REQUEST FOR PROPOSAL

No: K-RIDE/FIN/SAP/03/2022   Date: 03.09.2022

IMPLEMENTATION OF ERP-SAP/S-4 HANA SOLUTION.

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

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

Rajajinagar 1st Block, Bengaluru-560010

Tel: 91-9535688982, E-mail: **gmfinance@kride.in**

REQUEST FOR PROPOSAL (RFP)

IMPLEMENTATION OF ERP-SAP/S-4 HANA SOLUTION.

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

No. **K-RIDE/FIN/SAP/03/2022**   Date: 03.09.2022

BID NOTIFICATION

(E-procurement)

Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management).

1. The Managing Director, Rail Infrastructure Development Company (Karnataka) Limited invites technical and financial proposals from reputed Consulting Firms for Providing **Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management).**

Sl. No.	Name of work	EMD (Earnest Money/Tender Security)	Period of Completion
I	Implementation of ERP-SAP/S-4 HANA Solution a) Human Resources Management including Payroll (HR) b) Financial & Accounting Module (FICO) c) Project Systems (PS) d) Materials Management (MM)	**Minimum INR Two Lacs as per KTPP Act**	1. Cost for SAP software License (35 number of Licence), Hana Database, and SAP Enterprise Product Support – One Year 2.A. Implementation Cost and SAP Support within 1 year of implementation – One Year and 2.B. 2nd year support after Go-live – One Year 3. Cloud hosting services – Two year

2. E- proc. **K-RIDE/FIN/SAP/03/2022** *Date: 03.09.2022*

3. Selection will be based on Quality & Cost Based Selection Procedure – 80:20 (QCBS).

4. Interested applicants may access bidding documents (RFP) from the e-procurement portal https://eproc.karnataka.gov.in **from 03.09.2022 at 15.00 hours** onwards.

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

6. <u>Pre-proposal/pre-bid meeting will be held on 26.09.2022 **(i.e. Monday) at 11.30 am.** Queries pertaining to the Bid documents, if any, shall be submitted in writing / by email **before 18.09.2022** at 15.00 hrs. The postal address and email ID shall be as follows:</u>

    RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED
    #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Tel: 91-9535688982
    E-mail: gmfinanance@kride.in

7. Last date for submission of Technical & Financial proposals is 06.10.2022 **at 15.00 hours.**

8. Opening of Technical Bid is on 07.10.2022 **at 15.30 Hours** and Financial bid will be open on or after **21.10.2022 at 15.00 hours.**

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

    <u>Please note henceforth, any changes in the schedule will not be published through Newspapers and further changes will be updated only on GoK e-procurement portal</u> **https://eproc.karnataka.gov.in** *<u>and K-RIDE Website</u>* **https://www.kride.in**.

    Therefore, the bidders are advised to visit K-RIDE website and Karnataka e-procurement portal for further details.

    General Manager (Finance)/ K-RIDE,

    Tel +9535688982

    E-mail: gmfinance@kride.in

(Published on Website of K-RIDE website as per date mentioned in this Bid Notification Sr. no.4)

SECTION-I

LETTER OF INVITATION

SECTION I: LETTER OF INVITATION

Bangalore Dt:_____

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 Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management).

3) The Consultant shall assist the Client to effectively implement and administer the Project focusing on both, the quality and timely implementation of ERP system including Training is set out in Section V - Terms of Reference (TOR).

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 V - Terms of Reference (TOR).

6) The consulting firms meeting the minimum eligibility criteria shall only apply. (For minimum eligibility criteria 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 I - Letter of Invitation

   Section II - Information to Consultants & Data sheet

   Section III - Technical Proposal - Standard Forms

   Section IV- Financial Proposal - Standard Forms

   Section V - Terms of Reference

   Section VI – Contract for Consultancy Services (Forms, GCC, SCC, Appendixes).

Yours sincerely,

Sd/-

GM (Finance), KRIDE

SECTION-II

INFORMATION TO CONSULTANTS (ITC) AND DATA SHEET

SECTION II. INFORMATION TO CONSULTANTS AND DATA SHEET
1. INTRODUCTION

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

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

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

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

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

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

1.7   The Consultant is required to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

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

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

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

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

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

(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 Procurement Entity, 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 Procurement Entity 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 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: Refer Data Sheet

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

1.13   Bidding Documents can be downloaded free of cost from K RIDE website www.kride.in and Karnataka Public Procurement Portal of GoK https://eproc.karnataka.gov.in as mentioned in Bid Notification Clause no.4. The bids should be submitted online via Karnataka Public Procurement Portal https://eproc.karnataka.gov.in

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

1.13   Bidding Documents can be downloaded free of cost from K RIDE website www.kride.in and Karnataka Public Procurement Portal of GoK https://eproc.karnataka.gov.in **from 03.09.2022 at 15.00 hours**. The bids should be submitted online via Karnataka Public Procurement Portal https://eproc.karnataka.gov.in

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

1.15   **REGISTRATION:**

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

Registration fee.

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

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

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

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

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

g.   The scanned copies of all original documents should be uploaded on the Karnataka Public Procurement Portal.

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

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

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1   Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the **Data Sheet**. The Client will respond by cable, telex, facsimile, or electronic mail to

such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2   At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded in e-procurement portal and will be binding on all invited consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

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

Technical Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 The Technical Proposal shall not include any financial information.

