hours and holidays for Key Personnel are set forth in Appendix C.

b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5. Removal and/or Replacement of Personnel

a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants 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 Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced

4.6. Resident Project Manager

If required by the PCC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1. Assistance and Exemptions

Unless otherwise specified in the PCC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the **PCC**.

5.2. Access to Project site.

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

K-RIDE

5.3. Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4. Payment

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. Payment to the Consultants:

6.1. Cost Estimates; Ceiling Amount

a) An estimate of the cost of the Services payable in the local currency is set forth in Appendix E.

b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the **PCC.** The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2. Remuneration and Reimbursable Expenditures

a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the PCC, said remuneration shall be subject to price adjustment as specified in the **PCC**.

b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause **PCC 2.3** (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the **PCC.**

c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause **PCC 6.2(c).**

6.3. Currency of payment:

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees.

6.4. Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

a) The Client shall cause to be paid to the Consultants an **advance payment** as specified in the PCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the **PCC**, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the PCC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

b) *The Itemized GST compliant 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, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement 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 Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the **PCC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.

d) The **final payment** under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants 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 statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants 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 statement approved by the Client in accordance with the above.

e) All payments under this Contract shall be made to the account of the Consultants specified in the **PCC**.

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the **PCC**.

II. PARTICULAR CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	**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: gmcivil1@kride.in **Consultant:** _____ Attention: _____ Facsimile: _____ E-mail: _____
1.5	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
1.6	**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:** _____
	[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 PCC should be inserted here] Lead member on behalf of the JV is___*

Additional Para 1.7.3	**Change in the Applicable law related to Taxes and duties.** If, after t he date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price. 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 and the contract price shall be adjusted accordingly as mentioned above.
2.1	The contract will become effective on the date of issue of **Notice** by the client to the consultant to commence the services.
2.2	**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.
2.3	**'Expiration of Contract:** **The time period shall be** Forty-Eight (48 months) The Contract shall expire or determine on the completion of 48 (Forty Eighty) months from the Effective Date.
Force Majeure **Additional para 2.5.1.1 Definition**	No Party will be responsible for any failure to perform due to causes beyond its reasons control including 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.

	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.
Additional para 2.5.4.1 Payments	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.
Additional Para 2.5.5	**Measure to be taken :** i. 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. ii. 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 iii. 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. iv. 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/employer, shall either: **a.** Demobilize, in which case the consultant shall be reimbursed for additional cost they reasonably and necessarily incurred, and, if required by the employer, in reactivating the services; or **b.** continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this contract. And be reimbursed for additional costs, reasonably and necessarily incurred. 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 PCC
2.7.2	Deleted

Additional Para 3.1.1 General	Deleted
Additional Para 3.1.2 General	Law Applicable to Services: i. 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 and the Contract.. ii. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when iii. as a matter of law or `official regulations, the Recipient's country prohibits commercial relations with that country; or iv. 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. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
Additional Para 3.2.1.1	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. 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
Additional Para 3.2.4.1	**Strict Duty to Disclose Conflicting Activities:** 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
Additional Para 3.3.1	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

3.4	The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in GCC Clause 2.2. **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.
Additional Para 3.4.1	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

K-RIDE

	(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".
3.6 (c)	The other actions are: "Taking any action under the contract for which the written approval of the Client is required"
3.6(d)	The hiring of sub consultants which shall be as per Para 3.6(a) of GCC be subjected to prior approval in writing by the Client, shall be only for highly specialized component of work.
3.8	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
Additional Para 3.8.1**.**	**Proprietary Rights of the Client in Reports and Records:** 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.
Additional Para 3.9.1	**Modify Equipment, Vehicles and Materials Furnished by the Client** 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
Additional Para 4.2 (d)	"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."
Additional Para 4.5.1	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.

KRIDE

	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 per year. Beyond that, an amount equal to 5% 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. In case the project is completed within the targeted time line, the penalty levied here in shall be waived by KRIDE. 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
Additional Para 4.5.2	**Removal of Experts or Sub-consultants** 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 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. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client
Additional Para 4.5.3	**Replacement/Removal of Experts -Impact on payments** 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.
Additional paras in 5.1	(d) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract. (e) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

	(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
Additional Paras of 6.1	d) Payments under this Contract shall be in Indian Rupees e) Lead member shall be authorized by the members of JV agreement to raise GST Compliant invoice and receive all payments on their behalf including his own share
Additional Paras of 6.2	d) 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. e) 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 i.e., 30 days from the date of contract signature. f) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts. (ii) the Consultant's profit.
Additional Para 6.2 (g)	**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 2.1 of PCC
Additional paras 6.4 (f)	*Advance payment*. Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified below. 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**.** 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 F**, 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 below until said advance payments have been fully setoff. 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
	The following provisions shall apply to the advance payment and the advance bank payment guarantee:

	i. The amount of advance payment is 10% of the remuneration in Indian Rupee (₹). 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 ofinterest 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 PCC 3.4 and 5% after mobilizing of all key experts with submission ofbank 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 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 Name of the Beneficiary: Rail Infrastructure Development Company (Karnataka) Limited Account No: 043020102110 Location: M G Road, Bengaluru Bank and Branch Name: Canara Bank, Prime Corporate Branch Account Type: Current Account IFSC: CNRB0002636
Additional Para 6.4 (g)	The Itemized Invoice: The Consultant shall have to submit its itemized statements monthly only. However, each invoice shall show remuneration and fixed expenses separately

Additional Para 6.4 (h)	With the exception of the final payment under 6.4c(d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder The details of manpower deployment i.e., the position, the numbers and man months given in the Terms of the reference are tentative. The GC and the employer shall together prepare a rolling deployment schedule of various positions of consultant by looking at the actual progress of the project and the requirement of various Key and Non key positions based on actual progress of the project. This rolling deployment schedule will be reviewed every quarter and shall form the basis of the payment. 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 bepayable 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.
Additional Para 7.1.1	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 PCC 7.3 shall apply
Additional Para 7.2	**Claims, Disputes, Conciliation and Arbitration.** 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

