



**REQUEST FOR PROPOSALS  
(Time based)**

**IFB No: K RIDE/BSRP/14/2022**

**Date: 13.07.2022**

**Name of Work**

**Consultancy Services for valuation of structures to be  
acquired for Bengaluru Suburban Railway Project**

**Client:**

**General Manager/Civil/L&PC,  
Rail Infrastructure Development Company (Karnataka) Limited (K RIDE)**

**Country: India**

**Issued on: 13<sup>th</sup> July, 2022**

**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED  
(K RIDE)**

**#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall,  
Rajajinagar 1st Block, Bengaluru-560010**

**Tel: 91-6364890810,**

**E-mail: gm@kride.in**

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**REQUEST FOR PROPOSAL (RFP)**

“Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project”.

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**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED,**  
 #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st  
 Block, Bengaluru-560010 Tel: 91-6364890810, E-mail: [gm@kride.in](mailto:gm@kride.in)

**No: K RIDE/BSRP/14/2022**

**Date: 13.07.2022**

**TENDER NOTIFICATION**

**(E-procurement)**

“Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project”.

1. The General Manager/(Civil)/L&PC, Rail Infrastructure Development Company (Karnataka) Limited, invites technical and financial proposals from reputed Consulting Firms for valuation of structures to be acquired for Bengaluru Suburban Railway Project.

RFP No.	Details of the Contract	Estimated Cost	EMD	Period of Consultancy Services
K-RIDE/BSRP/14/2022	Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project.	2,18,28,594/-	3,27,429/-	2 years

2. E- proc. Indent No. K-RIDE/ BSRP/14/2022, Date: **13.07.2022**
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> and <https://www.kride.in> from 13.07.2022 onwards.
5. Applicants meeting the minimum qualification criteria specified in the Letter of Invitation of RFP shall participate.
6. Pre-Bid meeting will be held 25.07.2022 at 15.30 hrs. Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before 22.07.2022. The postal address and email ID are as follows:

**General Manager/(Civil)/L&PC**  
**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K RIDE)**  
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar  
1st Block, Bengaluru – 560010.  
Tel: 91-6364890810  
E-mail: [gm@kride.in](mailto:gm@kride.in)

7. Last date for submission of Technical & Financial proposals is 16.08.2022. 15.00 Hours
8. Opening of Technical Bid is 17.08.2022. at 15.30 Hours and date of opening of Financial Bid will be intimated to the Qualified bidders through Karnataka Public Procurement Portal.
9. The Technical proposal, EMD and the 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.karnataka.gov.in> portal and K RIDE Website <https://www.kride.in>

Sd/-

General Manager/ Civil  
Land & Project Coordination  
K RIDE, BENGALURU

# **SECTION-1**

# **LETTER OF INVITATION**

## SECTION 1. LETTER OF INVITATION

Bangalore  
Date: 13.07.2022

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 primary objective of the Consultancy Services is to carry out the valuation of structures to be acquired for Bengaluru Suburban Railway Project as per the procedure/formulae approved by K RIDE.
3. 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 Terms of Reference.
4. 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.
5. More details on the Services are provided in the Section 5 - Terms of Reference (TOR).
6. The consulting firms meeting the minimum eligibility criteria shall only apply.  
(For minimum eligibility criteria please refer Data sheet)
7. 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.
8. The Client reserves the right to cancel the procurement process at any time without assigning any reasons.
9. 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/-*

General Manager/ Civil  
Land & Project Coordination  
K RIDE, BENGALURU

**SECTION-2**  
**INFORMATION TO CONSULTANTS**  
**(ITC)**



## SECTION 2. INFORMATION TO CONSULTANTS

### 1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select a consultant among those listed in the Letter of Invitation, 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 bid meeting if one is specified in the Data Sheet. Attending the Pre bid meeting 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 policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the K RIDE:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of K RIDE, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive K RIDE of the benefits of free and open competition.
  - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GoK -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK -financed contract; and
  - (d) will have the right to require that, K RIDE/GoK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GoK.
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GoK in accordance with the above sub para 1.8 (c).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.
- 1.11 **EARNEST MONEY DEPOSIT.**

EMD of ₹ 3,27,429/- shall be paid by the bidders.

In this tender, the tender security/ EMD of amount ₹ 3,27,429/- shall be paid in the e-procurement portal using any of the following five options only:

**Online Modes**

1. Credit Card.
2. Debit Card.
3. Net Banking

**Offline Modes**

4. National Electronic Fund Transfer (NEFT).
5. Over the Counter (OTC)

For offline modes i.e., NEFT and OTC, the bidder has to complete the payment as per the user manual given in e-procurement portal and shall mention the bank transaction reference number in the e-proc portal to complete the bidding procedures. For further details, kindly Click on the link <https://eproc.karnataka.gov.in/eprocportal/pages/contractors.jsp> and click on User Manuals & Refer e-payments.

The EMD amount in the form of electronic cash (not through DD/BG) will be maintained in Government of Karnataka's central pooling account held at ICICI Bank until the contract is closed.

- a. Unless otherwise specified in the BDS, any Tender not accompanied by EMD as required in accordance with ITT, shall be summarily rejected by the K RIDE as non-responsive.
- b. The Tender security/EMD of the Tenderer who have been determined to be unqualified for opening of their Financial Tender shall be returned after the opening of Financial Tender, subject to completion of Bank Account Verification of the Tenderer as per e-procurement portal. The Tender security of unsuccessful Tenderers shall be returned after issue of LOA to the successful Tenderer.
- c. The Tender security/EMD of the unsuccessful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.
- d. The Tender security/EMD may be forfeited:
  - (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tenders, except as provided in ITC or
  - (b) if a Tenderer misrepresents or omits the facts in order to influence the procurement process;
  - (c) if the successful Tenderer fails to:
    - (i) sign the Contract;
    - (ii) furnish a performance security;

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

(d) if the undertaking of the affidavit submitted by the Tenderer or its constituents in pursuance to ITC clause 2 or any of the declarations of Letter of Technical Tender or Letter of Price Tender submitted by the Tenderer has been found to be false at any stage during the process of Tender evaluation.

(e) Deleted

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 <https://www.kride.in> and Karnataka Public Procurement Portal/ GoK <https://eproc.karnataka.gov.in> from **13.07.2022** at 15:00 hrs. The bids can be submitted online via Karnataka Public Procurement Portal/ GoK <https://eproc.karnataka.gov.in> only.

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

#### **1.15 REGISTRATION:**

- a. Bidders are required to enrol on Karnataka Public Procurement Portal (<https://eproc.karnataka.gov.in>) by clicking the link followed by "Online bidder Registration" on the Karnataka Public Procurement by paying the Registration fee.
- b. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- f. Bidders then log in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

- g. The scanned copies of all original documents should be uploaded on Karnataka Public Procurement Portal.
- h. For any query regarding e-procurement contact helpdesk Number +91- 8046010000, +91-8068948777, [support@epochhelpdesk.com](mailto:support@epochhelpdesk.com)
- i. SEARCHING FOR PROPOSAL DOCUMENTS: Once the bidders have selected the proposals they are interested in, the bidders can pay non-refundable processing fee as per the on Karnataka Public Procurement Portal.

## 2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. 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:
  - (i) If a consultant considers that it does not have all the Personnelise for the assignment, it may obtain a full range of Personalise by associating with

individual consultant(s) and/or other consultants or entities in a Joint Venture or sub consultancy as appropriate.

- (ii) 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.
- (iii) Proposed key professional staff must have minimum experience indicated in the Data Sheet.
- (iv) 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.
- (v) Reports to be issued by the consultants as part of this assignment must be in the language specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

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

- (i) A brief description of the Consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) 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.
- (vii) 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).
- 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. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

## **4. SUBMISSION AND OPENING OF PROPOSALS**

- 4.1 The completed Technical and Financial Proposal must be submitted electronically on Karnataka Public Procurement Portal on or before the date and time and in the manner stated in the Data Sheet.
- 4.2 The Technical Proposal shall not include any financial information. Any Technical Proposal containing material financial information shall be declared as non-responsive.
- 4.3 The documents to be submitted in hard copy form and the time period for such submission are specified in Data Sheet.
- 4.4 Proposal Opening:
  - i) 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 copies 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 proposal 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 evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. 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 Karnataka Public Procurement Portal and as specified in Data Sheet.
- 5.7 The Evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have 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 (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be 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) indicated in the **Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . 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 firm 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 Personnel named in the Proposal. Before contract negotiations, the Client will require assurances that the Personnel 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 firm 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 consultant whose proposal received the second highest score to negotiate a contract.

## 7. AWARD OF CONTRACT

- 7.1 After completing the negotiations, the Letter of Award of contract will be issued to the successful Consultant. The Contract will be signed upon furnishing the Performance Security. The Client will notify other unsuccessful consultants upon signing of the Contract.
- 7.2 The Consultant is expected to commence the Assignment on the date and at the

location specified in the **Data Sheet**.

## **8. CONFIDENTIALITY**

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

**DATA SHEET (DS)**  
**Information to Consultants**

Para Ref.	
1.1	<p>Name of the Client: General Manager/Civil, Land and Project Coordination Rail Infrastructure Development Company (Karnataka) Limited <b>Address:</b> #8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Tel: 91-6364890810 <b>E-mail: <a href="mailto:gm@kride.in">gm@kride.in</a></b></p>
1.1	Method of selection: Quality Cost Based selection ( <b>QCBS</b> )
1.2	<p>The consultants are required to submit technical proposal and financial proposal separately through e-portal. Name of the assignment: “Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project”.</p>
1.3	Deleted
1.4	<p>A pre-bid meeting will be held. The Date, Time and venue are as below. Date: 25.07.2022 Time: 15:30 Hrs Venue: In the client’s office address indicated in Para 1.1 above The pre-bid meeting may also be attended through video conferencing (VC). Those bidders who wish to join the Video Conferencing shall send a request email on the email id (i.e., gm@kride.in) by 22.07.2022 up to 15:00 hours IST, so that a link for Video Conferencing can be sent by K RIDE. Please note that the request received from the bidders (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They should also mention the email id through which VC is desired to be joined. K RIDE may allow maximum of two email Ids for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC will not be entertained. Prospective bidders will be able to join the VC through the link provided to them on Email ID. During this pre-bid meeting, prospective bidders may request for clarifications.</p>
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
1.8	<p>GOK’s policy The Client 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 Client defines, for the purposes of this provision, the terms set forth below as follows: <b>Clauses on fraud and Corruption:</b> (i) “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</p>