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 IV). It lists all costs associated with the Assignment, including

(A) Breakdown of Remuneration for staff and

(B) Breakdown of fixed expenses

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

3.8   The **Data Sheet** indicates the period during which the Consultant's proposal must remain valid after the submission date. During this period, the consultant shall maintain its original proposal without any change including the availability of the Key experts, the proposed rates and the total price. 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 consultant who does not agree has the right not to extend the validity of their proposals.

4. SUBMISSION AND OPENING OF PROPOSALS

4.1   The completed Technical and Financial 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. A Technical Proposal containing material financial information shall be declared 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)   The technical Proposals will be opened in the e-procurement portal, on the date and time, and the address indicated in the Data sheet, in the presence of the consultants who wish to attend. The consultants shall submit the copy of the necessary relevant original documents at the time of opening of technical proposal.

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

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 Proposal:

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

5.5   The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who wish 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 IV–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 and as specified in **Data Sheet.**

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

6. NEGOTIATIONS

6.1   Negotiations will be held at the address indicated in the **Data Sheet**. The aim is to reach agreement on all points and sign a contract.

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

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

6.4   Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the professionals named in the Proposal. Before contract negotiations, the Client will require assurances that the professionals will be actually available. The Client will not consider substitutions during contract negotiations unless

both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

6.5   The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the 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

Para Ref.	Information to consultants
1.1	The name of the Client is: General Manager (F), K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited) Address: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Tel: 91-9535688982 **E-mail: gmfinance@kride.com**
1.1	Method of Selection is: Quality and Cost Based Selection (**QCBS**)
1.2	The consultants are required to submit technical proposal and financial proposal separately through e-portal. Name of the assignment is: **"Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management)"**
1.4	The Consultant's representative should contact the officials named in the Data Sheet (Clause 1.1) to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. A pre-proposal conference will be held. The Date, Time and venue are as below: Date: As notified in GOK e-procurement portal & KRIDE website Time: 11.30 Hrs. Venue: In the client's office address indicated in Para 1.1 above
1.5	The client will provide the inputs as specified in ToR
Additional Para 1.7.1 (c)	**The Consultant shall be disqualified if:** (a) The Consultant or any of its constituents included in the bid have been blacklisted/ banned business dealings for all Government Departments or by Ministry of Railways or by K RIDE at any time till finalization of bids, except in cases where such blacklisting/ banning has been

withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence is to be produced.

(b) Any previous contract of the Consultant or any of its constituents had been terminated for Consultant'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.(K-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs at any time starting from 3 years before the deadline for submission of bids and upto one day before the date of opening of price bids;

Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by Rail Infrastructure Development Company (Karnataka) Ltd/)/ Government of India and its PSUs/ Government of Karnataka and its PSUs. or such termination of the Contract has not been revoked by Rail Infrastructure Development Company (Karnataka) Ltd)/ Government of India and its PSUs/ Government of Karnataka and its PSUs or competent authority of K- RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs has not passed an order of non-applicability of disqualification of the Consultant or any of its constituents despite such termination

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

(d) The Consultant or any of its constituents:

(i) has suffered bankruptcy/insolvency or

	(ii) is in the process of winding-up or
	(iii) has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process On the deadline of submission of bids or thereafter till finalization of bids.
	(a) The consultant is found ineligible by the Employer, in accordance with Data sheet.
	(b) The consultant or its constituent(s) has been declared by K-RIDE/)/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids. OR The consultant or its constituent(s) has been declared by K-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer at any time after the deadline for submission of bids and upto one day before the date of opening of price bids.
	The Consultant or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.
	Consultant shall immediately inform the Employer in case they cease to fulfil eligibility. In case the consultant fails to inform the Employer or submits a false affidavit his proposal shall be summarily rejected and proposal security shall be forfeited. The consultant shall also be liable for Banning of Business dealings for a period up to five years.
	The Consultant shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Performa given in Section 3. Non-submission of an affidavit by the consultant shall result in summary rejection of his proposal
1.7.2	The client envisages the need for continuity for downstream work: Yes

1.8	GOK's policy
	The Client requires that consultants, suppliers, and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Client
	Clauses on fraud and Corruption:
	(aa) "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution
	(bb) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity and includes collusive practice among the Bidders either prior to or after Bid submission, designed to establish Bid price at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition".
	(cc) "collusive practice" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to influence the action of any party in a procurement process or the execution of a contract
	(dd) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
1.11	1. In this tender, the tender security / EMD has to be paid as per amount mentioned in Bid Notification. Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated below shall be rejected by the Employer as non-responsive.
	2. The Earnest Money Deposit (EMD)/ Tender security has to be paid as per Karnataka Public Procurement Portal guidelines.
	3. The bidder has to submit EMD along with Technical bids.
	4. The EMD amount as mentioned in Bid Notification is accepted in online and offline modes with Part EMD Option.

5. Part EMD option is where the bidder has two sub-options:

Option 1: Pay EMD of Rupees One Lac in GoK Portal via online/office mode (not through DD/BG) and will be maintained in the Government of Karnataka central pooling account held at ICICI Bank until the contract is closed and balance amount of EMD to be furnished in the form of DD / Bank Guarantee (BG) of any Nationalized Bank/Scheduled Bank (as per RBI guidelines) payable in name of Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bengaluru.

OR

Option 2: Pay full amount of EMD in GoK Portal via online/office mode.

6. The online and offline mode are detailed below:

   A. Online Modes:

     i. Credit Card.

     ii. Direct Debit (Debit Card)

     iii. Net Banking

   B. Offline Modes

     i. National Electronic Fund Transfer (NEFT)

     ii. Over the Counter (OTC)

For offline NEFT and OTC mode bidder has to complete the payment as per the user manual given in E-proc portal and enter the bank transaction reference number on the E-Proc portal to complete the procedure.