K-RIDE

	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: "Any dispute or different or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules".
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 10% 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-E
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 adequatesupervision 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.
Additional Clause-5	**Communications** i. 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

KRIDE

	to whom the communication is addressed, or when sent to such Party at the address specified in the PCC.1.4 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 PCC1.4
Additional Clause-6	**Authority of Member in Charge:** In case the Consultant is a Joint Venture, the members hereby authorize the member as specified in the Item no.16 of 3L Draft Memorandum of understating (MOU) of section-3.
Additional Clause-7	**Commissions and fees**: 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
Additional Clause-8	**Termination of Contract for Failure to become Effective**: If this Contract has not become effective within two months after the date of Contract signature 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 event of such a declaration by the either party, neither party shall have any claim against the other party with respect here to.
Additional Clause-9	**Entire Agreement**: 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.
Additional Clause-10	**Change in the Applicable Law Related to Taxes and Duties**: If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price

K-RIDE

Additional Clause-11	**Remuneration and Reimbursable Expenses**: i. 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. ii. 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 effective ness of the contract i.e., 30 days from the date of contract Signatures. 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 1, (iii) the Consultant's profit.
Additional Clause-12	**Good Faith**: 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
Additional Clause-13	**Performance Security**: The Contractor shall obtain (at his cost) a Performance Security, for proper performance of the contract, for the amount, currencies and validity period for Performance Security stated in the Contract Data. The Contractor shall deliver the Performance Security to the Employer as mentioned in **PCC-16** after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by a bank 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 Client. The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms: An unconditional Bank guarantee in the prescribed format A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bengaluru FDR in favour of "Rail Infrastructure Development Company (Karnataka) Ltd." (free from any encumbrance). 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: a Schedule Bank in India, or a Foreign Bank having their operations in India, or 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: Canar Bank Branch: Prime Corporate Branch Account No. 0430201012110 IFSC Code: CNRB0002636 In case the contractor is a JV; "the Performance Security 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. 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 services and the Contract 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.

Without limitation to the provisions of the rest of this 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 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.

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 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. • 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.
	a) 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 (twenty one) days upto 60 (sixty) 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 beyond21 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 Consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the Contract is liable to be terminates. In case the 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 Consultant shall be debarred from participating in re-tender for the work/Services.

K-RIDE

	b) 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. **c)** The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required
Additional Clause-14	**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 in favour of K-RIDE free from any encumbrance, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, KRIDE 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. However if the consultant desires 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. 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/services are fully 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 2.7 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 2.7of GCC, the Security Deposit shall not be forfeited. iii. 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.
Additional Clause-15	**Priority of Documents**: The documents forming the contract are to be taken as mutually explanatory of one another. The priority of documents shall be as stated in the Particular conditions of Contract. If there is an ambiguity or discrepancy in the documents, the engineer shall issue any necessary clarification or instruction to the consultants The documents forming the part of the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the employer shall issue necessary clarification or instruction to the consultant which shall be binding on the consultant; and priority of the documents shall be as follows: i) The Contract Agreement ii) The Letter of acceptance iii) Amendments to the tender documents issued by the employer if any iv) Responses to the pre bid queries issued by the employer if any v) Financial Bid vi) Invitation for Bids vii) Instructions to the bidders viii) Scope of work ix) Particular Conditions of Contract x) The General Conditions of Contract xi) The consultant's proposal and xii) Any other document forming part of the contract.

K-RIDE

IV. APPENDICES

Appendix A: Description of Services

[Give detailed description of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc.]

KRIDE RIDE

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

KRIDE
RIDE

Appendix C: Key Personnel and Sub-Consultants

Job description, level, maximum age, minimum educational qualifications and experience of Keyexperts of category K1 and K2

1. The below description provides a broad overview of key activities that need to beundertaken 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 workmentioned 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 & K2 position is contained below.

5. Experts proposed at K1 level should have been in Senior Administrative Grade or above in Central Government, General Manager or above in Public Sector Unit or a person in Private sector drawing a minimum salary of ₹ 40,00,000/ annum. (Duly supported by a monthly salary slip)

6 Experts proposed at K2 level should have been in Junior Administrative Grade or above in Central Government, Additional General Manager / Sr. Deputy General Manager or above in Public Sector Unit or a person in Private sector drawing a minimum salary of ₹ 30,00,000/annum (Duly supported by a monthly salary slip).

7 "Salary means Cost to company (CTC) & will include component like performance linked pay, bonus, stock options etc. This can be certified by company statutory auditor or company director or by providing self-certified IT returns".

TABLE - 1

Qualification and experience requirements of GC professional staff:

S. No	Category	Position	Nos.	Max. Age as on 1.7.21*	Min. Qualification	Minimum Experience
1	K1	Project Director/ Team Leader	1	65	Graduate in Civil Engineering.	20years of minimum experience. in Metro / Suburban Rail/ Railway projects implementation.
2	K1	Dy. Project Director/Team Leader (Civil)	1	65	Graduate in Civil Engineering.	20 years of minimumexperience. in Metro / Suburban Rail/ Railway projects implementation.
3	K1	Dy. Project Director/Team Leader (System)	1	65	Graduate in Mechanical/Electrical /Electronics.	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway.
4	K1	Chief Contracts Manager	1	65	Graduate in Civil Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway/ projects implementation.
5	K1	Chief Program Expert	1	65	Graduate in Civil Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway/ Highway projects implementation.
6	K1	Chief Quality Assurance Expert	1	65	Graduate in Civil Engineering,	20 years of minimumexperience in Metro / Suburban Rail/ Railway/ Highway projects implementation.
7	K1	Chief Safety Expert	1	65	Graduate in Civil Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Railway/Metro Railway
8	K1	Chief Architectural Design Expert	1	65	Graduate in Architecture	20 years of minimum experience in Metro / Suburban Rail/ Railway Building projects implementation. Of which 5 years should have been in Metro Railway experience
9	K1	Chief Testing & Commissioning Expert	1	65	Graduate in Mechanical/Electrical /Electronics Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway Projects implementation.
10	K1	Chief Operation & Maintenance Expert	1	65	Graduate in Civil / Electrical/Electronics Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation.