	<p>(ii) "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".</p> <p>(iii) "collusive practice" means a scheme or arrangement between two or more consultants, with or without the knowledge of the K RIDE, designed to influence the action of any party in a procurement process or the execution of a contract</p> <p>(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.</p>
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested at least a week prior to the date of pre-proposal conference. The address for requesting clarifications is indicated in Para 1.1 above
3.1	Proposals should be submitted in the 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
3.3 (vii)	<p><b>(a) Eligible Bidders:</b> 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:</p> <p>(a) In case of Single Entity: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.</p> <p>(b) In case of Joint Venture - No. of partners: <b>Not more than 3</b></p> <p>(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.</p> <p>(d) "Bidder from a country which share a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> <li>1. An entity incorporated, established or registered in such a country; or</li> <li>2. A subsidiary of an entity incorporated, established or registered in such</li> </ol>

	<p>a country; or</p> <ol style="list-style-type: none"> <li>3. An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>4. An entity whose beneficial owner is situated in such a country; or</li> <li>5. An Indian (or other) agent of such an entity; or</li> <li>6. A natural person who is a citizen of such a country; or</li> <li>7. A Joint Venture where any member of the Joint Venture falls under any of the above.</li> </ol> <ul style="list-style-type: none"> <li>• The <b>beneficial owner</b> for the purpose of above clause will be as under</li> </ul> <p>In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or in concert, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p><b>Explanation: -</b></p> <ol style="list-style-type: none"> <li>a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>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.</li> </ol>
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**3.3 vii (b) Joint Ventures:**

Tendering by a Joint Venture (JV) of consultants is permissible subject to following conditions:

- a. If the Applicant comprises a number of firms combining their resources in a Joint Venture (JV), 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 K RIDE, 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): **Not applicable**
  - v. Equipment capabilities: **Not applicable**
  - vi. Lead partner must have a minimum of 25% participation in the JV. If a Bidder is a JV, it shall be registered.
- c. Each partner must satisfy the following criteria individually:
  - i. Valuation experience for the period of years stated in Tender document (Instructions to Tenderers: The intending Tenderer/firm/company/ Joint Venture shall provide evidence that it has been actively engaged in Consultancy Services for valuation of structures for Metro/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway/ any other government department/PSU/banks or companies with annual turnover more than 500 Cr. work for at least 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

	<p>or other financial statements acceptable to the K RIDE 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 K RIDE shall have the authority to make enquiries with the applicants' bankers).</p> <p>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).</p> <p>v. In accordance with the above, the Application shall include all related information required for individual partners in the Joint Venture</p> <p>d. Joint Venture (JV) 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.</p> <p>e. All partners of the Joint Venture (JV) 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.</p> <p>f. A copy of the Joint Venture (JV) 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.</p>
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	<p>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 JV Partner shall not enter in to multiple JVs 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 K RIDE.</p> <p>A Subsidiary Company, registered/incorporated in India, for the purpose of meeting the eligibility criteria, may utilize the financial and technical credentials of its 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.</p>
3.3(viii)	Deleted
3.4(viii)	<p>a) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p> <p>b) The proposed work plan and methodology in the Technical Proposal shall not exceed <b>20 pages</b>. For every page crossing the page limit 0.5 marks will be deducted.</p> <p><b>Submission of Standard Forms:</b></p> <p>(i) 3I. BID Security Declaration Form <b>(Not Applicable)</b></p> <p>(ii) 3J. Format for Power of Attorney for authorised signatory of single entity/Joint Venture /Consortium members</p> <p>(iii) 3K. Format for Power of Attorney to Lead Member and Authorised Representative of Joint Venture/ Consortium</p> <p>(iv) 3L. Draft Memorandum of Understanding (MoU) For Joint Venture / Consortium Participation Between</p> <p>(v) 3M. Consultant’s Organization and Experience</p>



	<p>(vi) 3N. Financial Data (Works Done During the Latest Five Financial Years)</p> <p>(vii) 3O. Financial Data for Latest Last 5 Years</p> <p>(viii) 3P. Code of Conduct Environmental, Social, Health and Safety (ESHS) <b>(Not Applicable)</b></p> <p>(ix) 3Q. Format for Affidavit to Be Submitted by Bidder Along with The Bid</p> <p>(x) 3R. Format for Certificate to Be Submitted by Bidder Along with The Bid</p> <p>(xi) 3S. Format for Certificate to Be Submitted by Bidder Along with The Bid for Sub Contracting</p> <p>(xii) 3T. Form of Parent company Guarantee</p>
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.
3.6 (a)	The price shall include cost of all office expenses printing and stationery, over heads and any other costs incidental towards the Contract. All duties, taxes, royalties, cess and other levies payable by the Consultant under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder including Good and Services Tax (GST).
3.8	Proposals must remain valid for 120 days after the deadline date for submission of proposals as notified in Karnataka Public Procurement Portal.
4.1	<p>Deadline date and time for submission of completed proposals is as notified in Karnataka Public Procurement Portal.</p> <p>The Proposal must be sent electronically through Karnataka public procurement portal - <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a></p> <p>The Karnataka Public Procurement Portal will not allow proposals to be uploaded after the Due date and Time for submission of proposal</p> <p>For details on e-Payment services and more details on the process refer to Karnataka Public Procurement Portal.</p>
4.2	<p><b>The para 4.2 to be read as:</b></p> <p>The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive</p>

4.3	<p><b>The para 4.3 to be read as:</b></p> <p>The Consultant must submit the following documents to the client at the address mentioned in 1.1 above on or before the due date &amp; time of opening of Technical Proposals:</p> <ol style="list-style-type: none"> <li>a. The Original Power of attorney to sign the proposal</li> <li>b. Original Power of Attorney for Lead Partner (If applicable),</li> <li>c. Original Letter of Association by Associates (If applicable)</li> </ol> <p>No data related to rates (financial proposal) shall be submitted along with the above. Rates shall be quoted only in the e-proc portal.</p> <p>The Consultant shall also submit one copy of complete set of Technical Proposal documents uploaded in Karnataka Public Procurement Portal. The evaluation will however be based on the Technical Proposal documents uploaded in Karnataka Public Procurement Portal only.</p>
4.4	<p>The para 4.4 to be read as:</p> <p>Proposal Opening:</p> <p>(i) The technical Proposals will be opened in the Karnataka Public Procurement Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the consultants who wish to attend. The consultants shall submit the copy of the necessary relevant original documents at the time of opening of technical Proposal.</p> <p>(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.</p>
Additional Para 4.4 (a)	<p>Time and Date of opening of Technical Proposal is as notified in Karnataka Public Procurement Portal</p> <p>The address is same as indicated in Para 1.1 above The Technical Proposals will be opened in the Karnataka Public Procurement Portal, in the presence of the Consultants who choose to attend.</p> <p>The following information will be read aloud at the opening of the Technical Proposals:</p> <ol style="list-style-type: none"> <li>a) Name of the Firm</li> <li>b) Whether the Hard copies of the documents have been submitted as per clause 4.3 of Data Sheet.</li> </ol>
4.5	Not Applicable
4.6	Not Applicable
5.3	<p>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: <math>Sf = 100 \times Fm / F</math>, 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)</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:  $S = St \times T\% + Sf \times P\%$ .

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

**Stage 1: Minimum Eligibility Criteria The bidder should have the**

**Minimum Eligibility Criteria as under:**

**5.3A Work Experience:** The bidder will be qualified only if they have completed at least one **Similar Work as defined in 5.3D** of minimum value of **₹ 76,40,008/-** during last **seven years** ending last day of the month previous to the one in which tender is invited. Value of successfully completed phases of any ongoing Metro/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway/ any other government department/PSU/banks or companies with annual turnover more than 500 Cr. 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 ₹ 65,48,578/- or more.

Or

(ii) At least two **“Similar Works”** \* each of value ₹ 87,31,428/- or more.

Or

(iii) At least one **“Similar Work”** \* of value ₹ 1,30,97,157/- or more

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

**5.3C Deleted**

**AND**

**5.3D Any JV partner** should have successfully or substantially completed at least one work in the last seven years ending last day of the month previous to the one in which tender is invited for any component of 5.3.1

**Similar works:**

“Similar works” for this contract shall be:

**5.3.1 “Structure/Building valuation”**

**Notes:**

- Work completed to the tune of 80% or more, of single contract, as certified by the Client, will be considered as substantially completed work and will be considered as a Similar Work if the consultancy fees received is not less than the value specified in clause 5.3B This provision is only applicable for clause 5.3B.
- The bidder shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in a format prescribed in “3B. CONSULTANT’S REFERENCES” of section 3 Bidding forms. Documentary proof such as completion certificates from client clearly indicating the name of participating firm, nature/scope of work including both civil and system, actual completion cost and actual date of completion for such work should be submitted. All such documents of proof certificates should be apostilled from the country in which it was certified, or work done. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted.
- For completed works, value of work done shall be updated to 31/03/2022 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](http://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

	<p>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.</p> <ul style="list-style-type: none"> <li>• Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange in India or Abroad or subsidiaries of such companies, incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.</li> <li>• 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.</li> </ul>
<p><b>5.3 E</b></p>	<p><b>Financial Eligibility Criteria:</b></p> <p>Financial Standing: The bidders will be qualified only if they have minimum financial capabilities as below:</p> <p><b>(i) Liquidity:</b></p> <p>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.</p> <p>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 ₹ 27,28,574/- 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.</p> <p>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</p>

	<p>submission of bids.</p> <p>The bidder shall fulfil this criterion by Lead Member/JV.</p> <p><b>(ii) Turnover from Consultancy Services:</b> 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 ₹ 327,42,891/-.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.</p> <p><b>(iii) Net worth:</b> 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.</p>
	<p><b>Notes:</b></p> <p>i) Financial data for latest last five audited financial years has to be submitted by the bidder in Form 3N (Financial data) &amp; 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 <b>year other than</b> the last year is not submitted, the tender may be considered as non-responsive.</p> <p>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.</p> <p>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.</p> <p><b>Explanation for Eligibility Criteria:</b></p> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>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 5.3 (B). This provision is only applicable for clause 5.3 (B).</p> <p>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.</p> <p>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.</p> <p>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 <math>0.3 \times 0.2</math> * 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.</p> <p>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</p>
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	<p>partnership firm (e.g. in a partnership firm of partners A, B &amp; C having share 30%, 30% &amp; 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.</p> <p>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.</p> <p>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&amp;B partners, A or B partner cannot use credentials of partnership firm of A&amp;B partners in any other partnership firm or propriety firm without leaving partnership firm of A&amp;B partners.</p> <p>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.</p> <p>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.</p> <p>13. In a partnership firm "AB" of A&amp;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.</p> <p>14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>15. In case company A is merged with company B, then company B would get the credentials of company A also.</p>
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**Stage-2 Technical Evaluation**

