REQUEST FOR PROPOSALS

IFB No: K RIDE/BSRP/09/2021 **Date: 24.09.2021**

Name of Work

Engagement of transaction advisory services (TAS) for selection of entity for procurement, operation & maintenance of Rolling Stock on PPP model for Bengaluru Suburban Rail Project.

Client:
Joint General Manager/Mechanical,
RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Country: India
Issued on: 24nd 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: 91-6364890840, E-mail: jgmrs@kride.in

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REQUEST FOR PROPOSAL (RFP)

Engagement of transaction advisory services (TAS) for selection of entity for procurement, operation & maintenance of Rolling Stock on PPP model for Bengaluru Suburban Rail Project.

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RAIL INFRASTRUCTURE DEVELOPMENT COMPAN (KARNATAKA) LIMITED,

#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall,

Rajajinagar 1st Block, Bengaluru-560010 **E-mail: jgmrs@kride.in**

No. - K-RIDE/BSRP/09/2021 Date: 24-Sep-2021

TENDER NOTIFICATION
(E-procurement)

Engagement of transaction advisory services (TAS) for selection of entity for procurement, operation & maintenance of Rolling Stock on PPP model for Bengaluru Suburban Rail Project.

1. The Joint General Manager/Mechanical, Rail Infrastructure Development Company (Karnataka) Limited invites technical and financial proposals from reputed Consulting Firms for Preparing Engagement of transaction advisory services for selection of entity for procurement, operation & maintenance of Rolling Stock on PPP for Bengaluru Suburban Rail Project.

RFP No.	Details of the Contract	Period of Consultancy Services
K-RIDE/ BSRP/ 09/2021	Engagement of transaction advisory services (TAS) for selection of entity for procurement, operation & maintenance of Rolling Stock on PPP model for Bengaluru Suburban Rail Project.	12 months

2. E- proc. Indent No. K-RIDE/BSRP/09/2021*, Date: 24-Sep-2021*

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

4. Interested applicants may access bidding documents (RFP) from the e- procurement portal https://eproc.karnataka.gov.in from 24-Sep-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 5th Oct 2021 at 11.30. Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before1st 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
Tel: 91-6364890840, E-mail: jgmrs@kride.in

7. Last date for submission of Technical & Financial proposals is 25 -10-2021, 15.00 Hours
8. Opening of Technical Bid is on 26-10-2021 at 15.30 Hours and Financial Bid will be open on or after 8/11/2021
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 Newspapers and further changes will be updated only on https://eproc.karanataka.gov.in portal / K-RIDE Website* ***https://www.kride.in***

Sd/-
Joint General Manager
Mechanical
K-RIDE, BANGALORE

SECTION-1

LETTER OF INVITATION

SECTION 1. LETTER OF INVITATION

Bangalore
Dated: 24-09-2021

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 with the objective of increased, more efficient, and sustainable movement of people through “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 - Standard Form of Contract

Yours sincerely,

Sd/-
Joint General Manager
Mechanical
K-RIDE, BANGALORE

SECTION-2

INFORMATION TO CONSULTANTS (ITC)

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 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.

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:

1.8.1. defines, for the purposes of this provision, the terms set forth below as follows and as specified in Data Sheet.

a) "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; and

b) "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 to deprive K-RIDE of the benefits of free and open competition.

1.8.2. 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;

1.8.3. 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

1.8.4. Will have the right to require that, K-RIDE 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 1.8.3.

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 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:

1.15.1. Bidders are required to enrol on the Karnataka public procurement portal (https://eproc.karnataka.gov.in) With clicking on the link "Online bidder Registration" on the e-procurement Portal by paying the Registration fee.

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

1.15.3. 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.

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

1.15.5. 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.

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

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

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

1.15.9. 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 e-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 addenda. Addenda shall be uploaded in e-procurement portal and will be binding

on all invited consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

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:

3.3.1. 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.

3.3.2. 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.

3.3.3. 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.

3.3.4. Proposed key professional staff must have minimum experience indicated in the Data Sheet.

3.3.5. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. Refer Data sheet for further information.

3.3.6. 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):

3.4.1. 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.

3.4.2. 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).

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

3.4.4. 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).

3.4.5. 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 (7) years.

3.4.6. 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).

3.4.7. 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.

3.4.8. Any additional information requested in the Data Sheet**.**

3.5. The Technical Proposal shall not include any financial information.

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) 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, RECEIPT 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. An 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

4.4.1. 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.

4.4.2. 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 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.

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 break-up of their financial proposal in the format given in "Section 4–Financial Proposal Standard Forms" at the time of opening of financial proposals in e-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 costed all items of the corresponding Technical Proposals, if not, the Client will cost 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.