For further details/clarifications, kindly Click on the link https://eproc.karnataka.gov.in/eprocportal/pages/contractors.jsp

then click on User Manuals & Refer e-payments.

7. The EMD/Tender security shall be valid up to 60 days beyond tender validity, or up to the date mentioned in the letter of request for extension.

8. The scanned copy of the BG should be uploaded to the tender in the e-procurement platform. The Original Bank Guarantee shall compulsorily be produced & submitted for verification before the opening of the technical bid date and time as specified in GoK e-portal to the concerned General Manager (F) in K-RIDE office. The bidder shall note that the Original Bank Guarantee submitted

through post/in person, if it does not reach before the opening of the technical bid date and time as specified in e-portal to the General Manager (F) in K-RIDE office the bid will not be considered for technical evaluation.

10. The bids of the Consultants who have failed to produce and submit the original bank guarantee of earnest money deposit of tender before the opening of the technical bid date and time as specified in e-portal to the General Manager (F) in K-RIDE office, the bids will not be opened/If it is opened by default/manual/electronic error the bid will not be considered for technical evaluation and bid shall be rejected. Non reconciliation of tender earnest money deposit receipt of payment in Government of Karnataka central pooling account held at the ICICI Bank, the tender gets rejected.

11. In case the Tenderer has opted for Tender security in the form of an unconditional Bank Guarantee, the Tenderer should upload the scanned copy of Bank Guarantee along with the Tender submitted on GoK e-procurement portal. Non submission of scanned copy of Bank Guarantee with the Tender on e-tendering portal and non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of Tender. The details of the BG, physically submitted should match with the details available in the uploaded scanned copy and the data entered during Tender submission time, failing which the Tender will be rejected.

12. Bank Guarantee should be in favor of Managing Director, Rail Infrastructure Development Company (Karnataka) Limited Payable at Bangalore.
    Bank Guarantee may be submitted in following form:

    (a) An unconditional bank guarantee using the Form given in Section 3: Qualification Information and Bidding Forms. The bank guarantee shall be from a bank having minimum net worth of over INR 500 million from the specified banks as under:

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

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

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

Further, the Tender Security in Original form along with a copy of "MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report" sent by the BG issuing Bank Sealed in an envelope shall be submitted, as stated in submission of Proposal

The Issuing Bank shall send the SFMS to:
Beneficiary: Managing Director, Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)
Bank Name: Canara Bank
Branch: Prime Corporate Branch
Account No. 0430201012110
IFSC Code: CNRB0002636

13. Unless otherwise specified in the BDS, any Tender not accompanied by an enforceable and compliant Tender security as required in accordance with ITC, shall be summarily rejected by the Employer as non-responsive.

14. The Tender security of the Tenderer who have been determined to be unqualified for opening of their financial Tender shall be returned within 3 working days after the opening of financial Tender.

15. The Tender security 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.

	16. The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
	17. The Tender security may be forfeited:
	a. If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
	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 in accordance with ITT Clause 7.2 of BDS;
	ii. furnish a performance security in accordance with Additional Clause-11 of SCC
	iii. accept the correction of its Tender Price pursuant to clause 5.9 of Proposal Evaluation; or
	iv. 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 3.3 of BDS 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.
	18. The Tender Security of a JV shall be in the name of the JV that submits the Tender or the lead member of the JV. If the JV has not been legally constituted at the time of Tendering, the Tender Security shall be in the names of all future partners as named in the letter of intent/ of JV mentioned in 3.3 of BDS).
2.1	Clarifications may be requested as mentioned in BID Notification. The address for requesting clarifications is indicated in Para 1.1 above.
3.1	Proposals should be submitted in the <u>English</u> Language. All correspondences shall be in English language.
3.3 (ii)	The estimated number of professional staff months for the assignment is indicated in the ToR. The Consultant's Proposal must include at least <u>the minimum</u> time-input of Key Professionals and Sub-professionals specified in the ToR. If a Proposal includes less than the required minimum time-input, the shortfall in time-input will be increased to the minimum time-input during evaluation and amount revised accordingly.

	Proposals that quoted higher than the required minimum of time-input will not be adjusted.
3.3 (iv)	The required minimum experience of the key professionals is indicated in Appendix-C of the SCC
3.3 (v)	Failure to comply with this requirement will make the proposal non-responsive.
3.3 (vi)	Reports to be issued by the consultants as part of this assignment must be in English
3.3 (vii)	**(a) Eligible Bidders**: A Bidder means any person or firm or company, including any member of a joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process. The bidder must ensure the following (a) In case of Single Entity: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder. (b) In case of Joint Venture - No. of partners: 3 (c) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this Bid only if the bidder is registered with the Competent Authority. (d) "Bidder from a country which share a land border with India" for the purpose of this Order means: - 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A joint venture where any member of the joint venture falls under any of the above. The beneficial owner for the purpose of above clause will be as under

In case of a Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or in concert, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation: -

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

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

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

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

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

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

3.3 vii (b) Joint Ventures:
Biding 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 5.3 of Data sheet).

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

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

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

   v.   Equipment capabilities: Not applicable.

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

c. Each partner must satisfy the following criteria individually:

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

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

iii.   Litigation History (Instructions to Bidders: The intending Bidder/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 Bidder or any partner of a joint venture may result in failure of the application).