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

Criteria	Firms experience	Marks
5.3 F	<p>Cumulative fee received in valuation of structures assignments in the past three financial years by the firm in India including PVC (for both completed / Substantially completed assignments in Consultancy Services for valuation of structures for Metro/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway/ any other government department/PSU/ banks or companies with annual turnover more than Rs 500 Cr.</p> <ul style="list-style-type: none"> <li>• ₹ 1.3 Crores and above – 10 Marks</li> <li>• Below ₹ 1.3 Crores proportionate score</li> </ul> <p><b>Note:</b> Either a client certificate or Statutory auditor certificate shall be submitted in proof of this criteria.</p>	10
	<p>Past experience in Consultancy Services for valuation of structures for Metro/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway/ any other government department/PSU/ banks or companies with annual turnover more than Rs 500 Cr. Projects in the last 3 years ending last day of the month previous to the one in which tender is invited.</p> <ul style="list-style-type: none"> <li>• Four completed projects– 10 Marks</li> <li>• Below four projects – proportionate marks</li> </ul>	10

**Technical scoring for Key personnel:**

Position of Key personnel	Minimum Qualification	Experience and	Total Marks Scoring
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<b>Project Manager</b>	<b>Graduate in Civil Engineering with min 10 years of experience in valuation of structures / Diploma Holder in Civil Engineering with min 15 years of experience in valuation of structures</b>	<b>250</b>
<b>Manager</b>	<b>Graduate in Civil Engineering with min 5 years of experience in valuation of structures / Diploma Holder in Civil Engineering with min 8 years of experience in valuation of structures</b>	<b>150</b>
<b>Engineer</b>	<b>Graduate in Civil Engineering with min 3 years of experience in valuation of structures / Diploma Holder in Civil Engineering with min 5 years of experience in valuation of structures</b>	<b>100</b>
<b>Total Cumulative score for Key personnel</b>		<b>500</b>

### 5.3 G Scoring methodology for key personnel:

#### Note:

1. The above maximum scores for each Key personnel shall be divided by 10 to arrive at the final scores for each of the Key personnel.
2. Key personnel should possess qualification and experience as contained in Appendix-C of Section - 6. All Personnel in should have worked for at least 2 years in the same level or one level lower in Metro/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway/ any other government department/PSU project(s)/banks or companies with annual turnover more than Rs 500 Cr.
3. Personnel having the relevant minimum experience will be rated as per the following criteria.

<b>S.no</b>	<b>Description</b>	<b>% Of marks</b>	<b>Max Score</b>
1	Educational Qualification	30%	<b>50 Marks. The marks for this head shall be arrived at by adding each Key personnel score allotted above and dividing the sum by 10</b>
	Graduate	30%	
	Diploma	15%	
2	Experience as mentioned above in Metro/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway/ any other government department/PSU/banks or companies with annual turnover more than Rs 500 Cr. project(s).	25%	

3	<p><b>Experience in the Assigned task</b></p> <p>Experience in the same category or one rank lesser for at least:</p> <p>1. Two completed projects involving Metro/ Railway/ High Speed Railway /Regional Railway/ Light Railway/ Highway/ any other government department/PSU/ banks or companies with annual turnover more than Rs 500 Cr. project(s)-Full Marks</p> <p>2. For one Completed Project as described in item no.1 above-half of the above marks.</p>	40%	
4	Language Proficiency in English	5%	

**5.3 H Scoring for institutional Competency:**

<b>Institutional Competency-Pool of Key personnel with Relevant Experience</b>				<b>Max marks for institutional competency 10. The score for this head shall be arrived at by adding the score of each position and dividing the sum by 10</b>
<b>Position</b>	<b>No. of personnel</b>	<b>Permanent Staff of the Firm</b>	<b>Max. Scores</b>	
Project Manager	2 and above 50% marks else proportionately	50% of marks if the staff is permanent	50	
Manager			30	
Engineer			20	
<p><b>The staff whose Personnel is being taken for institutional competency scoring should have a minimum Undergraduate degree/Diploma in Civil Engineering and should be registered valuers. If any individual does not possess the minimum qualifications that individual will not be considered for scoring.</b></p>				

5.3 I	Project approach and proposed Methodology, work plan, mobilization and retention plan, organization and staffing and claims management method	Max Marks 10
5.3 J	Presentation on Approach and Methodology	Max Marks 10

	<p><b>Note:</b> The Bidder shall have an office in Bengaluru <b>or shall set up an office after the award of the work.</b> All the Personnel shall be made available throughout the project period by the Bidder. The Bidder shall deploy non-key Personnel and support staff, for the execution of the work, in the addition to the above key Personnel.</p> <p>For the presentation of Approach &amp; 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.</p> <p>The Total marks shall be awarded after evaluation of the Technical Proposal which form the Technical Score, (St) of the Bidder.</p>
	<p><b>Price Bid Evaluation:</b></p> <p>Price Bids of only the Bidders who score a minimum TS of 70 (the “Qualified Bidder”) shall be opened.</p> <p>The Client 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.</p> <p>The Client shall simultaneously notify the Bidders that have scored a TS equal to or more than the minimum stipulated score indicating the date and time set for opening the Price Bids through the Karnataka Public Procurement Portal. Price Bid shall be opened in the presence of the Bidders.</p> <p>After correcting any arithmetical errors, the evaluation of the price quotations will be made.</p> <p>The Price Bid will be treated as invalid and the overall bid shall be rejected, if it is not signed and sealed.</p> <p>The Financial Score (Sf) of a Qualified Bidder will be calculated as:</p> <p><math>Sf = Fm/F \times 100</math>, where</p> <p>F = The Price of the proposal under consideration, Fm = Lowest price of all opened Price Bids.</p> <p>Final combined score (S) shall be calculated as:</p> <p><math>S = (St \times 0.8) + (Sf \times 0.2)</math></p> <p>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.</p> <p><b>Technical Score (St), Financial Score (Sf) and Combined Score (S)</b> 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</p> <p><b>Note:</b></p>

	<p>The Bidder shall have an office in Bangalore <b>or shall set up an office after the award of the work</b>. All the Personnel shall be made available throughout the project period by the bidder. The bidder shall deploy non-key Personnel and support staff, for the execution of the work, in the addition to the above key Personnel.</p> <p>For the presentation of Approach &amp; Methodology, Bidders meeting the eligibility criteria will be invited and the bidder shall make presentation. The date and time of the presentation will be intimated to the Bidders by K RIDE.</p> <p>The Total marks shall be awarded after evaluation of the Technical Proposal which form the Technical Score, (St) of the Bidder.</p>
	<p>The Bidder shall be Disqualified if:</p> <p>(a) The Bidder or any of its constituents and/or sub-consultant included in the bid have been blacklisted/ banned from business dealings with all Government Departments in the State by the Government Karnataka or by Ministry of Railways or by K RIDE at any time till finalization of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the proposals, for which satisfactory evidence is to be produced.</p> <p>(b) Any previous contract of the bidder or any of its constituents had been terminated, for bidder 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 (K RIDE)/Government of India and its PSUs/Government of Karnataka and its PSUs, 3 years before the deadline for submission of bids and up to one day before the date of opening of price bid.</p> <p>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 passed an order of non-applicability of disqualification of the bidder or any of its constituents despite such termination of the said contract</p> <p>(c) The bidder or any of its constituents has been imposed delay damages of 5% or more of contract value by K RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned 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</p>

	<p>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.</p> <p>(d) The consultant or any of its constituents:</p> <ul style="list-style-type: none"> <li>(i) has suffered bankruptcy/insolvency or</li> <li>(ii) is in the process of winding-up or has any ongoing case of insolvency before the NCLT/ any jurisdictional 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.</li> </ul> <p>(e) The bidder or any of its constituents are found or deemed to be ineligible by the Client, in accordance with Data</p> <p>(f) 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.</p> <p style="text-align: center;">Or</p> <p>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 at any time after the deadline for submission of bids and up to one day before the date of opening of price bids.</p> <p>(iii) 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.</p>
5.5	The Financial Proposals will be opened in the e-procurement portal on the date and time, as will be intimated to the Qualified bidders through Karnataka Public Procurement Portal.
5.6	<b>Deleted.</b>
5.8	<p>The formula for determining the financial scores is the following:  <math>[S_f = 100 \times F_m / F]</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price, and <math>F</math> the price of the proposal under consideration]</p> <p>The weights given to the technical and Financial Proposals are:  <b>T= 0.80 and P= 0.20</b></p>

6.1	The address is the same as indicated in Para 1.1 above
Additional Para 6.6	<p><b><u>Technical Negotiations:</u></b></p> <p>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.</p> <p><b><u>Financial Negotiations:</u></b></p> <p>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.</p> <ol style="list-style-type: none"> <li>1. In case the Bidder fails to reconfirm its commitment and/or fails to replace the Key personnel as indicated in clause 7.1.1(2) and 7.1.1(3), <b>its bid shall be disqualified</b> and next eligible Bidder in the ranking shall be invited for negotiations</li> <li>2. The K RIDE 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) &amp; (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.</li> <li>3. The K RIDE 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</li> <li>4. 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 K RIDE shall proceed to the next highest combined score to make a similar reassessment of that Bidder’s capabilities to perform satisfactorily.</li> <li>5. 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.</li> </ol>

	<p>6. 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 negotiation</p>
<p>Additional Para 7.1.1</p>	<p><b>Award Criteria:</b></p> <ol style="list-style-type: none"> <li>1. Negotiations are not normally permitted. However, if the competent authority is of the view that the negotiations should be held for any valid reasons the same shall be held at the address indicated in the Clause 11 of the Data Sheet with the Consultant’s representative(s) who must have been authorised by a 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.</li> <li>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 personnel, methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may be resorted to.</li> </ol> <p><b>Notification of Award</b></p> <p>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.</p> <p>Prior to the expiration of the period of bid validity, the K RIDE 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 Client will pay the Bidder 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</p>



	<p>prescribed by the Contract.</p> <p>Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
7.2	<p><b>Signing of Contract</b></p> <ol style="list-style-type: none"> <li>1. Promptly after notification, the K RIDE shall send the successful Bidder the Contract Agreement.</li> <li>2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the K RIDE.</li> </ol>

**The Eligibility Criteria shall meet as under**

Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Lead Partner	Other Partners	
Clause 5.3 A	Must meet requirement	Must meet requirement	Must meet requirements proportionate to their share		3B. consultant's references
Clause 5.3 B	Must meet requirement	Must meet requirement	Must meet not less than 25% of criteria	Must meet not less than 25% of criteria	3B. consultant's references
Clause 5.3 C	Must meet requirement	Must meet requirement	Must meet not less than 25% 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 25% 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 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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3I	BID Security Declaration Form (BDF) <b>(Not Applicable)</b>	55
3J	Format For Power of Attorney for Authorised Signatory of Single Entity/Joint Venture Members	56
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3Q	Format For Affidavit Submitted by Bidder Along with the Bid	68 – 69
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### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: (Name and Address of Client)

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Ladies/Gentlemen:

Subject: Consultancy Service for -----

-----Technical Proposal.