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 next ranked Consultant to negotiate a Contract. The process will be repeated till an agreed contract is concluded.

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 (DS)

Information to Consultants

Para Ref.	
1.1	The name of the Client is**:** Joint General Manager/Mechanical, Rail Infrastructure Development Company (Karnataka) Limited Address: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Tel: 91-6364890840, **E-mail:** jgmrs@kride.in
	The method of selection is: Quality Cost Based selection (**QCBS)**
1.2	The consultants are required to submit technical proposal and financial proposal separately through e-portal. Name of the assignment is: Engagement of transaction advisory services (TAS) for selection of entity for procurement, operation & maintenance of Rolling Stock on PPP model for Bengaluru Suburban Rail Project. by QCBS Method
1.3	The Assignment is Phased: No
1.4	A pre-proposal conference will be held. The Date, Time and venue are as below: Date: As notified in e-procurement portal Time: 11.30 Hrs Venue: In the client's 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: (a) **"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 (b) **"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the 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". (c) **"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 (d) **"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 Section-6 (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 English Language. 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.

Additional Para 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: 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 together, or through one or more juridical person, has a **controlling ownership interest** * or who exercises **control** through other means.

Explanation: -

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

b. "**Control**" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue 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 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.
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. General experience for the period of years stated in Tender document (Instructions to Tenderers: the firms should have the skills and experience to provide both commercial/ technical and legal service in PPP transaction). for at least for a period of 5 years prior to the date of submission of application.

ii. Adequate sources to meet financial commitments on the other contracts.

iii. 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).

iv. 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).

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

vi. 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 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 /Consortium members (iii) 3K. Format for Power of Attorney to Lead Member and Authorised Representative of Joint Venture/ Consortium (iv) 3L. Draft Memorandum of Understanding (Mou[1]) For Joint Venture / Consortium 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 Last 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 Along 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.
3.8	Proposals must remain valid for 18**0 days** after the deadline date for submission of proposals as notified in e-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 e-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
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 e-portal. The evaluation will however be based on the Technical Proposal documents uploaded in e-portal only.

4.4	**The para 4.4 to be read as:** Proposal Opening: i) The technical Proposals will be opened in the e-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 e-procurement portal. The address is same as indicated in Para 1.1 above The Technical Proposals will be opened in the e-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 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: Minimum Eligibility Criteria The bidder should have the Minimum** To be eligible for evaluation of its Proposal, the firms should have the skills and experience to provide both commercial/ technical and legal service in PPP transaction **Eligibility Criteria as under:** **5.3 A. Work Experience:** The bidder will be qualified only if they have completed at least one **Similar Work as defined in 5.3.D** of minimum value of **₹ 79,80,000/-** during last **seven years** ending last day ofthe month previous to the one in which tender is invited. Value of successfully completed phases of any ongoing 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 5.3.1 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 ₹ 68,40,000/- or more. Or ii. At least two **"Similar Works" *** each of value ₹ 91.20,000/- or more Or iii. At least one **"Similar Work" *** of value ₹ 1,36,80,000/- or more **NOTE:** Work experience under 5.3A will also be counted towards experience under 5.3B above. **5.3.D Similar nature of work:** Consultancy assignment, for preparation of revenue model and preparation of transaction/bid documents for A. A project is undertaken through public-private partnership (PPP) or other forms of private participation such as leasing or long-term service agreement or long-term procurement agreement, involving at least 100 railway/metro coaches Or B. A project that is undertaken in the airline sector, where the financial transaction through public-private partnership (PPP) involves project cost of ₹ 1000 crores. Or C. Privatization or disinvestment of government-owned companies in India involving the transfer of management control to a private sector entity where the financial transaction involves payment of ₹ 1000 crores.
	Notes: • 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, 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 inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees.

- In case of joint venture, 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. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned or through subcontractor approved by K-RIDE or jointly i.e., partly himself and remaining through subcontractor, with prior approval of K-RIDE in writing.

- 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 ₹ 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 Capacity: 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 ₹ 40 lakhs 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 Assets and submitted Banking references will be considered for working out the Liquidity. The banking reference should be from a Scheduled Bank in India or in case of foreign parties from an international bank having operations in India as acceptable to K-RIDE and it should not be more than 3 months old as on date of submission of bids. The bidder shall fulfil this criterion by Lead Member/JV. **(ii) Turnover from Consultancy Services:** The tenderer must have received payments from consultancy services only in the last three financial years and a current financial year up to the date of indentation of tender, at least 150% of the advertised value of the tender, which amounts to ₹ 3,42,00,000/-. 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. **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.
	Notes: i) Financial data for latest last five audited financial years has to be submitted by the bidder in Form 3N (Financial data) & Form 3 O (Financial data for last 5 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 '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any **year other than** the last year is not submitted, the tender may be considered as 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 last day of month previous to the one in which tender is invited, but completed, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials for item 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 if the cost of part completed work/component is more than required for fulfilment of credentials for Item 5.3 A.