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

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 Biding periods and, in the event of a successful Bid, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

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

f.   A copy of the Joint Venture (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.

	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 Bid and enclosed to the Bid document J.V. Partner shall not enter in to multiple JV's with different Bidders of the same work.

The qualification of a joint venture does not necessarily qualify any of its partners to Bid 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 Bids, any of the constituent firms may qualify if they meet all of the qualification requirements, subject to the return approval of the employer.

A Subsidiary Company, registered/incorporated in India, for the purpose of meeting the eligibility criteria, may utilize the financial and technical credentials of 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. |
| 3.3 (viii) | Refer 3.3 (ii) of Data Sheet above. |
| 3.4(viii) | a) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

b) The proposed work plan and methodology in the Technical Proposal shall not exceed **20 pages**. For every page crossing the page limit 0.5 marks may be deducted.

Submission of Standard Forms:

(ix)   3I Format of EMD/Bid Security

(x)   3J. Format for Power of Attorney for authorised signatory of single entity/Joint venture / members

(xi)   3K. Format for Power of Attorney to Lead Member and Authorised Representative Of Joint Venture/

(xii)   3L. Draft Memorandum of Understanding (MoU[1]) For Joint Venture / Participation Between |

	(xiii) 3M. Consultant's Organization and Experience
	(xiv) 3N. Financial Data (Works Done During the Latest Five Financial Years)
	(xv) 3O. Financial Data for Latest Last 5 Years
	(xvi) 3P. Code of Conduct Environmental, Social, Health and Safety (ESHS)
	(xvii) 3Q. Format for Affidavit to Be Submitted by Bidder Along with The Bid
	(xviii) 3R. Format for Certificate to Be Submitted by Bidder Along with The Bid
	(xix) 3S. Format for Certificate to Be Submitted by Bidder Along with The Bid For Sub Contracting
	(xx) 3T. Form of Parent company Guarantee
3.6	In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section IV). It lists all costs associated with the Assignment, including (A) Breakdown of Remuneration for staff and (B) Breakdown of fixed expenses
3.6 (a)	The price shall include cost of all key personnel, remuneration, support staff, office expenses (other than rent which shall be paid by K-RIDE), travel (reimbursable as per Appendix E of Section 6), accommodation (reimbursable as per Appendix E of SC), 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 **180 days** after the deadline date for submission of proposals as notified in Karnataka Public Procurement Portal.
4.1	Deadline date and time for submission of completed proposals is as notified in Karnataka Public Procurement Portal. The Proposal must be sent electronically through Karnataka public procurement portal – https://eproc.karnataka.gov.in The Karnataka Public Procurement Portal.will not allow proposals to be uploaded after the Due date and Time for submission of proposal

	For details on e-Payment services and more details on the process refer to Karnataka Public Procurement Portal.
4.2	**The para 4.2 to be read as:** The Technical Proposal shall not include any financial/cost/price information. A Technical Proposal containing material financial information shall be declared non-responsive/will lead to rejection of bids.

4.3	**The para 4.3 to be read as:**
	The Consultant must submit the following documents to the client at the address mentioned in 1.1 above on or before the due date & time of opening of Technical Proposals:
	    a. The Original Power of attorney to sign the proposal
	    b. Original Power of Attorney for Lead Partner (If applicable),
	    c. Original Letter of Association by Associates (If applicable)
	The Consultant shall also submit **one copy** of complete set of Technical Proposal documents uploaded in Karnataka Public Procurement Portal. The evaluation will however be based on the Technical Proposal documents uploaded in Karnataka Public Procurement Portal only.

4.4	**The para 4.4 to be read as:** Proposal Opening: (i) The technical Proposals will be opened in the Karnataka Public Procurement Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the consultants who wish to attend. The consultants shall submit the copy of the necessary relevant original documents at the time of opening of technical Proposal. (ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.
Additional Para 4.4 (a)	Time and Date of opening of Technical Proposal is as notified in Karnataka Public Procurement Portal The address is same as indicated in Para 1.1 above The Technical Proposals will be opened in the Karnataka Public Procurement Portal, in the presence of the Consultants who wish to attend. The following information will be read aloud at the opening of the Technical Proposals: a) Name of the Firm Whether the Hard copies of the documents have been submitted as per clause 4.3 of Data Sheet.

5.3	**A) Minimum Requirement:** **The Bidder should:** 1. Be an Indian Company registered under the Companies Act 1956 / 2013 for the last 5 years and the copy of the Certificate of incorporation/Registration to be submitted with the bid. 2. At-least be SAP Silver partner: copy of the Certificate issued by SAP to be submitted with the bid. 3. At-least have CMMI Level 3 certification and should be supported by Certificate issued by competent authority and to be submitted with the bid. 4. Have at least 25 Full Time SAP domain experts on its payroll (FICO, MM, HRM, and PS). Out of which 5 should be SAP Certified consultants, documentary proof in form of SAP Certification in name of Certified Consultant to be attached with the bid. The details of employees should be signed by Authorized representative of Consultant's organization. 5. Have experience of having executed SAP implementation and support in at least 3 companies/ 3 separate assignments as on 31st Mar 2022 (project should have been gone live), out of which, at least one company should be Govt. /PSU with minimum value of Rs. 1 Crores – should be supported by Customers Testimonials/Work order. 6. Have out of above SAP Experience all the project should be full cycle implementation with support inclusive of Modules HR, FICO, PS & MM in Indian companies with minimum 50 user base and should be supported by Customers Testimonials/work orders. 7. Have under taken three assignments in SAP implementation of value of Rs.2 Crore each or above in the past five years till 31st March 2022 should be supported by Customers Testimonials/work orders along with the bid. **B) Assignments / Work Experience:** Bidder must have successfully completed the following: **i.** Three similar assignments in SAP implementation of value of ₹2 Crores each or above in the past five years till 31st March 2022 - should be supported by Customers Testimonials/work orders, etc.