We, the undersigned, offer to provide the Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal Submitting through Karnataka Public Procurement portal.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance with Data sheet.
- (d) We meet the eligibility requirements as stated in Data sheet and we confirm our understanding of our obligation in regard to Corrupt Practices as per Data sheet.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Rail infrastructure Development company (Karnataka) Limited (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 Client.

- (f) Except as stated in the Special conditions of contract, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in Special conditions of contract may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We have read the various conditions to RFP Document, including Addenda if any, issued in accordance with Data sheet and agree to abide by the said conditions.

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

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

Yours sincerely,

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

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

Capacity: {insert the person's capacity to sign for the consultant} Address: {insert the authorized representative's address}

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

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

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

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

**3B. CONSULTANT'S REFERENCES**

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

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

Assignment Name:		Country:
Location within Country:		Key professional staff provided by firm/entity(profiles):
Name of Client:		<b>Specific Role in the assignment such as Sole / JV Lead / JV partner / Associate / sub-consultant:</b>
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year)	Completion (Month/Year):	Approx. Value of Services (Rs. M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff provided by Associated Consultants:
Name of Senior Staff (General Manager/Civil/L&PC, Project Manager) involved and function performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

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 Personnel, Non-Key Personnel and relevant technical and administrative support staff.}

(d) **Quality Assurance System**

**3E. TEAM COMPOSITION AND TASK ASSIGNMENTS**

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

**(Not Applicable)**

**1. Key Staff**

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

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

**2. Non - Key Staff**

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

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

Proposed Position: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

1. (Please follow exactly the following format. Omission will be seen as noncompliance)
  - (i) I, the undersigned Certify that, to the best of my knowledge and belief, this bio- data correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged, in case K RIDE at any stage detects that misstatement have been made by me, it would be at liberty to take any appropriate action against me including debarment for up to Three Years.
  - (ii) I have not been removed by Competent Authority of K RIDE from any of the K RIDE works without completing my assignment and shall be available to work with the consultants. In case I leave the assignment without approval of K RIDE or I am removed by K RIDE on account of some default, K RIDE would be at liberty to take any appropriate action against me including debarment for up to Three Years.
  - (iii) I hereby undertake that I will not leave K RIDE assignment without giving a minimum notice of 30 days and handing over of all records. I understand that in case I do so then K RIDE would be at liberty to take any appropriate action against me including debarment for up to Three Years.
  - (iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.
    - (a) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction.
    - (b) I have never been debarred from Consultancy Services by K RIDE.
    - Or
    - (c) I was debarred from Consultancy Services by K RIDE for .... years from ../../.. to ../../.. and period of debarment is now over.

Date: \_\_\_\_\_

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

**Full name of staff member:** \_\_\_\_\_

**Full name of authorized representative:** \_\_\_\_\_

**3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL**

(Deployment Schedule will be decided post award of tender. Hence not to be filled now)

**3H. ACTIVITY (WORK) SCHEDULE**

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

- A. Field Investigation and Study Items:
- B. Completion and Submission of Reports

Sl.	Reports: *	Programme: (Date)
		Details of submission of various reports, manuals, forms and plan will be decided jointly by successful Consultants and client post award of the Consultancy.

**3 I EMD DECLARATION**

**(Not Applicable)**

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:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**\*Notes:**

- i) To be executed by single entity and all the partners/members individually, in case of a Joint Venture
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.



**3K FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER AND AUTHORISED REPRESENTATIVE OF JOINT VENTURE**

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

**POWER OF ATTORNEY**

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 .....(I 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 K RIDE 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 of all Executants with 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 pf 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)  
For JOINT VENTURE PARTICIPATION BETWEEN**

M/s..... having its registered office at (herein after referred to as..... ) acting as the Lead Member of the first part, and M/s ..... having its registered office at (here in after referred to as `.....') in the capacity of a Joint Member of the other part. And M/s..... having its registered office at (here in after 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 "K RIDE"] 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 K RIDE. 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 K RIDE. 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 K RIDE in the discharge of all the obligations and liabilities as per the contract with the K RIDE 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 K RIDE.

7. **EXECUTIVE AUTHORITY**

The said Joint Venture through its authorized representative shall receive instructions from the K RIDE. 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 K RIDE 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 K RIDE 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 K RIDE.

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 and Address)	(Name and Address)

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

M/s.....	M/s.....	M/s.....	M/s.....	
.....	.....	.....	.....	Witness
(Seal)	(Seal)	(Seal)	(Seal)	

1..... (Name & Address)  
 2..... (Name & Address)

### 3M CONSULTANT'S ORGANIZATION AND EXPERIENCE

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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 Personnel 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**

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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 Personnel 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 Personnel themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

**3N FINANCIAL DATA**  
**(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS)**  
**NAME OF THE TENDERER (CONSTITUENT MEMBER IN CASE OF JV):**  
**(All amounts in Rupees in Crores)**

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022
1	2	3	4	5	6	7
1	Total value of consultancy works done as per audited financial statements					

**NOTE:**

- (i) Separate Performa shall be used for each member in case of JV.
- (ii) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure.
- (iii) All such documents reflect the financial data of the tenderer or member in case of JV.
- (iv) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., **2017, 2018, 2019, 2020, 2021.**
- (v) The financial data in above pre scribed 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 FY 2022-23 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.



**3 O. FINANCIAL DATA FOR LAST 5 YEARS**

**Applicant's legal name .....Date .....**

**Group Member's legal name.....**

**Page..... of.....Pages**

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

S. N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2017-2018	Year 2018-2019	Year 2019-2020	Year 2020-2021	Year 2021-2022
1.	<b>Total Assets</b>					
2.	<b>Current Assets</b>					
3.	<b>Total External Liabilities</b>					
4.	<b>Current Liabilities</b>					
5.	<b>Annual Profits Before Taxes</b>					
6.	<b>Annual Profits After Taxes</b>					
7.	<b>Net Worth [= 1 - 3]</b>					
8.	<b>Liquidity [=2 - 4]</b>					
9.	<b>Annual turnover (From Consultancy)</b>					
10.	<b>Gross Annual Turnover</b>					

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

- (i) Separate Proforma shall be used for each member in case of JV.
- (ii) All such documents reflect the financial data of the Applicant or member in case of JV
- (iii) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial

results of the relevant period(s). No statements for partial periods will be accepted.

- (iv) Historic financial statements must be complete, including all notes to the financial statements.
- (v) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2017, 2018, 2019, 2020 and 2021.
- (vi) This Form 30 shall be duly certified by Chartered Accountant / Company Auditor in original under his signature, stamp and membership number.

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

**3 P. Code of Conduct Environmental, Social, Health and Safety (ESHS)**

**(Not Applicable)**

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key personnel, 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.

**3 Q. FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER  
ALONGWITH THE BID**

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

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

- \*1. That the Bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by K RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
- \*2. That none of the previous contracts of the Bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. during the period of last 3 years before the deadline for submission of bids.
- \*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 and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- \*5 That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by K RIDE as on the deadline for submission of bid.
6. We declare that the Bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments

and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

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

OR

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

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

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
9. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the K RIDE 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 K RIDE 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 up to 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 have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached.)"

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

For- \_\_\_\_\_  
Authorized Signatory Signature \_\_\_\_\_ Full Name: \_\_\_\_\_

Place: \_\_\_\_\_

(SEAL AND SIGNATURE OF THE BIDDER)

**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. \_\_\_\_\_  
for {Insert name of work/Service}

Date: \_

To:

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

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/K RIDE}, that on the condition that the K RIDE 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 K RIDE to have failed to perform the said obligations in the said bid or commits any breach thereof, we shall, on simple demand from the K RIDE, 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 K RIDE against any loss, damages, cost and expenses, howsoever arising from the said failure or breach of the Bidder as determined by the K RIDE, 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 K RIDE 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.
- 4C. Breakdown of costs. **(Not Applicable)**

**4A. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

FROM: (Name

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**

<b>S. No</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Rate (Including 18% GST)</b>	<b>Amount</b>
1	Consultancy services for assessment of market value of the structure/part of the structure to be acquired				
(a)	up to Rs.40 Lakhs of the asset	1050	number		
(b)	More than Rs.40 Lakhs of the asset	450	number		
<b>Total (Including 18% GST)</b>					

**Total amount in figures:**

**Total amount in words:**

**Note:**

1. Consultant should quote rate including GST ₹ (\_\_\_\_) in Financial Bid only. **(Not in Technical Bid)**
2. Payments will be made in Indian Rupees only.

Name

Authorized Signatory

Designation

Name of the Company Address

# **SECTION-5**

## **TERMS OF REFERENCE (TOR)**

**SECTION 5.**  
**TERMS OF REFERENCE (TOR)**

**1. 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. K RIDE is entrusted with the responsibility of execution of Bangalore Suburban Railway Project. The project comprises of four Corridors at a total length of 148.17 km.

<b>Corridor</b>	<b>From - to</b>	<b>Length (km)</b>	<b>Number of Stations</b>
1	KSR Bengaluru to Devanahalli	41.40	15
2	Baiyappanahali to Chikkabanavara	25.01	14
3	Kengeri to Whitefield	35.52	09
4	Heelalige to Rajanakunte	46.24	19

The proposed four corridors' lines are expected to provide much needed last mile connectivity to the commuters and also traverse through some of the densest and traffic congested areas of the city, and are expected to bring connectivity to the Information Technology Industry.