4. Work completed to the tune of 80% or more, of single contract, as certified by the Client, will be considered as substantially completed work and will be considered as a Similar Work if the consultancy fees received is not less than the value specified in clause 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 PVC amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

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

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, he credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which

	include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc. 9. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 7 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc. 10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners. 11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor. 12. 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 it is without any change in their value. 13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB. 14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm. 15. In case company A is merged with company B, then company B would get the credentials of company A also.
	Stage-2 Technical Evaluation **Bids that qualify the criteria set for Technical Capacity shall be evaluated for technical marks as per the following criteria:**

A & B Firm Experience: 50 Marks

S. No	Technical Evaluation Criteria	Description	Documentary Proof	Marks
A1	Turnover	If the Bidders average annual turnover is i) 10 Cr. - 30 Cr. - 2 marks OR ii) >30 Cr. - 50 Cr. - 3 Marks OR > 50 Cr. - 5 Marks	Extracts from the Balance sheet and Profit & Loss and Certificate from the statutory auditor/Chartered Accountant.	5
A2	Bidder experience	Work Experience of having executed as per 5.3D. A. If any of the above claimed project is in the range of i. Rs.1 Cr -< Rs.1000 cr - 5 mark OR ii. Rs.1000 Cr - Rs.2500 Cr – 8 marks OR iii. above Rs.2500 Cr. - 10 marks B. If any of the above claimed project is in Metro/Rail sector additional 10 marks	Work Order issued by the client/Completion Certificate / go-live certificate from the organization.	20
A3	Quality Certification	CMMI Level 3 = 2 marks OR CMMI Level 3 + ISO 9001 = 3 marks OR CMMI Level 5 + ISO 9001+ ISO 27001 = 5 marks	Copy of the valid certificate from an Authorized agency.	5
A5	Cumulative fee received in assignments in the past three years by the firm in India including PVC (for both	₹ 3.5 Crores and above – 5 Marks Below ₹ 3.5 Crores proportionate score		10

	completed / Substantially completed assignments)	If any of the above claimed project is in Metro/Rail sector additional 5 marks		
B	Presentation & Demonstration			10

C Team Composition				**50**
S. No.	**Key Personnel**	**Minimum Qualification**	**Experience & Eligible Assignments**	**Max. Marks**
C 1	Financial Expert	CA	Minimum Professional experience = 20 years He should have led the financial team in preparation of the revenue model and bid documents for 3 (THREE) Eligible Assignments as specified in Clause 5.3 D of which at least 1 (ONE) should be Rolling Stock PPP Projects.	20
C 2	Legal Expert	Graduate degree in Law	Minimum Professional experience = 15 years He should have worked as a legal expert in 3 (three) Eligible Assignments as specified in Clause 5.3 D, and at least 1 (two) should be Rolling Stock PPP Projects	10
C 3	Rolling Stock Expert	Post Graduate in Degree in Mechanical / Electrical Engineering or Equivalent with.	Minimum Professional experience = 5 years He should have worked as a sector expert in 3 (three) Eligible Assignments as specified in Clause 5.3D, and at least l(one) should be Rolling Stock PPP Projects.	15
C 4	Associate Consultant	CA/ICWA	Minimum Professional experience = 5 years He should have worked as a member of a financial team in preparation of revenue model and bid documents for at least 2(two) Eligible Assignments as specified in Clause5.3D.	**5**
	Total Marks			**100**

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

The number of points to be assigned to each of the above positions under team composition or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

1.	Minimum qualifications		25%
2.	Adequacy for the assignment		75%
	As per(5.3 D) the eligible assignment	50 %	
	1 or more eligible assignment in metro/rail sector	Additional 25%	
	Total weight		100 %

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

The Total marks shall be awarded after evaluation of the Technical Proposal which form the Technical Score, (St) of the Bidder. *The writeup on the proposed approach and methodology should be a maximum of 20 pages in Arial font size 11

Price Bid Evaluation:
Price Bids of only the Bidders who score a minimum TS of 70 (the “Qualified Bidder”) shall be opened.