OR

ii. Two similar assignments in SAP implementation of value of ₹3 Crores or above in past 5 years till 31.03.2022 - should be supported by Customers Testimonials/work orders etc.

OR

iii. One similar assignment in SAP implementation of value of ₹5 Crores or above in past 5 years till 31.03.2022- should be supported by Customers Testimonials/work orders etc.

In case of Joint Venture:

iv. In case of joint venture, the work experience submitted will be evaluated as: 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 consider value of work as per their percentage participation in such JV, JV agreement showing percentage of participation in JV to be submitted along with the bid.

Similar works:

"Similar Works" for this Contract shall be defined as below:

Experience in SAP Implementation viz **"Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management)".**

C) Other requirement:

1. Work experience certificate from private individual shall not be considered.
2. In case Bidder submits work experience certificate issued by public listed company, the Bidder shall submit along with work experience certificate, the relevant copy of work order in support of work experience certificate.

D) Financial Eligibility Criteria:

i. The bidder should have average annual turnover of at least Rupees 3Crore (Rupees Three Crores Only) from SAP implementation/ Support projects for last three years ending 31st March 2022. The bidders shall submit Certificates to this effect duly certified by the Statutory Auditors of Company and duly supported by Audited Balance Sheet.

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

iii. The bidder should have registration under GST and should have valid GSTIN number. The bidder must submit as compliances of GST Act, the invoices in GST compliant format, failing which the GST amount shall be recovered/ adjusted by K-RIDE without any prior notice from the next invoices or available dues with K-RIDE. The bidder is requested to update/ upload the GST/ Taxes data periodically so as to avail Input Tax Credit (ITC) by K-RIDE, failing which it shall be recovered/ adjusted by K-RIDE without any prior notice from the next invoices or available dues with K-RIDE. Also, bidder need to consider all ITC received/receivable by it so as to ensure that as per GOI orders quoted prices are after due passing or the ITC benefit to the consumer.

iv.   **Net worth**: All partners of JV or a Sole bidder /Consultant firm/company should have positive net worth in the latest financial year. Certificates to this effect to be attested by the Statutory Auditors and duly supported by Audited Balance sheet.

(E) Credentials:

Credentials if submitted in foreign currency shall be converted into Indian currency i.e. Indian Rupee as under:

Bids will be compared in Indian Rupees only. This will be achieved by conversion of the Foreign Currency portion of the Bid into Indian Rupees by using the Exchange Rates published by Financial Benchmarks India Pvt. Ltd (www.fbil.org.in) 28 (twenty-eight) days before the latest date of Bid submittal, and then adding the same to the Indian Rupee portion of the Bid. In case this particular day happens to be a holiday, the exchange rate published by Financial Benchmarks India Pvt. Ltd (www.fbil.org.in) on the next working day will be considered.

[Explanation for clause 5.3 of Data Sheet- Eligibility Criteria]:

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

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

fulfilment of credentials for item 5.3.A of Data Sheet.

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 of Data Sheet.

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 of Data Sheet. This provision is only applicable for clause 5.3.B of Data Sheet.

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

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

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

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, he credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting

the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the Bidder shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

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

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

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

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

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

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

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

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

Only proposals of those Consultants who meet the Criteria specified above in Data Sheet Clause no.5.3 shall be eligible for further technical evaluation below:

Technical Evaluation:

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

A	Firm Experience		65 Maximum Marks	
Sr. No	Technical Evaluation criteria	Description	Documentary Proof to be submitted	Max. Marks
A.1	Turnover	If the Consultants average annual Turnover is Rs. i) 5Cr.-15Cr.: **2 Marks** OR ii) >15Cr.-30Cr.: **3 Marks** OR iii) > 30 Cr.: **5 Marks**	Extracts from the Balance sheet and Profit & Loss and Certificate from the Statutory Auditor(s)	5
A.2	**Consultant experience in proposed ERP**	Wide Experience of having executed Proposed ERP implementation and support in at least 3 companies/ 3	Work Order issued by the client/ Completion	20

			Implementation and Support	separate assignments with a value of Rs.1Crore or above each in past 7 years till 31st Mar 2022.	Certificate / go-live certificate from the organization.		

				A: No. of projects:
				i. 2 to 5 projects: **4 Marks**
				or
				ii. 6 to 7 projects: **5 Marks**
				or
				iii. More than 7 projects: **8 Marks**
				
				B. If any of the above claimed project is in the range of
				
				i. Rs.1Cr. < Rs.3Cr: **4 mark**
				        OR
				ii. Rs.3 Cr.< Rs.5Cr: **5 marks**
				        OR
				iii. Above Rs.5Cr.: **8 marks**
				
				C: If any projects is Rail/Metro Project / High Speed Rail / Construction industry/ Infrastructure projects: **4 Marks**			