KRIDE

S. No	Category	Position	Nos.	Max. Age as on 1.7.21*	Min. Qualification	Minimum Experience
11	K1	Chief Geo Technical Design Expert	1	65	Graduate in Civil Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway/ Highway projects implementation
12	K1	Chief Structures Design Expert – Stations & Viaduct	1	65	Graduate in Civil Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway.
13	K1	Chief Project Expert / System (System Integration)	1	65	Graduate in Mechanical/Electrical /Electronics	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway
14	K1	Chief Power Supply & Traction Design Expert	1	65	Graduate in Electrical Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation.
15	K1	Chief E&M /HVAC Expert	1	65	Graduate in Mechanical/Electrical Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation.
16	K1	Chief RAMS Expert	1	65	Graduate in Mechanical/Electrical /Electronics/Computer Science/Computer Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway projects implementation. Of which 5 years should have been in Metro Railway.
17	K1	Chief Track Design & Supervision Expert (Ballastless & Ballasted Track)	1	65	Graduate in Civil Engineering	20 years of minimumexperience in Metro Rail / Suburban Rail/Railway projects implementation. Of which 5 years should have been in Metro Rail projects involving Ballastless track.
18	K1	Chief Signaling Design & Supervision expert (CBTC)	1	65	Graduate in Electrical and Electronics/ Electronics & communication Engineering	20 years of minimum experience in Metro Rail / Suburban Railway / Railway projects implementation. Of which 5 years should have been in Metro Rail.
19	K1	Chief Telecom Design & Supervision Expert	1	65	Graduate in Electrical and Electronics/ Electronics & communication Engineering	20 years of minimumexperience in Metro Rail /Suburban Railway / Railway projects implementation. Of which 5 years should have been in Metro Railway

KRIDL RFP

S. No	Category	Position	Nos.	Max. Age as on 1.7.21*	Min. Qualification	Minimum Experience
20	K1	Chief AFC Design & Supervision Expert	1	65	Graduate in Electrical and Electronics/ Electronics & communication Engineering	20 years of minimumexperience in Metro / Suburban Rail/ Railway/ Highway projects implementation. Of which 5 years should have been in Metro Railway
21	K1	Chief Rolling Stock Design & Supervision Expert	1	65	Graduate in Mechanical/Electrical Engineering	20 years of minimumexperience in Metro Rail /Suburban Railway /Railway projects implementation. Of which 5 years should have been in Metro /Suburban Railway
22	K1	Chief Depot M&P Expert	1	65	Graduate in Mechanical/Electrical Engineering	20 years of minimumexperience in Metro Rail /Suburban Railway /Railway projects implementation. Of which 5 years should have been in Metro /Suburban Railway
23	K1	Chief Multimodal Transport Expert	1	Clause 20.3 (b)	Graduate in Civil Engineering/ Urban planning/Architecture	20 years of minimumexperience in Metro Rail /Suburban Railway / Railway/Highway projects implementation.
24	K1	Chief Financial Expert	1	65	CA/ICWA	20 years of minimumexperience. Of which 5 years should have been in Infrastructure sector preferably in Metro Rail.
25	K2	Sr. Contracts Expert (Civil)	1	62	Graduate in Civil Engineering	15 years in Metro /Suburban rail / Railway/ projects implementation.
26	K2	Sr. Contracts Expert (System)	1	62	Graduate in Mechanical/ Electrical /Electronics Engineering	15 years in Metro /Suburban rail /Railway projects implementation. Of which 3 years should have been in Metro Rail projects.
27	K2	Sr. Program Scheduler	1	62	Graduate in Civil Engineering	15 years in Metro/Suburban rail / Railway /Highway projects implementation.
28	K2	Sr.QA/QC Expert (Civil)	1	62	Graduate in Civil Engineering.	15 years in Metro / Suburban rail / Railway / Highway projects implementation.
29	K2	Sr.QA/QC Expert (Civil)	1	62	Graduate in Civil Engineering.	15 years in Metro / Suburban rail / Railway / Highway projects implementation.

KRIDE

S. No	Category	Position	Nos.	Max. Age as on 1.7.21*	Min. Qualification	Minimum Experience
30	K2	Sr.QA/QC Expert (Systems)	1	62	Graduate in Mechanical/ Electrical /Electronic Engineering	15 years in Metro / Suburban rail / Railway implementation. Of which 3 years should have been in Metro Rail projects.
31	K2	Sr. Quantity Survey Engineer	1	62	Graduate in Civil Engineering.	15 years in Metro / Suburban rail / Railway / Highway projects implementation.
32	K2	Sr. Quantity Survey Engineer	1	62	Graduate in Civil Engineering.	15 years in Metro / Suburban rail / Railway / Highway projects implementation.
33	K2	Sr. Safety Expert (Civil)	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects.
34	K2	Sr. Safety Expert (System)	1	62	Graduate in Mechanical/Electrical /Electronics Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects.
35	K2	Sr. Environment Expert	1	62	Graduate in Civil Engineering	15 years in Infrastructure sector. Of which 5 years should have been Metro / Suburban rail / Railway
36	K2	Sr. Station Design Architect	1	62	Graduate in Architecture	15years in Metro/Suburban rail/Railway/buildings projects implementation. Of which 3 years should have been in Metro rail projects
37	K2	Sr. Depot Civil Design Expert	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro/Suburban Railway projects.
38	K2	Sr. BIM Expert	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway / Building projects implementation. Of which 3 years should have been in Metro Rail projects.
39	K2	Sr. Testing & Commissioning Expert	1	62	Graduate in Mechanical/Electrical Engineering	15 years in Metro / Suburban rail / Railway / Highway projects implementation
40	K2	Sr. O&M Expert (Systems and Rolling Stock)	1	62	Graduate in Mechanical/Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects

KRIDE

S. No	Category	Position	Nos.	Max. Age as on 1.7.21*	Min. Qualification	Minimum Experience
41	K2	Sr. Geotechnical Design & Supervision Engineer	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway / Highway projects implementation.
42	K2	Sr. Structural Design Engineer – Stations & Viaduct	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects
43	K2	Sr. Structural Design Engineer – Stations & Viaduct	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects
44	K2	Sr. VAC Expert	1	62	Graduate in Mechanical/Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects
45	K2	Sr. System Integration Engineer	1	62	Graduate in Mechanical/Electrical /Electronics	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects
46	K2	Sr. Power Supply Design Engineer	1	62	Graduate in Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation.
47	K2	Sr. Traction Design Engineer	1	62	Graduate in Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation.
48	K2	Sr. Expert for traction simulation and load flow analysis	1	62	Graduate in Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation
49	K2	Sr. Expert for Earthing, bonding, EMI/EMC studies	1	62	Graduate in Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation
50	K2	Sr. RAMS Engineer	1	62	Graduate in Mechanical/Electrical /Electronics/ Computer Science/ Computer Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects

KRC RIDE

S. No	Category	Position	Nos.	Max. Age as on 1.7.21*	Min. Qualification	Minimum Experience
51	K2	Sr. Track Design & Supervision Engineer	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects involving Ballastless track.
52	K2	Sr. Signaling Design & Supervision Engineer (CBTC)	1	62	Graduate in Electrical and Electronics / Electronic & Communication Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects.
53	K2	Sr. Telecom Design & Supervision Engineer	1	62	Graduate in Electrical and Electronics / Electronic & Communication Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro Rail projects
54	K2	Sr. AFC Design & Supervision Engineer	1	62	Graduate in Electrical and Electronics / Electronic & Communication Engineering	15 years in Metro / Suburban rail / Railway/Highway projects implementation. Of which 3 years should have been in Metro Rail projects
55	K2	Sr. Rolling Stock Design & Supervision Engineer (Electrical)	1	62	Graduate in Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro/ Suburban Railway projects.
56	K2	Sr. Rolling Stock Design & Supervision Engineer (Mechanical)	1	62	Graduate in Mechanical Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro/Suburban Railway projects.
57	K2	Sr. Depot Engineer (M&P)	1	62	Graduate in Mechanical/Electrical Engineering	15 years in Metro / Suburban rail / Railway projects implementation. Of which 3 years should have been in Metro/Suburban Railway projects.
58	K2	Sr. Social and R&R Expert	1	62	Graduate in Sociology/ Anthropology	15 years. Of which 5years should have been in Metro / Railway /Highway projects

KRDL RIDL

S. No	Category	Position	Nos.	Max. Age as on 1.7.21*	Min. Qualification	Minimum Experience
59	K2	Sr. Utility Engineer	1	62	Graduate in Civil/ Electrical/Electronics Engineering	15 years in Infrastructure sector like power, telecom, Railway, Metro, water supply and sewerage. Of which 3years should have been in Metro Rail projects
60	K2	Sr. Traffic Engineer	1	62	Graduate in Any Engineering stream	15 years in Metro / Suburban rail / Railway projects implementation.
61	K2	Sr. Alignment Engineer	1	62	Graduate in Civil Engineering	15 years in Metro / Suburban rail / Railway projects implementation.
62	K2	Sr. E&M Expert	1	62	Graduate in Mechanical/ Electrical Engineering	15 years in Metro / Suburban rail / Railway/Highway projects implementation.
63	K2	Sr. Accounts Expert	1	62	CA/ICWA	15years. Of which 5 years should have been in Infrastructure sector preferably in Metro rail projects.
64	K2	Sr. Financial Adviser	1	62	CA/ICWA	15 years. Of which 5 years should have been in Infrastructure sector preferably in Metro Rail projects.
	TOTAL K1, K2		**61**	**2149**		
	Total K1		**24**	**838**		
	Total K2		**40**	**1311**		

KRIDE RIDE

**** Perform roles and responsivities defined under Annexure 3.**

NOTE: *"In view of Physically and mentally demanding nature of work requiring continuous involvement of key staff and strict project targets it is required that experts having age less than 65 years as on 1st July 2021, be deputed as key staff. Experts up to 70 years of age shall be allowed, provided they have been in active service during the last three (3) years. This note is applicable for K1 category only.

Project In-charge:

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 progressof 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 of Civil/System Contracts including depot layout, plant & machinery for the project, including approval of technical specification proposed by DDC of Civil/System Contracts

xi. The designs proposed by the DDC of Civil/System Contracts in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussedwith the Client.

S. No.	Description ofPosition	Category	Nos.	Descriptionof Activities
1	Project Director/Team Leader	K1	1	i to xi
2	Deputy Project Director /DeputyTeam leader (Civil)	K1	1	ii to xi
3	Deputy ProjectDirector/Deputy Team Leader (Systems)	K1	1	ii to xi

Project & Contract Management:

The broad activities of the key experts shall include:

- Preparation of detailed integrated schedule/project timelines for the entire project.
- Review and monitor the work plans and schedules of various stakeholders and ensure consistency with the overall project schedule.
- Managing overall procurement life cycle including bid document preparation and Bid Process Management till closure of contract.
- Ensuring proper risk analysis, and recommending risk mitigation measures.