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

The Employer shall simultaneously notify the Bidders that have scored a ‘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 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 **Note:** The Bidder shall have an office in Bangalore or shall set up an office after the award of the work. All the experts shall be made available throughout the project period by the bidder. The bidder shall deploy non-key experts and support staff, for the execution of the work, in the addition to the above key experts. For the presentation of Approach & Methodology, Bidders meeting the eligibility criteria will be invited and Bidder shall make the presentation in the presence of his team representatives. The date and time for the presentation will be intimated to the Bidders by K-RIDE. The Total marks shall be awarded after evaluation of the Technical Proposal which form the Technical Score, (St) of the Bidder.
	The Consultant 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; iii. 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 iv. The bidder or any of its constituents has been imposed delay damages of 5% or more of contract value by K-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned 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. v. 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 at any later stage of the insolvency process on the deadline of submission of bids or thereafter till finalization of bids. vi. 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 vii. 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. viii. 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 e-procurement portal on the date and time, as will be intimated to the consultants ahead of opening. Tentative date is 1.11.21**
5.6	**The formula for determining the financial scores is the 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 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 special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected **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. 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 subject to para 7.1.1 (2) & (3) below. In case of more than one bids are evaluated to have equal combined score the one having the highest Technical score will be declared as substantially responsive to the bidding document. 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. 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 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 Datasheet - Qualification and Evaluation criteria, shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the bidder under this bidding document and to discuss issues such as availability and deployment of Key Expert(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may be resorted to. *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 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 **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 Bangalore. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract**.** 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 15st Nov 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.

The Eligibility Criteria shall met as under (For Note kept under para 5.3.2**)**

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

SECTION-3

TECHNICAL PROPOSAL - STANDARD FORMS

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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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 Transaction Advisory Services (TAS) for selection of entity for procurement, operation & maintenance of rolling stock for Bengaluru suburban rail project on PPP model in accordance with your Request for Proposal dated [24/09/2021], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal Submitting through e-Procurement portal.

We hereby declare that:

i) 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.

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

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

iv) 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

v) 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 (K-RIDE) 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; 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 lient.

vi) Except as stated in the Special 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 Special conditions of contract maylead to the termination of Contract negotiations.

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

viii) 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.

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, if applicable}

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

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

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

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/Rolling Stock, 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>

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.

3C 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.

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

3E TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Staff

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

2. 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 Qualification:

[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.]

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 seven 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:

(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: _____

3G TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

(The Deployment Schedule of the key personal shall be adequate to ensure the adherence of activity schedule contained in 3H)

3H ACTIVITY (WORK) SCHEDULE

Sl no	Mile Stone	Days	
1	Issue of LOA	D	
2	Fulfilling clause 1A	D+90	
3	Fulfilling clause 1B	D+60	
4	Floating of rolling stock tender.	D1	
5	Fulfilling clause 1C	D1+30	
6	Opening of rolling stock tender.	D2	
7	Fulfilling clause 1D	D2+30	
8	Successful award of rolling stock tender.	D3	
D, D1, D2, and D3 are independent days, depend upon the stages of contracts.			

3I BID Security Declaration Form (BDF)

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

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

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

***Notes:**

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

b) 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._____being .....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.

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

Dated this the …… Day of …….. 20..…….

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

Witness 1:
Name:
Address:
Occupation:

Witness 2:
Name:
Address:
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

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

M/s …….. having its registered office at .....(hereinafter referred to as _____) acting as the Lead Member of the first part,

and

M/s ……. having its registered office at _____ (hereinafter referred to as _____') in the capacity of a Joint Member of the other part.

and

M/s ……. having its registered office at _____ (hereinafter referred to as _____') in the capacity of a Joint Member of the other part.

and

M/s ……. having its registered office at _____ (hereinafter referred to as _____') in the capacity of a Joint Member of the other part.

and

M/s ……. having its registered office at _____ (hereinafter referred to as _____') in the capacity of a Joint Member of the other part.

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

WHEREAS:

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

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

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

    iii) Any Addendum/ Corrigendum issued by RAIL INFRASTRUCTURE

DEVELOPMENT COMPANY (KARNATAKA) LIMITED.

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

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

3. M/s ..... shall be the lead member of the JV 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) ……

(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) ……

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.

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. **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:

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

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

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

Witness

1…… (Name & Address)

2…… (Name & Address)

3M CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form 3M: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub- consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

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

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

B - Consultant's Experience

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

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

3N **FINANCIAL** DATA

(WORKS DONE DURING THE LATEST THREE 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 3 Audited Financial Years		
		Year 2018-2019	Year 2019-2020	Year 2020-2021
1	2	3	4	5
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 3 years i.e. **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

3O FINANCIAL DATA FOR LAST 3YEARS

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 3 Years (Indian Rupees)		
		Year 2018-2019	Year 2019-2020	Year 2020-2021
1.	Total Assets			
2.	Current Assets			
3.	Total External Liabilities			
4.	Current Liabilities			
5.	Annual Profits Before Taxes			
6.	Annual Profits After Taxes			
7.	Net Worth [=1 - 3]			
8.	Liquidity [=2 - 4]			
9.	Annual turnover (from consultancy)			
10.	Gross Annual turnover			

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

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

(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 3 years i.e., , 2018, 2019 and 2020.