	A.3	Quality Certification	CMMI Level 3 = **5 marks** **OR** CMMI Level 3 (5marks) + ISO 9001 (5 Marks) = **10 marks** **OR** CMMI Level 5 (7 Marks) + ISO 9001 (5Marks) + ISO 27001 (8 Marks) = **20 marks**	Copy of the valid certificate from an Authorized agency to be submitted.	**20**
	A.4	The Consultant should have at least 50 Full Time SAP Domain Experts/ Consultants on its payroll (FICO, HRM, MM and PS) out of which 5 should be SAP Certified consultants	50 to100 consultants: **7 marks** **OR** >100 Consultants: **15 marks** If, out of the above, SAP Certified consultants 6 to 20: **additional 2 mark** **OR** Above 20: **additional 5 marks**	The details of employees should be signed by Authorized representative of Consultant's organization.	**20**
	B	**Presentation**			**20 Marks**
	B.1	Presentation & Demonstration		The consultant may be called for presentation through VC or physically.	**10**
	B.2	Solution Methodology & Architecture			**10**
	The minimum experience and the scoring criteria for the Key Experts are tabulated below:				

C	Team Composition			15 Marks
S. No.	**Key Personnel**	**Minimum Qualification**	**Experience & Eligible Assignments**	**Max. Marks**
C.1	Project Manager	Engineering Graduate / MCA / MBA	Minimum Professional experience = 10 years: **2 Marks** Should have executed at least Two Similar ERP projects as Project manager. Should have experience of handling IT infrastructure application related complex project of worth more than INR 10 Crore: **3 Marks**	**5**
C.2	Functional Consultant (FICO, MM, PS, HR, ABAP)	Engineering Graduate	Minimum Professional experience of 5 years by each functional consultant: **5 Marks (1 mark for each functional consultant)** Should have implemented at least one ERP project: **5 Marks (1 mark for each functional consultant)**	**10**
			Total Marks	**100**

-Minimum Technical Score required to pass is:70 Marks

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

5.5	The Financial Proposals will be opened in the e-procurement portal on the date and time, as mentioned in e-procurement portal.
5.6	Break-up of Financial proposal in the format given in "Section IV– Financial Proposal Standard Forms"

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, then it will be assumed that the same have been factored in cost of other items and same shall not be paid separately. Any computational / arithmetical errors will be corrected.
5.8	**Price Bid Evaluation** Price Bids of only the Consultants who score a minimum TS of 70 (the "Qualified Consultant") shall be opened. The Employer will notify all those Consultants whose technical proposals did not meet the minimum qualifying score or were considered non-responsive indicating that their Price Bids remain unopened. The Employer shall simultaneously notify the Consultants that have scored a TS equal to or more than the minimum stipulate score indicating the date and time set for opening the Price Bids by registered letter or electronic mail, with a request to witness the same. After correcting any arithmetical errors, the evaluation of the price quotations will be made. **The Price Bid will be treated as invalid and the overall bid shall be rejected, if it is not signed and sealed.** For financial evaluation, total cost of bid price quoted shall be considered. The Bid Evaluation Committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the Consultant shall however be required to carry out such obligations without any compensation. In case, if Authority feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. The Authority shall correct any computational errors and correct prices in various currencies to the single currency of INR. The lowest financial proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores of other proposals will be computed as follows: $Sf = 100 \times Fm/F$ (Sf = Financial Score, Fm= Amount of lowest bid, F= Price of the proposal under consideration)

	The highest technical points (TM) will be given a technical score (St) of 100 points. The Technical scores of other proposals will be computed as follows: St = 100xT/TM (St = Technical Score, TM= Points of highest bid, T= Points of technical proposal) Combined evaluation of Technical and Financial Proposals – Proposals will finally be ranked according to their combined technical (St) and Financial (Sf) scores using the weightages mentioned above. S= St x 0.8 + Sf x 0.2 Where, S= Combined Score of Consultants St=Technical Score out of 100 Sf= Financial Score out of 100 The Combined Score of the Consultants would be calculated and the Consultant with the highest Score will be declared as successful Consultant subject to approval by competent authority. **Technical Score (St), Financial Score (Sf) and Combined Score (S)** shall be rounded off up to two decimal places. In case more than one Consultant has equal Score, the one having the higher/highest St will be declared successful.
5.8	The formula for determining the financial scores is the following: [S_f = 100 x F_m/F, in which S_f is the financial score, F_m is the lowest price, and F the price of the proposal under consideration] The weights given to the technical and Financial Proposals are: St= 0.80 and Sf= 0.20
6.1	The address is the same as indicated in Para 1.1 above
Additional Para 6.6	**Technical Negotiations:**

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

Financial Negotiations:

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

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

1. In case the Bidder fails to reconfirm its commitment and/or fails to replace the Key Expert(s) as indicated in clause 7.1.1(2) and 7.1.1(3), its bid shall be disqualified and next eligible Bidder in the ranking shall be invited for negotiations

2. The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the highest combined score subject to para 7.1.1 (2) & (3) below. In case of more than one bids are evaluated to have equal combined score the one having the highest technical score will be declared as substantially responsive to the bidding document.

3. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 2 Information to Consultant and Data Sheet are still being met by the Bidder whose offer has been determined to be the highest combined score. A Bid shall be rejected if the qualification criteria as specified in Section 2 Information to Consultant and Data Sheet are no longer met by the Bidder whose offer has been determined to be the highest combined score. In this event the Employer shall proceed to the next highest combined score to make a similar reassessment of that Bidder's capabilities to

	perform satisfactorily.
	4. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative.
	5. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations
Additional Para **7.1.1**	**Award Criteria:** 1. Negotiations are not normally permitted. However, if the competent authority is of the view that the negotiations should be held for any valid reasons the same shall be held at the address indicated in the 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. 2. The Bidder found successful in accordance with the Datasheet - Qualification and Evaluation criteria, shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the Bidder under this bidding document and to discuss issues such as availability and deployment of Key Expert(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may be resorted to. 3. If any of the Key Expert(s) of the successful Bidder, other than the Team Leader, scores less than 70% of the maximum marks allotted to its category, then the concerned Key Expert will have to be replaced during negotiations, with Key Expert(s) whose score will be minimum 70% or more in accordance with the stipulated qualification and evaluation criteria for its category(s). The Client shall intimate the concerned Bidder for the replacement of rejected Key Expert(s) at the time of inviting the Bidder for negotiations and the Key Expert(s) who is/are rejected shall have to be replaced by the Bidder within 15 days

of issue of such communication from the Client with another Key Expert(s) whose score will be at least 70% or more in accordance with the stipulated qualification and evaluation criteria for its category(s).

4. Notwithstanding the above, the substitution of Key Experts at the negotiations stage may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate

Notification of Award

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

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

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

7.2	**Expected date for commencement of consulting services is the date of issue of Letter of Acceptance (LOA).**

	Signing of Contract 1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. 2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. 3. The cost of stamp duty of the Contract Agreement shall be borne by the consultant as per the Karnataka Stamp Duty Act.

Additional Contract Condition-1	***(A) Special Provisions for Micro and Small Enterprises (MSEs):***
	
	i) Applicants registered with the agencies (as mentioned in para iii) below) as micro or small enterprise (MSE) are exempted from the payment of BID/bidding document fee.
	
	ii) Applicants registered with the agencies (as mentioned in para iii) below) as micro or small enterprise (MSE) will be exempted from deposit of Proposal/Bid Security.
	
	iii) Applicants who are interested in availing themselves of above benefits will enclose with their proposal;
	
	a) The proof of their being micro or small enterprise (MSE) registered with any of the following agencies;
	    1. District Industries Centres
	    2. Khadi and Village Industries Commission
	    3. Khadi and Village Industries Board
	    4. Coir Board
	    5. National Small Industries Corporation
	    6. Directorate of Handicraft and Handloom
	    7. 'Udyog Aadhaar' – The Online Portal of MSME
	    8. Any other body specified by Ministry of MSME.
	
	b) Supporting document(s) indicating the terminal validity date of registration which should be a date after the deadline for submission of proposals, failing which, their proposals shall not be liable for consideration of benefits detailed in para (i) & (ii) above.

	(B) Preference to Make in India: The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50 and the margin of purchase preference shall be 20%. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard.
Additional Contract Condition-2	**Unfair Competitive Advantage:** Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants

The Eligibility Criteria Matrix:

Requirement	Requirement Description	Submission Requirement	Single Entity	Joint Venture		
				All Partners Combined	Lead Partner	Other Partners
Clause 5.3 A	Minimum Requirement	As mentioned in Clause 5.3 A	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
Clause 5.3 B	Assignments / Work Experience	Work Experience Certificate	Must meet requirement	Must meet requirement	Must meet Requirement	Must have experience in similar works
Clause 5.3D(i)	Avg. Annual Turnover	Audited Balance Sheet & Profit & Loss Account	Must meet requirement	Must meet requirement	Must meet not less than 50% of Criteria	Must meet not less than 25% of criteria
Clause 5.3D (ii)	Form 16A / 26AS	Form 16A / 26AS for last three years	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
Clause 5.3D (iii)	GST	GST Certificate	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
Clause 5.3D (iv)	Net worth	Audited Balance Sheet & Profit & Loss Account	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement

SECTION-3
TECHNICAL PROPOSAL – STANDARD
FORMS

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

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

_____

_____

_____

Ladies/Gentlemen:

Subject: Consultancy Service for --:Technical Proposal.

We, the undersigned, offer to provide the consulting services for the **Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management)** 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, sub-Consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Rail infrastructure Development company (Karnataka) Limited (KRIDE) or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR Further, we are not ineligible under the Client's country laws or official regulations; 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 Experts. We accept that the substitution of Key Experts 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 Seven 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 your firm/entity(profiles):
Name of Client:	**Specific Role in the assignment such as Sole / JV Lead / JV partner / Associate or sub-consultant:**
Address:	No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs. ____):
Name of Associated Consultants, if any:	No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (General Manager/Finance/Coordinator, Team Leader) involved and functions 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 Experts, Non-Key Experts and relevant technical and administrative support staff.}

  (d) Quality Assurance System

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Project Manager

Sl. No.	Name	Position	Experience (in no. of years)	Task
1.				
2.				
3.				

2. Functional Consultant (separately for each consultant proposed)

Sl. No.	Name	Position	Experience (in no. of years)	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 Bid. Hence not to be filled now)

3H.   ACTIVITY (WORK) SCHEDULE

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

B.   **Completion and Submission of Reports – Refer "Implementation Milestones" – TOR Clause 3.4.**

3I FORMAT OF EMD/BID SECURITY (BANK GUARANTEE)

WHEREAS_____ having its registered office at_____(hereinafter called the —Bidder/Consultant) has submitted his bid dated _____ for Providing "**Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management)**".

KNOW ALL PEOPLE by these presents that we, _____having its registered office at_____(hereinafter called the Bank) are bound unto the Managing Director, Rail Infrastructure Development Company Karnataka Ltd (**K-RIDE**),Bangalore.(hereinafter called "the Employer") in the sum of Rs._____(Rupees_____) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents; SEALED with the Common Seal of the said Bank this day _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If after Bid opening the Bidder withdraws his Bid during the period of Bids validity specified in the Form of Bid.