K RIDE intends to select a consultant to assist in determining the Market Value of structures identified / notified for acquisition, for the use and consideration of K RIDE

**2. Scope of Services**

The Consultants shall undertake following but not limited to:

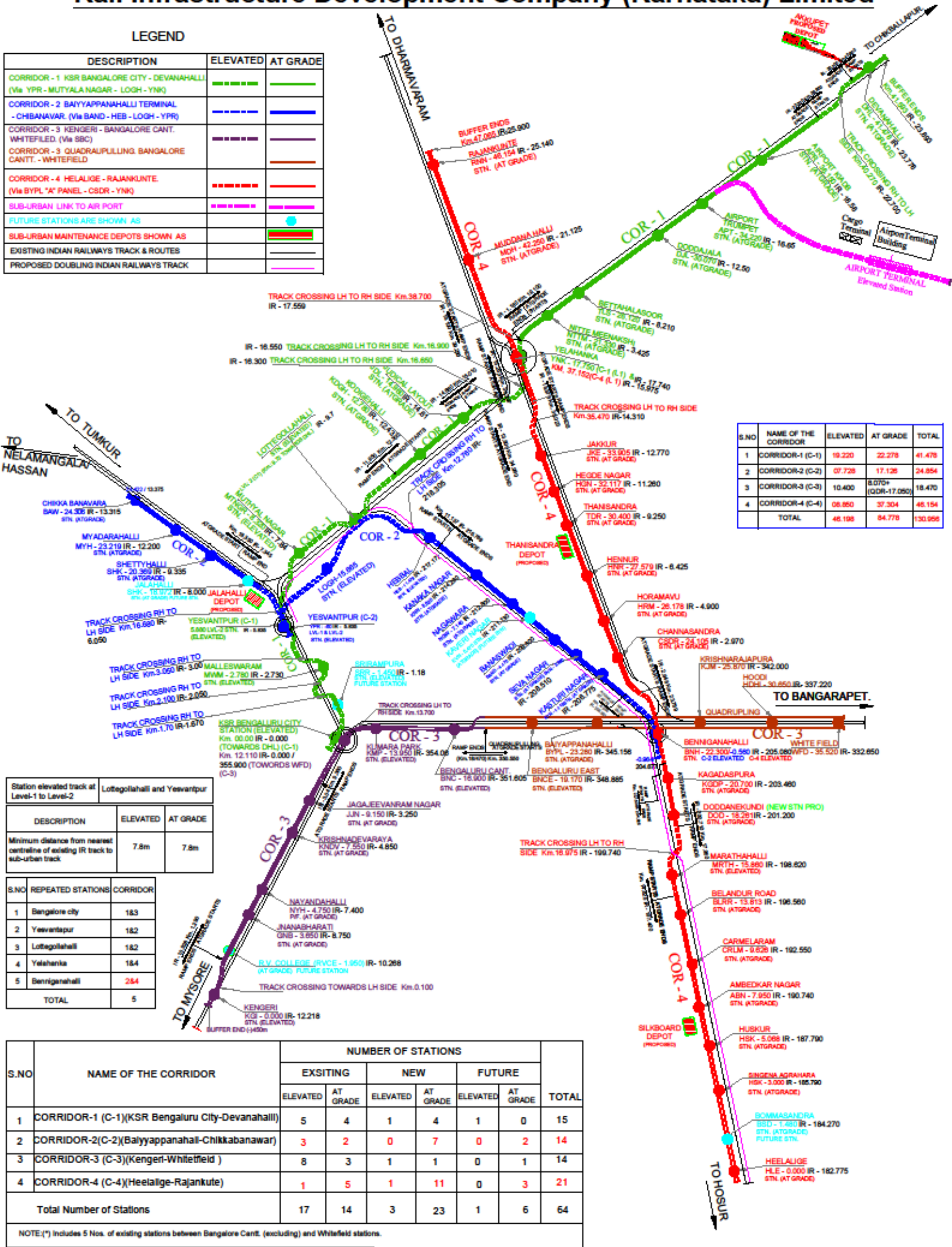
- a) Identify the structures located in the alignment of Suburban Railway Project based on the information provided in the Gazette Notifications issued by the Government of Karnataka from time to time and information provided by K RIDE.
- b) Carryout detailed market assessment, collect & analyse relevant market information, compare instances, carryout necessary adjustments etc. as per the acceptable valuation practices and guidelines, to arrive at the realistic Market Value of the structures as per the procedure/ formulae approved by K RIDE.

Dt: 11/03/2022

# K-RIDE Rail Infrastructure Development Company (Karnataka) Limited

**LEGEND**

DESCRIPTION	ELEVATED	AT GRADE
CORRIDOR - 1 KSR BANGALORE CITY - DEVANAHALLI (Via YPR - MUTYALA NAGAR - LOGH - YNK)	-----	-----
CORRIDOR - 2 BAIYYAPPANAHALLI TERMINAL - CHIBANAVAR. (Via BAND - HEB - LOGH - YPR)	-----	-----
CORRIDOR - 3 KENGERI - BANGALORE CANT. WHITEFIELD. (Via SBC)	-----	-----
CORRIDOR - 3 QUADRAUPULLING BANGALORE CANTT. - WHITEFIELD	-----	-----
CORRIDOR - 4 HEELALIGE - RAJANKUTE. (Via BYPL 'A' PANEL - CSDR - YNK)	-----	-----
SUB-URBAN LINK TO AIR PORT	-----	-----
FUTURE STATIONS ARE SHOWN AS	●	●
SUB-URBAN MAINTENANCE DEPOTS SHOWN AS	■	■
EXISTING INDIAN RAILWAYS TRACK & ROUTES	---	---
PROPOSED DOUBLING INDIAN RAILWAYS TRACK	---	---



S.NO	NAME OF THE CORRIDOR	ELEVATED	AT GRADE	TOTAL
1	CORRIDOR-1 (C-1)	19,220	22,278	41,498
2	CORRIDOR-2 (C-2)	07,728	17,128	24,856
3	CORRIDOR-3 (C-3)	10,400	8,070 (CSDR-17,050)	18,470
4	CORRIDOR-4 (C-4)	08,850	37,304	46,154
	<b>TOTAL</b>	<b>46,198</b>	<b>84,778</b>	<b>130,976</b>

DESCRIPTION	ELEVATED	AT GRADE
Minimum distance from nearest centreline of existing IR track to sub-urban track	7.8m	7.8m

S.NO	REPEATED STATIONS	CORRIDOR
1	Bangalore city	183
2	Yesvantpur	182
3	Lottegollahalli	182
4	Yelahanka	184
5	Benniganahalli	254
	<b>TOTAL</b>	<b>5</b>

S.NO	NAME OF THE CORRIDOR	NUMBER OF STATIONS						TOTAL
		EXISTING		NEW		FUTURE		
		ELEVATED	AT GRADE	ELEVATED	AT GRADE	ELEVATED	AT GRADE	
1	CORRIDOR-1 (C-1)(KSR Bengaluru City-Devanahalli)	5	4	1	4	1	0	15
2	CORRIDOR-2(C-2)(Baiyyappanahalli-Chikkabanawar)	3	2	0	7	0	2	14
3	CORRIDOR-3 (C-3)(Kengeri-Whitefield )	8	3	1	1	0	1	14
4	CORRIDOR-4 (C-4)(Heelalige-Rajankute)	1	5	1	11	0	3	21
<b>Total Number of Stations</b>		<b>17</b>	<b>14</b>	<b>3</b>	<b>23</b>	<b>1</b>	<b>6</b>	<b>64</b>

NOTE: (\*) Includes 5 Nos. of existing stations between Bangalore Cantt. (excluding) and Whitefield stations.

- c) Provide realistic unit Market Value of each of the notified structures of the Suburban Railway Project. The task of the Consultant is to determine the unit Market Value of structures identified / notified for acquisition, for the use and consideration of K RIDE. The Consultants shall carryout detailed market assessment in a transparent and equitable manner and the consultant shall, for this purpose, adopt all appropriate and acceptable procedure and methodology perceived to be the most feasible, transparent, clear-cut and equitable, keeping in focus the public and the Suburban Railway project.

### **3. Deliverables and Time frame**

Gazette Notifications for the acquisition of the affected properties falling in Suburban Railway Project alignment will be issued from time to time. Some of the notifications have already been issued. The selected Consultant is expected to carry out the work as and when such notifications are issued and made available to the selected Consultant by K RIDE. In case of any delay in issue of notifications in a particular stretch, the consultant shall wait and commence the work in that stretch as soon as the notification is issued. No extra payment will be made on this account. The selected Consultant shall complete the assessment and offer opinion on unit Market Value of all notified structures in respective Gazette Notification.

Weekly report on the structures inspected and valued shall be submitted in the template approved by K RIDE. A minimum of 10 structures shall be inspected and complete report of valuation shall be submitted each week, unless there is delay in notifications and no scope is available for inspection/valuation till issue of next notification.

The selected Consultant shall closely work with the nominated officials of K RIDE during entire course of the assignment. The selected Consultant shall take consent / approval of the nominated officials of K RIDE on below stages before submission of the Final Report

- a) Detailed valuation assessment including basis & justification of value leading to suggestive 'Market Value' for the consideration of the nominated officials of K RIDE.
- b) Draft Valuation Report incorporating the above for the final consideration of the nominated officials of K RIDE.
- c) The acceptance of the Final Valuation Report by the nominated officials of K RIDE depends upon the due process followed in above stages in consultation with the nominated officials of K RIDE.
- d) Final Valuation Report shall be submitted to the nominated officials of K RIDE as deliverables in soft copy and 3(three) nos. of hard copies.

### **4. Duration of Consultancy**

Since the Gazette Notifications for the acquisition of the affected structures in Suburban Railway Project alignment will be issued from time to time, the duration of services under this assignment will be for an initial period of 2 (two) years from the



date of commencement. The duration can be extended to any additional period based on mutual discussion and agreement.

## **5. Criteria for selection of valuers**

The valuers deputed for valuation of structures should have been registered with Income Tax Department and approved by K RIDE. Detailed calculations done to arrive at the value of structures, duly signed by the registered valuers shall be submitted.

## **6. Other Conditions**

6.1 In the event that any of the deployed personnel is found by the K RIDE to be incompetent, guilty of misbehaviour or incapable of discharging the assigned responsibilities, the K RIDE may direct the Consultant by a written notice, at the expense of the Consultant, to forthwith provide a replacement with personnel with equivalent or better qualifications and experience acceptable to the K RIDE.

Consultant shall promptly submit the CV of the personnel proposed to be deployed as replacement and K RIDE shall convey approval/rejection (after personal meeting, if required, with K RIDE).

Such replacement should be arranged at the earliest but not later than 30 days of such a notice. If a replacement is not arranged within 30 days, then a deduction @ 2% of the performance security or Bank Guarantee per each month or part thereof per personnel, will be applicable. In case K RIDE instructs to remove the personnel with immediate effect in the interest of project implementation, the Consultant shall be bound to comply with K RIDE's instructions without demur.

6.2 If the key personnel are required to be replaced on its own by the consultant, for the reasons other than permanent long-term disability or death of key personnel, the consultant shall do so for not more than 50% personnel except the Project Manager. To arrive at the percentage replacements, multiple replacements for the same position shall be counted multiple times.

6.3 The Project Manager being important controlling personnel for the project should normally not be changed once deployed.

6.4 If CV of the proposed personnel is found incorrect or inflated at a later date, the personnel accepted will be removed from his assignment and debarred from further assignments in K RIDE works for a period of 3 years. If a consulting firm submits such incorrect or inflated CV for the second time in the same contract, necessary action shall be taken by K RIDE to debar the firm from participation in future assignments of K RIDE for a period upto 2 years.

6.5 To ensure better discipline, management and better availability of key Personnel, the Consultant shall ensure that the deployed personnel reside in the vicinity of the K-RIDE in their work area by making suitable arrangement. Failure to ensure this will be treated as noncompliance of contractual obligations.