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

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

3P 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.

3Q 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 up to 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 up to a period of five years.

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

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

Verified on_____day of_____at_____that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.

(SEAL AND SIGNATURE OF THE BIDDER)

*Modify the contents wherever necessary, in terms of 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_____, 2021

For- _____

Authorized Signatory Signature _

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

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 BIDDER)

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

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.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

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.

Yours sincerely

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

Address:

4B. SUMMARY OF COSTS

No.	Description*	Amount (crores)
I	Total Lumpsum offer for deliverables, including GST	₹ 1.933
II	Fixed expenses including GST	₹ 0.347
	Total	**₹ 2.280**

Note:

1. **Consultant should quote a lumpsum value for providing Deliverable as ₹(-------) including GST & other statutory charges in the Financial Bid only.**
2. **Payments will be made in Indian Rupees only.**

SECTION-5

TERMS OF REFERENCE (TOR)

SECTION 5.

TERMS OF REFERENCE (TOR)

PROJECT BACKGROUND:

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE) having its corporate office at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, was incorporated as a joint venture between Government of Karnataka and Ministry of Railways. Government of India for infrastructure development of Railways in Karnataka with 51:49 equity participation. K-RIDE has been mandated to undertake the development of the Bengaluru Suburban Railway Project (BSRP), at a total cost of ₹ 15767 crores. Under the condition of sanction of Bengaluru Suburban Rail Project, it was instructed that “procurement and operation (with onboard train staff only) and maintenance of rolling stock should be kept on PPP mode”. This mandates KRIDE to explore different PPP models for procurement and Operation & Maintenance of Rolling Stock. K-RIDE is planning to engage Transaction Advisory Services (TAS) for selection of entity for procurement, operation & maintenance of rolling stock for Bengaluru suburban rail project on PPP model.

1.0 SCOPE OF WORK,

The scope of work will be inclusive of a minimum of the following items but not restricted.

A. PRE-TENDERING PROCESS.

I. Project Structuring

a. Primary data collection for all cost components including, Basic Capital Cost estimates, Financing Cost, O&M Cost estimates including replacement cost, insurance cost, risk assessment, and any other cost, etc.

b. It shall be the consultant responsibility to establish and justify all the costs with convincing reason and coordinate with stakeholders of K-RIDE i.e., GOK & MOR for getting it approved within time period as approved by K-RIDE.

c. Approval of the PPP committees of GOI & GOK as applicable, by the consultant with K-RIDE association as required. Along with any other statutory approval regarding cost approval and PPP tendering.

d. Review of existing Rolling Stock PPP/ Leasing models in the world, including DMRC's Rolling Stock Leasing Model;

e. Based on the above, examine various implementation options, and develop the most optimal PPP model suitable for the implementation of the project in compliance with the strategic objectives of KRIDE.

f. Defining KRIDE's role in the proposed PPP project.

g. Developing and providing detail of the legal architecture and design of the transaction, identifying

h. Type of PPP contract to be used (e.g., concession, management contract, EMI or lease, etc)

1. Interaction required with concerned authorities in connection with RS-PPP approvals.

2. Investment plan & commitment required;

3. Basic project structure encompassing roles and responsibilities of each stakeholder, monitoring mechanisms, key performance indicators, institutional & regulatory framework for implementation, and risk allocation framework for risks during all project stages.

4. Stakeholder consultation to identify their concerns in the proposed project structure;

i. Recommendation of final project structure and identify milestones and prepare a suitable implementation plan for successful implementation of the project.

j. Prepare a consolidated list of PPP-related approvals (if required)/ consents/ clearances required from government instrumentalities for the Project and assist in obtaining such approvals and issues related thereto for the project.

II. Financial Appraisal

a. Identifying & collecting data required for the financial appraisal;

b. **Assessment of completed project cost**: Based on quotations received from manufacturers and primary data as per clause 1A-Ia above, implementation schedule, and other soft costs, the completed project cost shall be assessed;

c. **O&M Cost Estimation**: Based on the quotations received from operation & maintaining agencies and primary data as per clause 1A-Ia above, maintenance schedule, and other necessary services required, the year-wise O&M cost including spares replacement shall be assessed;

d. **Revenue Estimation**: Based on the proposed model, the required lease revenue and/ or revenue from users based on traffic revenue estimated in DPR + primary data as per clause 1A-Ia above, shall be assessed;

e. **Return Analysis**: Based on completed project cost, revenue & lifecycle O&M cost, the contractor shall prepare an excel based financial model indicating the return on the project through DCF or other techniques approved by KRIDE to establish the likely Financial Internal Rate of Return from a private investors point of view;

f. Identify key revenue drivers and conduct sensitivity analysis to assess the impact of changes in the key revenue drivers on the viability of the project.