- Assistance in entire Contract administration, including dispute resolution, contractterminations, contract renegotiation, exit strategies, establishing standard procedures & tools etc.
- Assist in compliance of the requirements of Multilateral/Bilateral funding and otherfinancial institutions.
- Preparation of cost breakdown structure, creation of baseline project cost, budget and cashflow schedule.
- Assessment of project long term financial statements and preparation, submissionand disbursement of claims to multilateral/bilateral funding institution and other financial institutions.
- Establishing procedures for any changes in the project criteria/scope.

S. No.	Descriptionof Position	Category	Nos.	Descriptionof Activities
4	Chief ContractManager	K1	1	i to ix
5	Chief Programme Expert	K1	1	i, ii iv and vii
6	Sr. ContractsExpert (CIVIL)	K2	1	iii, iv, v and vi
7	Sr. ContractExpert System	K2	1	iii, iv, v and vi
8	Sr. Programme Scheduler	K2	1	i, ii, iv and vii

KRIDE RIDE

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 variouscomponents of the project in consultation with employer and contractor.

iii. Outlining the process for coordination and management of parties involved acrossvarious 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 andcontrol, the overall system integration processes.

xi. Manage System Integration tests and coordination for trial runs before operationsand demonstrate the system readiness for commercial operations.

xii. The designs proposed by the DDC of Civil/System Contracts in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussedwith the Client.

S. No.	Descriptionof Position	Category	Nos.	Descriptionof Activities
9	Chief Project Expert/System Expert (System Integration)	K1	1	i to x and xii
10	Sr. System Integration Engineer	K2	1	i to xi

KRIDE RIDE

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 intoconsideration the construction methodologies, associated Temporary Works andContractor'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, INDIANRAILWAYS etc.,

viii. Arriving at bill of quantities and estimation for diversion of Utilities as a part of Civilworks in various contracts

ix. The designs proposed by the DDC of Civil/System Contracts in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussedwith the Client.

S. No.	Description ofPosition	Category	Nos.	Descriptionof Activities
11	Chief Geotechnical Design Expert.	K1	1	i, and ii andix
12	Chief StructuresDesign Expert (Station and Viaduct)	K1	1	i, iii, iv, v, viand ix
13	Sr. Geotechnical Design & Supervision Engineer	K2	1	i, and ii
14	Senior StructureDesign Engineer (Station and viaduct)	K2	2	i, iii, iv, v, viand ix
15	Sr. UtilityEngineer	K2	1	vii, viii

KRIDE RIDE

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 stationdesign 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 allsub 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 of Civil/System Contracts in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussedwith the Client

S. No.	Descriptionof Position	Category	Nos.	Descriptionof Activities
16	Chief Architectural Design Expert	K1	1	i to vi
17	Sr. StationDesign Architect	K2	1	i to vi

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 of Contractors/vendors for ballasted/ballastless track.

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 & Tequipment, 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 of Civil/System Contracts in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussedwith the Client.

S. No.	Descriptionof Position	Category	Nos.	Descriptionof Activities
18	Chief Track Design & Supervision Expert (Ballastless and Ballasted track)	K1	1	i to vii
19	Sr. Track Design & Supervision Engineer	K2	1	i to vi
20	Sr. AlignmentEngineer	K2	1	i, iii, v

KRIDE RIDE

Traction Power and Distribution, Air conditioning, Tunnel Ventilation and Machinery & 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, straycurrent studies, protection & coordination studies, insulation & coordination anddynamic simulation of current collection system, etc.)

ix. The designs proposed by the DDC of Civil/System Contracts in addition to being proof checked shall be subject to improvements by Value Engineering technics which shall be discussed with the Client.

x. The General Consultant shall approve the software to be used for the simulation studies by the detailed design consultant of OHE/E&M contractors in consultation with the KRIDE.

S. No.	Description of Position	Category	Nos.	Descriptionof Activities
21	Chief Power Supply and Traction DesignExpert	K1	1	i, ii, viii, ix, x
22	Chief E&M Expert	K1	1	iii, iv, vi, viii,ix
23	Chief DepotM&P Expert	K1	1	vii, ix
24	Sr. Ventilationand Air conditioning Expert	K2	1	iii, v

S. No.	Description of Position	Category	Nos.	Descriptionof Activities
25	Sr. Depot Engineer (M&P)	K2	1	vii
26	Sr. Power Supply Design Engineer	K2	1	i, ii,viii, x
27	Sr. Traction Design Engineer	K2	1	i, ii, viii, x
28	Sr. Expert for traction simulation and load flow analysis	K2	1	viii,x
29	Sr.Expert for Earthing, bonding, EMI/EMC studies	K2	1	viii
30	Sr. E&M expert	K2	1	iii, iv, vi, viii

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 entireproject phases.
ii. Preparation of detailed Safety management plans/ safety instructions andimplementation 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 oftrains 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.
xii. Assessment of cost estimates and quantities of various components of project.

S. No	Description ofPosition	Category	Nos.	Descriptionn of Activities
31	Chief Quality Assurance Expert	K1	1	i, iii, v, vii,ix
32	Chief SafetyExpert	K1	1	ii, iv, vi, vii,viii, ix
33	Sr. Quality Assurance/ Quality ControlExpert (CIVIL)	K2	2	i, iii, v, vii,ix
34	Sr. Quantity Survey	K2	2	xii
35	Sr.QA/QC (Systems)	K2	1	I, iii, v, vii,ix
36	Sr. Safety Expert (Civil)	K2	1	ii, iv, vi, vii,viii, ix
37	Sr. SafetyExpert (Systems)	K2	1	ii, iv, vi, vii,viii, ix
38	Sr. EnvironmentExpert	K2	1	vii, ix, x, xi

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 fora continuous automatic train control of rail-based transit system including CBTC and its improvements.

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 systemincluding 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 including CBTC and its improvements.