- 6.6 Any personnel who have been removed by K RIDE, in any of its contracts, shall not be recruited for the assignment.
- 6.7 The Consultant shall carry out the Services with due diligence and efficiency and shall furnish to the Government and the K RIDE such information related to the Services as the Government, or the K RIDE, may from time-to-time reasonably request.
- 6.8 The Consultant shall act at all times so as to protect the interest of the K RIDE and will take all reasonable steps to keep all expenses to a minimum consistent with sound professional practices.
- 6.9 All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and technical data compiled or prepared by the Consultant and communicated to the K RIDE in performing the Services (in electronic form or otherwise and including computer-disks comprising data) shall be the sole and exclusive property of the K RIDE, and may be made available to the general public at its sole discretion. The Consultant may take copies of such documents and data for purpose of use related to the Services under terms and conditions acceptance to the K RIDE, but shall not use the same for any purpose unrelated to the Services without the prior written approval of the K RIDE.
- 6.10 All computer programs developed by the Consultant under this Contract shall be the sole and exclusive property of the K RIDE; provided, however, that the Consultant may use such programs for their own use with prior written approval of the K RIDE. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the K RIDE's prior written approval to such agreements. In such cases, the K RIDE shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
- 6.11 The Consultant shall at all times cooperate and coordinate with the Railway/other Government Departments and the K RIDE, with respect to the carrying out of its assignment under the project.

## **7. Deficiency in Services**

- 7.1 In case of failure of deployment of key personnel, K RIDE will be entitled to a deduction @ 2% of the performance security or Bank Guarantee for each personnel.
- 7.2 In case of failure of replacement of key personnel on its own by the consultant after initial deployment, within 30 days from the date the Consultant intimates the K RIDE of his intention to replace the personnel (as the existing personnel has already left and unlikely to resume his duties), K RIDE will be entitled to a deduction @ 2% of the performance security or Bank Guarantee per each month or part thereof per personnel, will be applicable.
- 7.3 If the K RIDE is satisfied about non-performance of any obligation/provision as stipulated OR non-compliance of any of the provisions of the contract, a deduction of 2% of the amount payable for the particular deliverable shall be applicable for each instance of non-performance/noncompliance.

- 7.4 Notwithstanding anything contained above, the Consultant must ensure to perform/take corrective action on the particular non-performance/noncompliance in a reasonable time frame. Failure to take corrective action within a reasonable time frame, depending upon the importance of the activity, may lead to termination of contract as decided by the K RIDE.
- 7.5 If more than 5 incidents occur requiring deductions as mentioned in (7.3) above, K RIDE may initiate action to terminate the contract due to unsatisfactory performance.
- 7.6 If at any stage, it is detected that the consultant/consultant's personnel have/has indulged in/done any wrong measurements or accepted sub-standard work, resulting in over-payment, the recovery of such excess amount shall be made from the consultant from the next running bill. Further, if it is detected that any such act has been committed wilfully, the concerned personnel of consultant shall be removed immediately from the project and he shall be debarred to work in any assignment of K RIDE. In addition, action may be taken against the Consultant for termination of the Consultancy contract.
- 7.7 Notwithstanding anything contained above, the K RIDE may initiate proceedings for declaring the Consultant "Poor Performer/Banning of Business Dealings" for the default(s)/failure(s) noted of the Consultant in performance of their assignment depending upon the gravity/frequency of the default/failure.

## **8. Technical Requirements**

- 8.1 The Fair Market Value (FMV) of Structures/Buildings as existed on the date of preliminary notification (28/1) is required to be determined for offering compensation to property owner for consent award.
- 8.2 Consultant are required to estimate the Fair Market Value (FMV) of the Structures/Buildings for the properties as per CPWD norms. The "Plinth area rates and cost index method" detailed in CPWD norms are to be adopted in arriving FMV.
- 8.3 Consultant are requested to carry out the valuation of the Structures/Buildings of the properties bearing property identification number issued by K RIDE.
- 8.4 In order to facilitate identification of the properties, the following documents will be provided as and when required.
- a) Copy of plan showing location of property proposed to be acquired.
  - b) Joint measurement details- A sketch showing details and the area of the property proposed to be acquired and the adjacent properties.
- 8.5 The following procedures/points may be noted while preparing and submitting the valuation report.

- a) The font size of the report should not be less than 12 in Cambria.
- b) Minimum three photographs (colour) shall be taken from left, right and front side of the premises. Additional photos shall be taken for special items which are not covered in the plinth area rates. The photo prints shall be taken on the letter head of the consultant.
- c) The drawing indicating whole of the building and the portion of the building proposed for acquisition is to be prepared based on the actual dimension of the property and to be submitted with the report.
- d) The items not covered in the plinth area rates are to be estimated separately with justification for the rates if called for.
- e) The consultant is requested to visit the site to collect any additional information as may be required.
- f) The identification marks on the structures depicting portion of building proposed for acquisition are to be verified based on the JMC sketch.

# **SECTION -6**

## **Standard Form of Contract**

**SECTION VI:  
CONTRACT FOR CONSULTANT'S SERVICES**

**between**

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**[Name of Client]**

**and**

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**[Name of Consultants]**

**Dated:**

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**I. FORM OF CONTRACT**  
**TIME-BASED**

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2022, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Client") and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultant").

[\*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows: ".....(hereinafter called the "Client") and, on the other hand, a Joint Venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, and \_\_\_\_\_ (hereinafter called the "Consultants.")"]

**WHEREAS**

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract (hereinafter called "GC");
- (b) The Particular Conditions of contract (hereinafter called "PCC");
- (c) The following Appendices:

- Appendix A — Description of services
- Appendix B — Reporting Requirements
- Appendix C — Key Personnel and Sub-consultants
- Appendix D — Services and Facilities to be provided by the Client
- Appendix E — Cost Estimates in Indian Rupees **(Not Applicable)**
- 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

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) "Personnel" means, collectively, Key Personnel, Non-Key Personnel, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- u) "Foreign Currency" means any currency other than the currency of the Client's country.
- v) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- w) "Key Personnel(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 Master's 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 up to penultimate bill. In the final bill, the Consultant shall pay the applicable GST and then submit the claim along with the proof of payment for reimbursement.

## **2 Commencement, Completion, Modification and termination of Contract**

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

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

### **2.3 Expiration of Contract**

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

## 2.4 Modification

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

## 2.5 Force Majeure

### 2.5.1 Definition

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

### 2.5.2 No Breach of Contract

The failure of a Party to fulfil 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:

- a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within Ninety (90) days after receiving written notice from the Consultants that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in Ninety (90) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (90) days.



### 2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (ii) The Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 (ii) hereof; and
- (iii) 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 (c) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof 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 there of (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**

Not Applicable

## **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 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.

#### 4.6 Project Manager

If required by the PCC, the Consultants shall ensure that at all times during the Consultants performance of the Services a 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.

## **5.4 Payment**

**Payment shall be made as per BOQ only.**

## **6 Payment to the Consultants:**

### **6.1 Cost Estimates; Ceiling Amount**

Not Applicable

### **6.2 Remuneration and Reimbursable Expenditures**

Not Applicable

### **6.3 Currency of payment:**

All payments 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, 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.
- 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
1.4.1	<p><b>The addresses are:</b>  <b>Client:</b>                      Rail Infrastructure Development Company (Karnataka) Limited (K RIDE), Samparka Soudha, 1<sup>st</sup> Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1<sup>st</sup> Block, Bengaluru -560 010                      Email: <a href="mailto:gm@kride.in">gm@kride.in</a>  <b>Consultant:</b> -----                      Attention : -----                      Address : -----                      Facsimile : -----                      E-mail : -----</p> <p>Authority of Member in Charge <b>with</b> Phone and E-mail.                      (As per additional clause-6) _____</p>
1.5	The Services shall be performed in Bengaluru.
1.6	<p><b>The Authorized Representatives are:</b>  <b>For the Client:</b>                      General Manager, Civil / Land &amp; Project Coordination                      K RIDE or any other person authorized by him on his behalf</p> <p><b>For the Consultant:</b>                      -----</p> <p><i>[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_ entitled to appoint a representative for the JV. _____</i></p>

<p><b>Additional Para 1.7.3</b></p>	<p><b>Change in the Applicable law related to Taxes and duties.</b>          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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>a. a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or</li> <li>b. in the judicial or official governmental interpretation of such laws of India; or</li> <li>c. the commencement of any Indian law which has not entered into effect until the date of submission of proposal; or</li> <li>d. any change in the rates of any of the Indian taxes that have direct effect on the contract</li> </ul> <p>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 K RIDE of such reduction in cost and the contract price shall be adjusted accordingly as mentioned above.</p>
<p>2.1</p>	<p>The contract will become effective on the date of issue of Notice by the client to the consultant to commence the services.          The cost of stamp duty of the contract agreement shall be borne by the consultants as per the Karnataka stamp duty Act.</p>
<p>2.2</p>	<p><b>Commencement of Services:</b>          The number of days shall be 30 (Thirty).          Confirmation of Key Personnel availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Personnel.</p>
<p>2.3</p>	<p><b>Expiration of Contract:</b>          The time period shall be (2 years)          The Contract shall expire or determine on the completion of 2 (Two) years from the Effective Date</p>

<p><b>Force Majeure</b></p> <p><b>2.5.1.1 Definition</b></p>	<p>No party will be responsible for any failure to perform due to causes beyond its reasonable control, including, 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.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Personnel, 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.</p>
<p><b>Additional Para 2.5.4.1 Payments</b></p>	<p>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.</p>
<p><b>Additional Para 2.5.5 Measure to be taken</b></p>	<ul style="list-style-type: none"> <li>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.</li> <li>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</li> <li>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.</li> <li>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/K RIDE, shall either: <ul style="list-style-type: none"> <li>a. Demobilize, in which case the consultant shall be reimbursed for additional cost they reasonably and necessarily incurred, and, if required by the K RIDE, in reactivating the services; or</li> <li>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.</li> </ul> </li> </ul>

	In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses PCC
2.7.2	Deleted
<b>Additional Para 3.1.1 General</b>	Deleted
<b>Additional Para 3.1.2 General</b>	<p>Law Applicable to Services:</p> <ul style="list-style-type: none"> <li>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 Personnel and Sub-consultants, comply with the Applicable Law and the Contract.</li> <li>ii. Throughout the term of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when <ul style="list-style-type: none"> <li>a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or</li> <li>b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul> </li> </ul> <p>The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<b>Additional Para 3.2.1.1</b>	<p>The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>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.</p>
<b>Additional Para 3.2.4.1</b>	<p><b>Strict Duty to Disclose Conflicting Activities:</b></p> <p>The Consultant has an obligation and shall ensure that its Personnel 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.</p>