B. TENDER DOCUMENT PREPARATION.

I. Preparation of Request for Qualification document, based on Model RFQ document for PPP project issued by Planning Commission (2014) if applicable;

II. Assisting/reviewing technical specifications.

III. Preparation of draft, Request for Proposal (RFP)/ tender document/ corrigendum based on the Model RFP document for PPP project issued by Planning Commission (2014) if applicable, including drafting of Contractual Framework between KRIDE & Private Entity based on similar prevailing models;

IV. Submission of final RFP and draft Agreement including technical schedules for issue;

C. TENDERING STAGE

I. Assisting in Preparation of evaluation report summarizing the applications received vis-à-vis the qualification requirements specified in the RFQ

II. Consultation with shortlisted applicants to identify their concerns in the bid documents & technical requirements;

III. Assistance during the pre-bid process, such as in the drafting of replies & necessary corrigendum's;

D. TENDER EVALUATION STAGE.

I. Assist in preparation of evaluation report summarizing the bids received vis-à-vis the requirements of RFP.

II. Assist the Authority during the issue of letter of award to the Selected Bidder and finalization of the Concession Agreement to be signed with the Selected Bidder.

2 Schedule For Completion of Tasks and payment to be made to the transaction advisor:

Sl no	Mile Stone	Days	% Of fee
1	Issue of LOA	D	10
2	Fulfilling clause 1A	D+90	40
3	Fulfilling clause 1B	D+60	10
4	Floating of rolling stock tender.	D1	
5	Fulfilling clause 1C	D1+30	10
6	Opening of rolling stock tender.	D2	
7	Fulfilling clause 1D	D2+30	10
8	Successful award of rolling stock tender.	D3	20

D, D1, D2, and D3 are independent days, depend upon the stages of contracts.
Note:

- If the tender is not awarded (SL no 8) due to administrative reasons, D3 is assumed completed for payment of consultant.
- In case of Cancellation /retendering at any stage, due to reason attributed to the consultant at any stage, all the stages have to be reworked from Sl. No. 3 above, by the consultant at no additional cost.

3 Contract Period - Estimated time of completion of this contract is 12 months.

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

- Already available data required for carrying out assigned task will be provided on written request (subjected to copy wright and confidentiality).
- Employer on request of the consultant, 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.
- Facility of board room is provided for presentation and meetings, required for Current assignment (subjected to availability).

5 CODE OF CONDUCT

A minimum requirement for the Code of Conduct shall be applicable to transaction advisors, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:

- Project reports e.g., ESIA/ESMP any particular requirements
- Consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)
- Required standards including the Bank's EHS Guidelines, if any
- Relevant international conventions, standards or treaties, etc., national, legal and/or regulatory requirements and standards (where these represent higher standards than the Bank's EHS Guidelines)
- Relevant standards e.g., Workers' Accommodation: Process and Standards
- Relevant sector standards e.g., workers' accommodation
- Grievance redress mechanisms.

The types of issues identified could include risks associated with 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 Experts that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Consultant's Experts, the Client's personnel, and the Contractor's personnel, including sub-contractors and day workers (for example, on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)
5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or 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 prohibition of 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 with children, and ensuring their safety in project areas)
- Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
- Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
- Respecting reasonable work instructions (including regarding environmental and social norms)

6 PROCEDURE FOR REVIEW & FINAL OUTPUTS THAT WILL BE REQUIRED OF THE CONSULTANT

The consultant shall prepare the 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. All the approved final documents to be given in 4 number of hard copies.

7 COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK

The transaction advisor 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.

This steering committee will meet every month in order to deal with the review of working.

Annexure 1:
The Tentative Deployment of Resource is given in table below:

Note:

The details of manpower deployment i.e., the position, the numbers and man months given in the Terms of the reference are tentative. The TA 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.