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 of Civil/System Contracts 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 ofPosition	Category	Nos.	Descriptionof Activities
39	Chief Signallingdesign Expert (CBTC)	K1	1	i, ii, vi
40	Chief Telecom Design & Supervision Expert	K1	1	iii, vi
41	Chief AFC Design & Supervision Expert	K1	1	iv, v
42	Sr. Signalling Design Engineer(CBTC)	K2	1	i, ii
43	Sr. Telecom Design & Supervision Engineer	K2	1	iii
44	Sr. AFC Design & Supervision Engineer	K2	1	iv, v

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.	Descriptionof Position	Category	Nos.	Descriptionof Activities
45	Sr. Depot Design Expert (Civil)	K2	1	i

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 traincontrol rail-based transit system

ii. Review tender design/drawings along with specifications for related componentscovering 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 stockbased 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 of Civil/System Contracts in addition to being proof checked shall be subjectto improvements by Value Engineering technics which shall be discussed with the Client.

S. No.	Descriptionof Position	Category	Nos.	Descriptionof Activities
46	Chief RollingStock DesignExpert	K1	1	i to vii
47	Sr. Rolling Stock Design & Supervision Engineer (Electrical	K2	1	i to vi withrespect to Electrical systems
48	Sr. Rolling Stock Design & Supervision Engineer (Mechanical)	K2	1	i to vi with respect to Mechanicalsystems

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 ofrail 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. withCMRS / RDSO/ other Statutory Authorities to obtain approvals.

b. Plan, arrange and supervise all the trial tests, if required, with the supportof the Employer, well in advance of the trial runs.

S. No.	Description of Position	Category	Nos.	Description of Activities
49	Chief Testing and Commissioning Expert	K1	1	i to iv
50	Sr. Testing andCommissioning Expert	K2	1	i to iv

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 systemand 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 inventorynecessary for continuous operation.

iv. Prepare job description, qualifications, and competency required for various postsin the O&M wing of BSRP.

v. Finalizing various modes of operations such as centralized control, independentcontrol and central monitoring and decentralized autonomous control.

vi. Preparation of train schedule.

vii. Analyze the manpower/training requirements for O&M team and recommendtraining program and schedules.

viii. Recommend behavioral-based training programmers and identify trainingequipment's inclusive of simulation kits.

ix. Documentation of latest trends both in domestic and international marketregarding implementation and operations & maintenance which can be relevant to BSRP

x. Ensure safe operation of revenue train in accordance with the time table as wellas 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 Rollingstock.

xvi. Maintain liaison with Progress, planning and inspection office (PPIO), Tractionpower control (TPC), Traffic Control (TC) and Depot control (DC).

xvii. To inform passengers directly at any incident or during emergency in a train ata particular platform which is likely to affect train movement.

KRIDE

S. No.	Description of Position	Category	Nos.	Descriptionof Activities
51	Chief Operations and Maintenance Expert	K1	1	i to iv
52	Senior O & M Expert (System and Rolling stock)	K2	1	i to vi andxiii to xvi
53	Sr. Traffic Engineer	K2	1	i to vi, ix toxiii and xvito xvii

Miscellaneous:

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 offacilities for multi modal integration at station (upcoming & planned).

iii. Proof check and analyze traffic studies based on which multi modal integrationfacilities 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 onmaximum 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 variouslocations.

Sl. No	Description of Position	Category	No.	Description of Activities
54	Chief Multimodal Expert	K1	1	i to vi

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 subcomponents.

S. No.	Description of Position	Category	Nos.	Description of Activities
55	Chief RAMSExpert	K1	1	i to iv
56	Sr. RAMS Expert	K2	1	i to iv

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 deliveryplan 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 alltechno-managerial assistance.

VIII. The designs proposed by the DDC of Civil/System Contracts in addition to being proof checked shall besubject to improvements by Value Engineering technics which shall be discussed with the Client.

IX. Perform roles and responsibilities defined under Annexure 3.

KRIDE RIDE

S. No.	Description of Position	Category	Nos.	Description of Activities
57	Senior BIM Expert	K2	1	i to ix

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 impactassessments and preparation of Resettlement Action Plans.

Sl. No.	Description of Position	Category	Nos.	Description of Activities
58	Senior Social and R & R Expert	K2	1	i to vii

KRIDE

Note:

1. He/She should have worked on at least three (3) infrastructure projects preferablyof 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,

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 billsand 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 theComptroller and Auditor General's Audit.

S. No.	Description of Position	Category	Nos.	Description of Activities
59	Chief FinancialExpert	K1	1	i to v
60	Sr. FinancialAdviser	K2	1	i to v
61	Sr. Accounts Expert	K2	1	iii and v

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.

KRIDE RIDE

Minimum Educational Qualifications and Experience of Non- Key Experts of Category K3, K4, K5 and K6

K3: Graduate Engineers in respective fields with 7 years' Experience or Diploma in Engineering with 10 years' experience in implementation of Suburban Railway /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: Graduate Engineers in respective fields with 2 years' Experience or Diploma in relevant field with 5 years' experience in implementation of Suburban Railway/Metro/Railway. Where required by the K-RIDE staff in this level shall have at least two years of experience of implementing projects next to and /or above running Lines of Indian Railway.

K5: **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 etc. K6 consists of two categories of staff. i.e, K6-A and K6-B. K6-A covers all positions other than office boy and K6-B covers office boy.

Non Key Experts Position	Civil	Mechanical	Electrical	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 K-RIDE and GC.
- **Working hours and holidays for Experts shall be as per the schedule of K- RIDE**.
- 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.
- 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 Service

Appendix D: Services and Facilities to be provided by the Client

[To be submitted in Form 3C of Section 3. Technical Proposal – Standard Forms.]

Estimates for Software and Hardware costs

The detailed feasibility report of Bengaluru suburban Railway project, Utility mapping, drone images of alignment, cross sectional levels of the existing ground, conceptual design of stations together with mobility plan, geotechnical investigation reports, detailed design of regular spans of viaduct of BSRP and grade separators (ROB/RUB), land details etc., will be furnished by the client to the successful consultant.