<p><b>Additional Para 3.3.1</b></p>	<p>Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>3.4</p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <ul style="list-style-type: none"> <li>a) Professional liability insurance, with a minimum coverage of value equal to the Contract value.</li> <li>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client’s country by the Consultant or its Personnel or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client’s country;</li> <li>c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client’s country;</li> <li>d) K RIDE’s liability and workers’ compensation insurance in respect of the Personnel 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 Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>e) Insurance against loss of or damage to: <ul style="list-style-type: none"> <li>(i) equipment purchased in whole or in part with funds provided under this Contract,</li> <li>(ii) the Consultant’s property used in the performance of the Services, and</li> <li>(iii) any documents prepared by the Consultant in the performance of the Services.</li> </ul> </li> </ul>
<p><b>Additional Para 3.4.1</b></p>	<p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p><b>“Limitation of the Consultant’s Liability towards the Client:</b> (a) Except in the case of gross negligence or wilful 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:</p> <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds one (1) time the total value of the Contract;</li> </ul> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant’s liability, if any, for damage to Third Parties</li> </ul>

	<p>caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.</p>
3.6 (c)	<p>The other actions are:  “Taking any action under the contract for which the written approval of the Client is required”</p>
3.8	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<b>Additional Para 3.8.1.</b>	<p><b>Proprietary Rights of the Client in Reports and Records:</b>  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 K RIDE in the course of the Services for purposes unrelated to this Contract without the prior written approval of the K RIDE.</p>
<b>Additional Para 3.9.1</b>	<p><b>Modify Equipment, Vehicles and Materials Furnished by the Client</b>  Any equipment or materials brought by the Consultant or its Personnel into the Client’s country for the use either for the project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.</p>
<b>Additional Para 4.2 (d)</b>	<p>“Key personnel 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.”</p>
<b>Additional Para 4.5.1</b>	<p>i) In case substitution is requested by the Consultant/asked by the K RIDE for the Key personnel 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 K RIDE. 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 Personnel subject to approval of the K RIDE.</p> <p>If suitable substitution of Key personnel is not deployed within the timeline decided in consultation with the K RIDE, it shall be treated as non-deployment of those Key personnel and deduction shall be made as stated in the Additional Clause-1 below.</p>

<p><b>Additional Para 4.5.2</b></p>	<p><b>Removal of Personnel or Sub-consultants</b>                  If the Client finds that any of the personnel 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 Personnel 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 Personnel, Non-Key Personnel or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide is placement.                  Any replacement of the removed Personnel or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
<p><b>Additional Para 4.5.3</b></p>	<p><b>Replacement/Removal of Personnel -Impact on payments</b>                  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.</p>
<p>4.6</p>	<p>Deleted</p>
<p>5.1</p>	<p>(a) Assist the Consultant with promptly obtaining, for the Personnel 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.</p> <p>(b) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.</p> <p>(c) Assist the Consultant, any Sub-consultants and the Personnel 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 Personnel and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services</p>
<p><b>Additional Para of 6.1</b></p>	<p>a) Payments under this Contract shall be in Indian Rupees</p> <p>b) <i>“The joint venture agreement needs to be registered under “The Registration Act 1908” after the issue of LOA. Incorporation of the JV is not expected. Payment can be made to the lead member or individual partner as provided for in the JV agreement”.</i></p>
<p><b>Additional Para of 6.2</b></p>	<p>Deleted</p>

<b>Additional Para 6.2 (g)</b>	Deleted
<b>6.4 (f)</b>	Deleted
<b>Additional Para 6.4 (g)</b>	The Itemized Invoice: The Consultant shall have to submit its itemized statements.
<b>Additional Para 6.4 (h)</b>	<p>With the exception of the final payment under 6.4(d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder</p> <p>The payment shall be regulated as below:</p> <p>a. In case the Project gets delayed beyond the approved time schedule due to reasons not attributable to the Consultant:</p> <p>The reasons for delay shall be reviewed by “Consultant Steering Committee” which shall have officials nominated by K RIDE and a representative of Consultant.</p> <p>The Consultant Steering Committee shall deliberate the reason for delay and if found not attributable to the Consultant shall accordingly revise the completion period of the contract for completing the Project.</p> <p><b>The accounts are:</b></p> <p>for local currency:</p> <p>Payment shall be made electronically in the account of the Consultant as per the details provided by the Consultant. In case the Consultant is a Joint Venture, the payment shall be made only in the name of Joint Venture/Lead Member</p>
<b>Additional Para 7.1.1</b>	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



<p><b>Additional Para 7.2</b></p>	<p><b>Claims, Disputes, Conciliation and Arbitration.</b>                  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:</p> <p>“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 &amp; International) Rules 2012, by one or more arbitrators appointed in accordance with its rules”.</p>
<p><b>Additional Clause-1</b></p>	<p>Deleted</p>
<p><b>Additional Clause-2</b></p>	<p>Deleted</p>
<p><b>Additional Clause-3</b></p>	<p>Deleted</p>
<p><b>Additional Clause- 4</b></p>	<p>Deleted</p>
<p><b>Additional Clause-5</b></p>	<p><b>Communications</b></p> <p>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</p> <p>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</p>
<p><b>Additional Clause-6</b></p>	<p><b>Authority of Member in Charge:</b>                  Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address to specified in Clause 1.1 of PCC</p>
<p><b>Additional Clause-7</b></p>	<p><b>Prohibited Practices, Commissions and Fees:</b>                  The Bank requires compliance with the Bank’s Prohibited Practices Policy and its prevailing sanctions policies as set forth in Attachment 1 to the PCC.</p>

<p><b>Additional Clause-8</b></p>	<p><b>Commissions and fees:</b> 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</p>
<p><b>Additional Clause-9</b></p>	<p><b>Termination of Contract for Failure to become Effective:</b> 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.</p>
<p><b>Additional Clause-10</b></p>	<p><b>Entire Agreement:</b> This contract contains all covenants stipulations and provision agreed bythe 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</p>
<p><b>Additional Clause-11</b></p>	<p><b>Good Faith:</b> 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</p>
<p><b>Additional Clause-12</b></p>	<p><b>Performance Security:</b> The Consultant 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 Consultant shall deliver the Performance Security to K RIDE. The Performance Security/additional Performance Security shall be issued by a bank and from within the country (or other jurisdiction) approved by the Client, 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 Consultant’s option, in any of the following forms: (i) An unconditional Bank guarantee in the prescribed format. (ii) A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of “Rail Infrastructure Development Company (Karnataka) Ltd” payable at Bengaluru.</p>

	<p>(iii) FDR in favour of “Rail Infrastructure Development Company (Karnataka) Ltd.” (free from any encumbrance).</p> <p>(iv) A deposit of cash or online bank transfer to K RIDE account.</p> <p>The bank guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under:</p> <p>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,</p> <p>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 K RIDE’s Bank through SFMS and only after this the BG shall become operative and acceptable to the K RIDE.</p> <p>The Issuing Bank shall send the SFMS to:</p> <p>Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE)</p> <p style="text-align: center;">Bank Name: Canara Bank  Branch: Prime Corporate  Account No. 0430201012110  IFSC Code: CNRB0002636</p> <p>In case the Consultant 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 &amp; Several responsibility. The Client shall be entitled to recover the amount of Bank Guarantees individually and all the Partners jointly at its discretion.”</p> <p>The Consultant shall ensure that the Performance Security/additional Performance Security is valid and enforceable until the Consultant has executed and completed the Works and remedied defects, if any. If the contractor does not complete the work for any reasons whatsoever, the terms of the Performance Security/ additional Performance Security specify its expiry date, and the Consultant has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Consultant shall be bound to extend the validity of the Performance Security/additional Performance Security until the Services have been completed and any defects have been remedied.</p>
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The Guarantees shall be unconditional and irrevocable. The Client shall return the Performance Security to the Consultant within 21 days after receiving a copy of the Performance Certificate or passing of the Final Payment Certificate whichever is later.

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 Consultant 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 Consultant, on his request.

Wherever the contract is terminated under Clause 15.2, the Performance Guarantee shall be encashed by the Client:

- 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 K RIDE 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

$$P = (A \times B) \div C \text{ where}$$

P = Proportionate Bank Guarantee Amount.

A = Contract price of the particular bill/schedule to which terminated part of work/services belongs.

B = Performance Guarantee amount in terms of GC 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/services should be got done separately, and independently by K RIDE without risk and cost of the original Consultant. The original Consultant shall be debarred from participating in the tender for executing the balance work. If the failed Consultant 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/services either in his/her individual capacity or as a partner of any other JV/partnership firm.

In case the Consultant 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 Client 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 Consultant or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encased and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.

- The Performance Security shall be for an amount of 3% (Three percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. The Consultant 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 1<sup>st</sup> bill till it reaches full Performance Security.

The Consultant shall not be entitled to any interest on the amounts so recovered. However, the Consultant shall be entitled for release of recovered amount of performance security against submission of bank guarantee of an equivalent amount, maximum three times during the contract.

- a) The successful bidders shall have to submit a Performance Guarantee (PG) Within twenty-one (21) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 days up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% of per annum shall be charged for the delay beyond 21 days, i.e. From 22<sup>nd</sup> day after the date of issue of LOA. Further if the 60<sup>th</sup> day happens to be declared holiday in the office of K RIDE, submission of PG can be accepted on the next working day.

	<p>In all other cases if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminate. In case contract is terminated K-RIDE shall be entitled to forfeit the Bis security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a startup recognized by the Department of Industrial Policy and Promotion (DIPP) under</p> <p>Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re- tender for the work.</p> <p>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.</p> <p>c) The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.</p>
<p><b>Additional Clause-13</b></p>	<p><b>Security Deposit</b></p> <p>The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Consultant 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 Consultant, K RIDE may retain any amount due for payment to the Consultant 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.</p> <p>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 1<sup>st</sup> on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of clause 2.5 of GC.</p> <p>Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid security by the Consultant with his tender will be returned by the K Ride.</p> <p><b>Note:</b> After the work/services are fully completed as certified by competent authority, Security Deposit recovered from the running bills of a consultant 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.</p>

	<p>(i) <b>Refund of Security Deposit:</b> Security Deposit mentioned in clause above shall be returned to the Consultant along with or after, the following:</p> <p>(a) Final Payment of the Contract <b>and</b></p> <p>(b) Execution of Final Supplementary Agreement or Certification by Engineer that K RIDE has No Claim on Consultant and</p> <p>(c) Maintenance Certificate issued, on expiry of the maintenance period.</p> <p>(ii) <b>Forfeiture of Security Deposit:</b> Whenever the contract is rescinded as a whole under clause 2.7 of GC, 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 2.7 of GC, the Security Deposit shall not be forfeited.</p> <p>No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Consultant under the Contract, but Government Securities deposited in terms of Sub-Clause 50 (a) of this clause will be payable with interest accrued thereon.</p>
<p><b>Additional Clause-14</b></p>	<p><b>Priority of Documents:</b></p> <p>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 K RIDE shall issue any necessary clarification or instruction to the consultants</p> <p>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 K RIDE 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:</p> <p>i) The Contract Agreement</p> <p>ii) The Letter of acceptance</p> <p>iii) Amendments to the tender documents issued by the K RIDE if any</p> <p>iv) Responses to the pre bid queries issued by the K RIDE if any</p> <p>v) Financial Bid</p> <p>vi) Invitation for Bids</p> <p>vii) Instructions to the bidders</p> <p>viii) Scope of work</p> <p>ix) Particular Conditions of Contract</p> <p>x) The General Conditions of Contract</p>

	xi) The consultant's proposal and Any other document forming part of the contract.
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#### 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**

**Key Personnel of category**

The minimum educational qualification and experience for the personnel in position is contained below.