S. No	Category	Position	Nos.	Man Months per Consultant	Total Man-Months
Key Experts:					
1		Financial Expert			
2		Legal Expert			
3		Rolling Stock Expert			
4		Associate Consultant			
5		Support Staff			
	TOTAL				

SECTION-6

CONTRACT FOR CONSULTANCY SERVICES

SECTION VI:
CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

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

_____, 202____ , 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;

(c) the Client has received [or has applied for] a loan [or Special Fund] from the Bank toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/special fund] to eligible payments under this Contract, it being understood that

(i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank;

(ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/special fund] agreement, including prohibitions of withdrawal from the [loan/special fund] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United
Nations Security council taken under Chapter VII of the Charter of the United Nations; and

(iii) no party other than the Client shall derive any rights from the

[loan/financing/special fund] agreement or have any claim to the [loan/special fund] proceeds

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Particular Conditions of contract (hereinafter called "PCC");

(c) The following Appendices:

Appendix A - Terms of Reference
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 Consultants Services 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 Special Conditions of Contract; the General Conditions of Contract, including Attachment 1 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.

[*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)

[***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)

II. 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

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 **PCC** 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**

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 upto 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 Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

b) if the Consultants (or any of their Members) become insolvent or bankrupt;

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 (60) days; or

d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
For the purpose of this clause:

"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 and 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:

(a) such rights and obligations as may have accrued on the date of termination or expiration;

(b) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

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

(d) 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.

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.

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 GC 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.

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 6.1I 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 6.2I.**

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**.

III. 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: jgmrs@kride.in **Consultant:** _____ Attention : _____ Facsimile : _____ E-mail : _____ Authority of Member in Charge **with** Phone and E-mail. (as per additional clause-6) _____
1.5	The Services shall be performed in Bengaluru.
1.6	**The Authorized Representatives are:** **For the Client:** Joint General Manager Mechanical 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 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. 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 change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or

	in the judicial or official governmental interpretation of such laws of India; or the commencement of any Indian law which has not entered into effect until the date of submission of proposal; or 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.
	OTHER CONDITIONS: a. The rate quoted must be inclusive of GST and applicable taxes, Cost of boarding, traveling and other related expenses for the purpose of consultancy services excluding those mentioned in clause b below. b. KRIDE will bear the cost of advertising, statuary fee, cost of holding meetings at KRIDE office excluding travelling expenses. *c.* ***The data/ report submitted by transaction advisor is subjected to evaluation of general consultant of KRIDE. If there is a considerable difference of opinion a joint meeting will be held at KRIDE office, the decision of KRIDE is final and binding****.* *d.* ***In case the transaction advisor for Rolling Stock and General consultant is the same, all estimated costs should be validated by a third party, at the cost of the General consultancy service provider****.* e. Transaction advisor shall not provide its service for any assignment that by nature, may conflict with this assignment for any other entity. f. Transaction advisor shall provide professional, objective, and impartial advice at all the time holding KRIDE's (BSRP) interest paramount, strictly avoiding conflicts with other assignment or transaction advisors' other corporate interests. g. Transaction advisor ensures that data/ information/interpretation collected for BSRP, or selection of Lessor will be strictly confidential and will not be disclosed/used, without permission of KRIDE.

	All the Reports and documents/data/information submitted by the advisor are intellectual properties of KRIDE and have the full right over it for any purpose
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). after the date of 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** (12 months)
Force Majeure **Additional Para 2.5.1.1 Definition**	Subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government Agencies. 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
2.7.5/2.7.6	Payment will be made as per clause 2 of terms of reference
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. 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 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 (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	The other actions are: "Taking any action under the contract for which the written approval of the Client is required"
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.
3.9	No equipment, vehicle and materials will be provided by KRIDE hence this clause of GC is deleted.
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. 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 2 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 K-RIDE. 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 tender document.
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 replacement. 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,.
Additional Paras of 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 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
6.4	No advance payment will be made hence this clause of GC is deleted
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, **Para 7.3** shall apply
Additional Para 7.3	**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 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	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-2	**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 GC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the 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 3	**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-4	**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-5	**Termination of Contract for Failure to become Effective**: If this Contract has not become effective within such time period after the date of Contract signature as specified in the PCC, 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-6	**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-7	**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
Additional Clause-8	**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-9	**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 Bangalore 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: Canara 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.
	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 Ccontract 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. 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
	• 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 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
	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.
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. 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-16	**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) Special Conditions of Contract x) The General Conditions of Contract xi) The consultant's proposal and Any other document forming part of the contract.

IV. APPENDICES

Appendix A: Description of services

[Give detailed descriptions 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.]

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".]

Appendix C:

Key Personnel and Sub-consultants

Job description, level, maximum age, minimum educational qualifications and experience of Keyexperts.

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 2 Qualification and Evaluation Criteria).