All software and Hardware licenses to be procured in the name of K-RIDE with due approval of K-RIDE from reputed vendors duly supported by invoice.

Software Estimates:

S No.	SOFTWARE LIST	PURPOSE OF USE	LICENSE TYPE	COST/ UNIT	Nos of license	No. of times	Amount (INR)
1	AEC Collection Auto Desk (Autocad, Revit Civil 3D, Infra works, Navis works)	Drafting, Modelling design, estimation clash detection analysis, simulation documents & report preparation.	Renewal forevery 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	Sketch Up with Subscriptionof OSM DATA	City Modelling	Non-Recurring	₹ 22,000	2	1	₹ 44,000
5	STADD PRO Advanced Subscription	StructuralDesign	Renewal for every year	₹ 1,25,000	2	5	₹ 12,50,000
6	OPEN RAIL DESIGNER Subscription	Track Geometric Design	Renewal for every year	₹ 3,50,000	2	5	₹ 35,00,000
7	Spatial Manager For Autocad	SatelliteImager	Non-Recurring	₹ 35,000	2	1	₹ 70,000
8	Primavera & Risk analysis	CPM & PERT	Renewal for every year	₹ 37,000	2	1	₹ 74,000
9	Procurement of Project Control & Information Management System similar to (n-Pulse) or Equivalent for 5 years (Cloud based)		Project Monitoring	₹10,00,00,000	Multiuser		₹10,00,00,000

K-RIDE

S No.	SOFTWARE LIST	PURPOSE OF USE	LICENSE TYPE	COST/ UNIT	Nos of license	No. of times	Amount (INR)
10	Geo technical design finite element software- PLAXIS 3D Ultimate Virtuoso subscription		Renewal for every year (Two years)	₹9,99,261	1	3 years	₹29,97,783
11	Geotechnical Data management Software – GINT Professional Plus - Subscription		Renewal for every year	₹1,50,000	1	5 years	₹7,50,000
12	Passenger simulation Software/ Legion- subscription		Renewal for every year	₹8,00,000	1	2	₹16,00,000
13	Cloud based city scale visualization of DATA (Back ground map, 3D BIM MODEL/LIDAR/TERRAIN/DRONE IMAGES) -Open Cities Planner Premium Subscription		Renewal for every year	15,00,000	Multi User	5	₹75,00,000
Total							**₹ 12,95,89,783**

Any other software (based on the requirement as approved by the client from reputed suppliers).

Hardware:

Sl. No	Level	No of Executives	System Required	System	Approximate Unit rate in Rs.	Approximate Total rate in Rs.
1	K1	24	20	Regular Laptop (RL)	₹ 90,000	**₹ 18 ,00,000**
			1	Regular Desktop (RD)	₹ 90,000	₹ 90,000
			3	AutoCAD Laptop/Workstation (AL)	₹ 1,50,000	**₹ 4,50,000**
2	K2	37	33	Regular Laptop (RL)	₹ 90,000	**₹ 29,70,000**
			4	AutoCAD Laptop/Workstation (AL)	₹ 1,50,000	**₹ 6,00,000**
3	K3	18	18	Regular Desktop (RD)	₹ 90,000	**₹ 16,20,000**
4	K4	60	50	Regular Desktop (RD)	₹ 90,000	**₹ 45,00,000**
			10	AutoCAD Laptop/Workstation (AL)	₹ 1,50,000	**₹ 15,00,000**
5	K5	15	15	Regular Desktop (RD)	₹ 90,000	**₹ 13,50,000**
5	K6	15	15	Regular Desktop (RD)	₹ 90,000	**₹ 13,50,000**
6	-	-	3	A3 Printer Multifunction	₹ 2,00,000	**₹ 6,00,000**
7	-	-	10	A4 Printer	₹ 7,000	**₹ 70,000**
8	-	-	1	Plotter	₹ 3,50,000	**₹ 3,50,000**
9	-	-	-	Server/Network with Accessories	₹ 5,00,000	**₹ 5,00,000**

Sl. No	Level	No of Executives	System Required	System	Approximate Unit rate in Rs.	Approximate Total rate in Rs.
10	-	-	-	LAN connection	₹ 2,00,000	**₹ 2,00,000**
11	-	-	-	AMC after First Year	₹ 14,00,000	**₹ 14,00,000**
	Approximate Total Rate in ₹					**₹ 1,93,50,000**
12	-	-	-	Consumable for Printer/Plotter (Cartridge & Papers)		**₹ 51,98,200**

- The plan for 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 procurement plan towards acquisition of the hardware and software shall be reimbursed based on invoices from reputed suppliers.

- The tentative list of hardware and software and its estimate is given in above.

- 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.*

K RIDE RIDE

Appendix E: Cost Estimates in Indian Rupees

List hereunder cost estimate:

1. Remuneration costs **(**Refer Form Fin-2 of section 4. financial proposal - standard forms**)**
2. Reimbursable expenditures:

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. Within 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 excluding taxes.	Reimbursement of AC taxi charges of up to 80kms for travel within the city per day
2	Key Personnel Staff (CategoryK2)		Reimbursement for Hotel accommodation/Guest house of up to ₹4000/- day excluding taxes.	Reimbursement of AC taxi charges of up to 80kms for travel within the city excluding taxes.
3	Key Personnel Staff (CategoryK3)		Reimbursement for Hotel accommodation/Guest house of up to ₹3000/- day excluding taxes.	Reimbursement of local conveyance charges of up to ₹1000/- day for travel within the city
4	Key Professional Staff (Category K4)		Reimbursement for Hotel accommodation/Guest house of up to ₹2000/- day excluding taxes.	Reimbursement of local conveyance charges of up to ₹800/- day for travel within the city
5	Key Professional Staff (Category K5 & K6)		Reimbursement for Hotel accommodation/Guest house of up to ₹1000/- day excluding taxes.	Reimbursement of local conveyance charges of up to ₹500/- day for travel within the city

KRDE

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 (Category K1and K2)	To and for, Travel by Air (economy class) will be admissible.	450
2	Key Professional Staff (Category K3 and K4)	_____ do_____	325

C DAILY ALLOWANCE FOR TRAVEL WITHIN INDIA:

Category	Daily Allowance
K1 and K2	₹ 2000/-
K3	₹ 1000/-
K4 to K6	₹ 800/-

KRIDE RIDE

Note:
Payment Daily allowance (DA) will be regulated according to the time of absence from 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%.