**TABLE - 1**

**Qualification and experience requirement of consultant's staff**

<b>S.No</b>	<b>Position</b>	<b>Nos.</b>	<b>Minimum Experience and Qualification</b>
1	Project Manager	1	Graduate in Civil Engineering with min 10 years of experience in valuation of structures / Diploma Holder in Civil Engineering with min 15 years of experience in valuation of structures
2	Manager	1	Graduate in Civil Engineering with min 5 years of experience in valuation of structures / Diploma Holder in Civil Engineering with min 8 years of experience in valuation of structures
3	Engineer	1	Graduate in Civil Engineering with min 3 years of experience in valuation of structures / Diploma Holder in Civil Engineering with min 5 years of experience in valuation of structures

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

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

JMC sketches/notifications, Bangalore suburban Railway project alignment will be furnished by the client to the successful consultant.

**Appendix E: Cost Estimates in Indian Rupees**

**(Not Applicable)**

## Appendix F: Form of Guarantee for advance payment

### FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

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

**Ref:** **Bank Guarantee**

**Date:**

**Dear Sir.**

In consideration of M/s (hereinafter referred as the "K RIDE", which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. (hereinafter referred to the "Consultant" which expression shall unless repugnant to the context of meaning thereof. include its successors, administrators, executors and assigns), a contract by issue of K RIDE's Contract Agreement No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at for \_\_\_\_\_ Contract (hereinafter called the "Contract")

**(Scope of work)** and the K RIDE having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to

\_\_\_\_\_ (in words and figures) as an advance against Bank Guarantee to be Furnished by the Consultant.

We \_\_\_\_\_ (Name and address of the Bank) having its Head Office at \_\_\_\_\_ (Hereinafter referred to as the Bank, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators' executors and assigns) do hereby unconditionally; and irrevocably guarantee and undertake to pay the K RIDE immediately on demand any or, all monies payable by the Consultant to the extent of as aforesaid at any time up to @ without any demur, reservation, context, recourse or protest' and 'or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the K RIDE and the Consultant or any dispute pending before any Court,

Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the K RIDE discharges this guarantee.

The K RIDE shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The K RIDE shall have the fullest liberty without affecting this guarantee. to postpone from time to time the exercise of any powers vested in them or of any right

which they might have against the K RIDE and to exercise the same at any time in any manner,

and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the K RIDE and Consultant any other course or remedy or security available to the K RIDE. The bank shall not be relieved of its obligation under these presents by any exercise by the K RIDE of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the K RIDE or any other

indulgence shown by the K RIDE or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the K RIDE at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the K RIDE may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above or liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force up to and including @ \_\_\_\_\_ and shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated: this \_\_\_\_\_ day of \_\_\_\_\_ 20 at \_\_\_\_\_

WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address) Designation (with Bank stamp)

Attorney as Power of

Attorney No. \_\_\_\_\_

Dated \_\_\_\_\_

Strike out, whichever is not applicable. @ The date will be 24 months after the date of release of payment.

**Notes:**

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from an Indian scheduled Commercial Bank.
3. Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client

might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



**Appendix-G**

**Format for Performance Security**

**To**  
**The General Manager/Civil/L&PC,**  
**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 up to 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., up to 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: 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 PERFORMANCE SECURITY (BANK GUARANTEE)**

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

**From:**

*Name and Address of the Bank....*

.....

**To:**

*The General Manager/Civil/L&PC,  
Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE),  
1<sup>st</sup> Floor, Samparka Soudha, Opp. Orion Mall, Dr Rajkumar Road,  
Bengaluru - 560010*

*WHEREAS, Rail Infrastructure Development Company (Karnataka) Limited, hereinafter called the **K RIDE**, acting through **[Insert Designation and address of the K RIDE's Representative]**, has accepted the bid of **[Insert Name and address of the Contractor]**, hereinafter called the **Contractor**, for the work of **[Insert Name of Work]**, vide Notification of Award No. **[Insert Notification of Award No.]**.*

**AND**

*WHEREAS, the contractor is required to furnish Performance Security for the sum of **[Insert Value of Performance Security required]**, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.*

*WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the **[Insert name of the JV partner]**, a JV partner on behalf of the contractor, agreed to give guarantee for performance security and additional performance security as hereinafter contained:*

- 1. KNOW ALL MEN by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the K RIDE the full amount in the sum of **[Insert Value of Performance Security required]** as above stated.*
- 2. The Bank undertakes to immediately pay on presentation of demand by the K RIDE any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the K RIDE 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 K RIDE of Bank*

3. On payment of any amount less than aforementioned full amount, as per demand of the K RIDE, the guarantee shall remain valid for the balance amount i.e., the aforementioned full amount less the payment made to the K RIDE.
4. The Bank shall pay the amount as demanded immediately on presentation of the demand by K RIDE without any reference to the contractor and without the K RIDE being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the K RIDE and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty-eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the K RIDEs right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the K RIDE or the guarantee is released by K RIDE before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the K RIDE before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and K RIDE 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 K RIDE. 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 K RIDE available with the K RIDE. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the K RIDE.

Date .....

Place.....

*[Name in Block letters]*

.....

*[Signature of Authorised person of Bank]*

.....[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 Consultant is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the K RIDE by the JV Partners in proportion 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  
Time-Based**

**Project Name:** Bengaluru Sub-Urban Railway Project (BSRP)

**Assignment Title:** "Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project".

Contract No. \_\_\_\_\_

**between**

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY {KARNATAKA)LIMITED

**and**

*[Name of the Consultant]*

**Dated:** \_\_\_\_\_

**Appendix-J**  
**Form of Contract -**  
**TIME BASED**

(Text in brackets [] is optional; all notes should be deleted in the final text, to filled whichever is applicable)

This CONTRACT (hereinafter called the "Contract") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client or Recipient] (hereinafter called the "Client") and, on the other hand, [name of consultant] (hereinafter called the "Consultant").

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]*

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, Personnelise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

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

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

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) The General Conditions of Contract
- (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

Appendix E — Cost Estimates in Indian Rupees **(Not Applicable)**

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 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 be set forth in the Contract, in particular:

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

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

For and on behalf of RAIL INFRASTRUCTURE DEVELOPMENT COMPANY  
{KARNATAKA} LIMITED

*[Authorized Representative of the Client – name, title and signature]*



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For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

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*[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 the Joint Venture]*

*[Name of the lead member]*

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

**Appendix - K**  
**FORM OF CONTRACT AGREEMENT**

**“Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project”.**

**CONTRACT No.** \_\_\_\_\_

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the “Contract”) is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021,

between \_\_\_\_\_ the \_\_\_\_\_ on \_\_\_\_\_ the \_\_\_\_\_ one part (hereinafter called the “K RIDE”) acting through the General Manager/Civil/L&PC, 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 K RIDE has requested the Consultant to provide “Consultancy Services for valuation of structures to be acquired for Bengaluru Suburban Railway Project”.

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

NOW THEREFORE the parties hereto hereby agree as follows:

**Clause 1. Services.**

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference (TOR) set forth in the Bid document. Any modifications to such TOR that materially impact upon the Services which may be agreed between the Consultant and the K RIDE.

**Clause 2. Reports.**

The Consultant shall submit to K RIDE in the English language the reports and documentation specified in Section 5

**Clause 3. Personnel.**

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.

The consultant shall, at all times, ensure that there is a GM/K RIDE acceptable to the K RIDE to supervise and coordinate the operations of the personnel in the field and to be responsible for liaison between the Consultant and the K RIDE.

**Clause 4. Commencement Date.**

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

**Clause 5. Date of Arrival.**

The Consultant shall promptly inform the K RIDE of the date of arrival of the personnel at site.

**Clause 6. Provision of Services and Payment to the Consultant:**

- a) In consideration of the payments to be made by the K RIDE to the Consultant as indicated in this agreement, the consultant hereby covenants with the K RIDE to provide the services in conformity in all respects with the provisions of the contract.
- b) The K RIDE hereby covenants to pay the Consultant in consideration of the provision of services for completion of the project, the contract price or  
  
such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract.

**Clause 7. Accounts for Payment:**

All payments under this Contract shall be made to the following account of the Consultant:

.....

**(To be indicated by the Consultant and agreed by the K RIDE)**

**Clause 8. Authorized Representative of Consultant.**

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by a designated representative and on behalf of the K RIDE by designated representative of the K RIDE.

**Clause 9. Notices and Requests.**

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, telex or facsimile to the

party to which it is required to be given or made at such party's address (given below) specified in writing to the party giving such notice or making such request.

The General Manager (L&PC), Rail Infrastructure development Company (Karnataka) Limited

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\_\_\_\_\_

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For the Consultant

\_\_\_\_\_

\_\_\_\_\_

**Clause 10. Effective Date.**

The Contract shall become effective upon the date notice is given to the Consultant to proceed with the Services pursuant to Clause 4 above.

Should the Contract not have become effective within ninety (90) calendar days of the issue of Letter of Acceptance, either party may, by not less than ten (10) calendar days written notice to the other party, declare the Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

**Clause 11. Miscellaneous.**

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

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

**Clause 12: Documents forming the Contract.**

The following documents along with original BID documents, addendum/corrigendum or any other reference made in connection with BID document shall be deemed to form and be read and construed as part of this Contract Agreement.

- i) The Letter of Award
- ii) The Consultant's Proposal along with the addenda
- iii) All correspondence between Consultants and K RIDE after Submission of BID and before issue of Letter of Award.
- iv) Notice to Proceed.
- v) Performance Security.

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

FOR AND ON BEHALF OF (THE K RIDE)

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(Authorized Representative)

FOR AND ON BEHALF OF (THE CONSULTANT)

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(Authorized Representative)

--00-00-00--