2. This annexure supplements the activities to be performed under the scope of workmentioned in section (refer-section-2 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 as per the table 1 below

TABLE - 1

S. No	Position	Nos.	Max. Age as on 1.7.21 *	Min. Qualification	Minimum Experience
1	Financial Expert	1	65	CA	Minimum Professional experience = 20 years He should have led the financial team in preparation of the revenue model and bid documents for 3 (THREE) Eligible Assignments as specified in Clause 5.3 D of which at least 1 (ONE) should be Rolling Stock PPP Projects.
2	Legal Expert	1	65	Graduate degree in Law or Equivalent.	Minimum Professional experience = 15 years He should have worked as a legal expert in 3 (three) Eligible Assignments as specified in Clause 5.3 D, and at least 1 (two) should be Rolling Stock PPP Projects
3	Rolling Stock Expert	1	65	Post Graduate in Degree in Mechanical/Electrical Engineering or Equivalent	Minimum Professional experience = 5 years He should have worked as a sector expert in 3 (three) Eligible Assignments as specified in Clause 5.3D, and at least l(one) should be Rolling Stock PPP Projects.
4	Associate Consultant	1	65	CA/ICWA	5 years of experience. should have worked as a in 3 (three) Eligible Similar Assignments and at-least 1 (one) should be Rolling Stock PPP Projects.

Appendix D: deleted

Appendix E: deleted

Appendix F: deleted

Appendix-G

Format for Performance Security

To

The Joint General Manager/Mechanical,

K-RIDE.

……

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 Bangalore, 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: Joint General Manager/Mechanical, K-RIDE .

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

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 Joint General Manager/Mechanical,
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 giveguarantee 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]

……..[Designation]

……..……

[P/Attorney] No.

……

……..Bank's Seal

[P/Attorney] No.……
Witness:

1. *Signature*
   Name & Address & Seal

2. *Signature*
   Name & address & Seal

Note:

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

2. *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

3. *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of of their respective percentage share specified in the JV Agreement. The percentage share of M/s [**Insert Name of the JV Partner**]in the JV is [**Fill share % in the JV**] percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

Appendix - I

CONTRACT FOR CONSULTANT'S SERVICES

Project Name **Bengaluru Sub-urban Railway Project (BSRP)**

Assignment Title: Transaction Advisory Services (TAS) for selection of entity for procurement, operation & maintenance of rolling stock for Bengaluru suburban rail project on PPP model

Contract No. _____

between

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY {KARNATAKA)LIMITED

and

[*Name of the Consultant****]***

Dated: ____

Appendix-J
Form of Contract -

(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 Special 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 **deleted**
Appendix E — Cost Estimates in Indian Rupees **deleted**
Appendix F — Form of Bank Guarantee for Advance Payments **deleted**
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 Consultants Services 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 Special Conditions of Contract; the General Conditions of Contract, including Attachment 1 of section 6; Appendix A of Section 6 to Appendix K of Section 6. 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]

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

Appendix - K

FORM OF CONTRACT AGREEMENT

Transaction Advisory Services (TAS) for selection of entity for procurement, operation & maintenance of rolling stock for Bengaluru suburban rail project on PPP model.

CONTRACT No. _____

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the "Contract") is made on the _____ day of _____, 2021, between the _____ on the one part (hereinafter called the "Employer") acting through the Joint General Manager/Mechanical. and _____ in association with _____ (hereinafter [jointly] called the "Consultant") on the other part [notwithstanding such association] the Consultant will be represented hereunder at all times by _____ which will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's services to be performed hereunder.

WHEREAS

A) Rail infrastructure development company (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 for "Engagement of transaction advisory services (TAS) for selection of entity for procurement, operation & maintenance of Rolling Stock on PPP model for Bengaluru Suburban Rail Project

C) The Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

Clause 1. Services.

The work to be performed by the Consultant under the Contract (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.

Clause 4. Commencement Date.

The Consultant shall commence the Services within Fifteen (15) calendar days after the issue of LOA except when the Employer notifies for commencement of services for a later date.

Clause 5. Date of Arrival.

The Consultant shall promptly inform the Employer of the date of arrival 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 hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the contract.

(b) The Employer hereby covenants to pay the Consultant in consideration of the provision of services for completion of the project, the contract price or

such other sum as may become payable under the provisions of the contract
at the time and in the manner prescribed in the contract.

Clause 7. Accounts for Payment:

All payments under this Contract shall be made to the following account ofthe 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 Joint General Manager (Mechanical),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 remedy accruing to their party under this contract upon any default shall impairany such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in any default, affect or impair any right, power or remedy of such

party in respect of any other subsequent default.

(b) The Special Conditions of Contract and documents attached hereto, which including this Agreement collectively constitute this Contract (as defined hereinabove) are each integral and substantive parts of this Contract and are fully binding on each of the parties.

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)