The ceiling for Reimbursable Expenses for GC Service Outside Project Site Office under the above head shall be restricted to ₹ 35 Million i.e., ₹ 3,50,00,000/- for the entire tenure of the contract.

Appendix F: Form of Guarantee for Advance Payment

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 issuingbank)

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, administratorsand assigns) having awarded to M/s. (hereinafter referred to the "Consultant" which expression shall unless repugnant to the context of meaning thereof. include itssuccessors. 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 above Contract 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 theclient 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 containedshall 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 forperformance of the contract by the Consultant. The Employer shall have the fullest libertywithout affecting this guarantee. to postpone from time to time the exercise of any powersvested in them or of any right

which they might have against the Employer and to exercise the same at any time in anymanner, 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 remedyor security available to the Employer. The bank shall not be relieved of its obligation underthese presents by any exercise by the Employer of its liberty with reference to the mattersaforesaid 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 underlaw 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 proceedingagainst 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 bedesired 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 ofrelease 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.”

Appendix-G

Format for Performance Security

To

The General Manager/Civil/P&D,

KRIDE .

……

WHEREAS, [Name and address of consultants]1 (hereinafter called "the consultants") has undertaken in pursuance of Contract No.dated to provide the services on terms and conditions set forth in this Contract [Name of contract and brief description of works) (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank (Nationalised / Scheduled Bank) for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we the Consultants have agreed to give such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants upto a total of [amount of Guarantee]2 [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

"This guarantee shall also be operatable at our Branch at Bengaluru, from whom, confirmation regarding the issue of this guarantee or extension / renewal there of shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs.....…… (Rs.) and the guarantee shall remain valid till ……..... unless a claim or a demand in writing is made upon us on or before all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 50 months i.e., upto 2 months beyond the expiry of consultancy contract.

"The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of client as detailed below."

Beneficiary Name:	General Manager/Civil/P&D, KRIDE.
Bank Name and Bank Address:	…….
Bank A/c No.	……..
Bank IFSC Code:	……..

Signature and Seal of the Guarantor

In presence of

Name and Designation

1. (Name, Signature & Occupation)

Name of the Bank Address

2. (Name & Occupation) Date

KRIDE
RIDE

Appendix – H

FORM OF CONTRACT PERFORMANCESECURITY (BANK GUARANTEE)

(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 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

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 theEmployer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by theEmployer 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 Employerof 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 constitutionof 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 orbefore 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 theaforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is releasedby Employer before the Expiry date.

10 The Bank agrees that its obligation to pay any amount demanded by the Employerbefore 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 theEmployer. 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]

Appendix - I

CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name Bengaluru Suburban 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: _____

KRIDE
RIDE

Appendix - J
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 bejointly 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 Banktoward 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 uponapproval 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/specialfund] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) The General Conditions of Contract.
(b) The Particular Conditions of Contract;
(c) Appendices:

Appendix A – Description of Services
Appendix B - Reporting Requirements
Appendix C - Key Personnel and Sub-consultants
Appendix D - Services and Facilities to be provided by the Client
Appendix E - Cost Estimates in Indian Rupees
Appendix F - Form of Bank Guarantee for Advance Payments
Appendix G - Format for Performance Security
Appendix H - Form of Contract Performance Security (BANK GUARANTEE)
Appendix I - Contract for Consultant's Services
Appendix J - Form of Contract TIME-BASED
Appendix K - Form of Contract Agreement

In the event of any inconsistency between the documents, the following order of precedence shall prevail: The Particular Conditions of Contract; the General Conditions of Contract, including of section 6; Appendix A of Section 8 to Appendix E of Section 7. 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 beas set forth in the Contract, in particular:

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

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to besigned 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]

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to besigned 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 whichcase 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 theJoint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture][add signature blocks for each member if all are signing]

KRIDE
RIDE

Appendix - K

FORM OF CONTRACT AGREEMENT

Engagement of General Consultant for Bengaluru Suburban Railway Project(BSRP)

CONTRACT No. _____

This AGREEMENT (hereinafter, together with all the appendices/attachments attachedhereto called the "Contract") is made on the_____day of _____, 2021, between the _____ on the one part (hereinafter called the "Employer") acting through the General Manager/Civil/P&D, 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.

KRIDE

WHEREAS

A) Rail infrastructure development company (Karnataka) Ltd. has been established as a Joint Venture of Government of Karnataka and Ministry of Railways under the Companies Act 1956/2013 to develop, mobilize resources and implement Rail projects in the state of Karnataka.

B) The Employer has requested the Consultant to provide consulting services towards General Consultancy for implementation of Bengaluru Suburban Railway Project (BSRP)"

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 (suchwork 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.

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 ofthe 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 herebycovenants 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 thecontract at the time and in the manner prescribed in the contract.

KRIDE

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 requiredor permitted to be executed under this Contract may be taken or executedon 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 havebeen 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

_____

_____

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) calendardays 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 withrespect hereto.

Clause 11. Miscellaneous.

a) No delay in exercising or omission to exercise, any right, power or remedyaccruing to their party under this contract upon any default shall impairany such right, power or remedy, or be construed to be a waiver thereof oran acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other subsequent default.

b) The Particular 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.

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 aspart 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 Submissionof *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 besigned 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)

--00--00--00—

KRIDE