OR

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of

Bid Validity.

a. Fails of confuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or

b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidders; or

c. Does not accept the correction of the Bid Price pursuant to clause24

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the conditions of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 days after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date and payable at Bengaluru Branch of Bank address at _____.

DATE_____SIGNATURE OF THE BANK_____
WITNESS_____
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...2022 (Signature of authorized Signatory)

....

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

Witness 1:   Witness 2:

 Name: Name:

 Address: Address:

 Occupation: Occupation:

*Notes:

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

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

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

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

POWER OF ATTORNEY[1]

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

……………………………………………………………

Whereas, the members of the Joint Venture comprising of 1. M/s. …,

2. M/s……………………………………………,

and

3. M/s……………………………………………. ,

are interested in submission of proposal for the work of

……

(Insert name of work) in accordance with the terms and conditions contained in the Bid documents.

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. ……………. (Lead Member), M/s_____and

M/s………………………………………_____hereby

designate

M/s……………………………………………………………………………………, being one of the members of the Joint Venture as the Lead Member of the Joint Venture and designate Mr/Ms._____Being   authorized representative of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or

things necessary or incidental to the Joint Venture proposal for the contract, including submission of proposal, withdrawal, substitution and modification of proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture/

JV in all its dealings with the Employer or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of Biding 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:   Witness 2:

Name: Name:

Address: Address:

Occupation: Occupation:

Notes:

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

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

3L DRAFT MEMORANDUM OF UNDERSTANDING (MOU[1])

For

JOINT VENTURE PARTICIPATION BETWEEN

M/s ……………… having its registered office at ……………………………………………………………………………………………… (here

in 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 "Employer"] has invited proposals for

…………………. "[Insert name of work] "

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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

   i)   Notice of Invitation for proposal, and

   ii)   Bid document

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

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

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

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

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

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

(a)   Lead Member share ….% ;

Responsibilities of Key Activities

   i)   …………
   ii)   …………
   iii)   …………

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

Responsibilities of Key Activities

      i)   ....

      ii)   ....

      iii)   ....

(c)   Joint Venture Member Name............and share %

Responsibilities of Key Activities

      i)   ....

      ii)   ....

      iii)   ....

(d)   Joint Venture Member Name   and share % ;

Responsibilities of Key Activities

      i)   ....

      ii)   ....

      iii)   ....

(e)   Joint Venture Member Name   and share % ;

Responsibilities of Key Activities

      i)   ....

      ii)   ....

      iii)   ....

5. **JOINT AND SEVERAL RESPONSIBILITIES**

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

6. **ASSIGNMENT AND THIRD PARTIES**

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

7. **EXECUTIVE AUTHORITY**

   The said Joint Venture through its authorized representative shall receive instructions from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. **PROPOSAL SUBMISSION**

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

9. **INDEMNITY**

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

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

11. **DOCUMENTS & CONFIDENTIALITY**

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

12. **ARBITRATION**

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

13. **VALIDITY**

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

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

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

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

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

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

16. **NOTICES BETWEEN JV MEMBERS**

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

Lead Member.   Other Member   Other Member Other Member

………………   ………………   ………………   ………………

……………   ………………   ……………………………

(Name &   (Name &   (Name and Address) (Name and

Address)   Address)   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

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

A - Consultant's Organization

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

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

B - Consultant's Experience

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

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

3N. FINANCIAL DATA

(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS)

NAME OF THE BIDDER (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 to be attached with the bid.

(iii) All such documents reflect the financial data of the Bidder 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 Statutory Auditors / Company Auditor in original under his signature, stamp & membership number. In case of Foreign applicants the Audited financial receipts for consultancy shall be suitably apostilled before submitting the same.

(vi) The above financial data will be updated to 31.3.2022 price level assuming 5% inflation for Indian Rupees every year and 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date

3O. FINANCIAL DATA FOR LAST 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.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Liquidity [=2 - 4]					
9.	Annual turnover (From Consultancy)					
10.	Gross Annual Turnover					

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

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

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

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

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

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

(vi)   This Form 3O shall be duly certified by Statutory Auditors in original under his signature, stamp and membership number and date.

(vii)   **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)

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section V: 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 businessdealings for all Government Departments or by Ministry of Railways or by K RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.

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

*3. The Bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by K RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed

L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of Consultant's request for deferring recovery to maintain cash flow and K RIDE has acceded to the same in the interest of the project andthe work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.

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

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

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

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

<div align="center">OR</div>

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 Bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.

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

years.

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

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

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

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

(SEAL AND SIGNATURE OF THE BIDDER)

*Modify the contents wherever necessary, in terms of Data sheet
** The contents in Italics are only for guidance purpose and details as appropriate, are to be filled in suitably by Bidder.
Attestation before Magistrate/Public Notary

3R. FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID

(On the letter head of the Firm)

We/I,_____, having registered office at_____do   hereby

certify that "I "I have read the clause regarding restrictions on procurement from a bidder of a country which

shares a land border with India; I certify that this bidder is not from such country or, if from such a country,

has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in

this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent

Authority shall be attached.)"

Dated this_____day of_____,

For- _____

Authorized Signatory Signature _____ Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

3S FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID FOR SUB CONTRACTING

(DELETED)
(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 Consultants 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-Consultant any work to a Consultant from such countries unless such Consultant 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 BI

3T. Form of Parent Company Guarantee

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

Date:

Ref: IFB No._____   Date:____

for {Insert name of work/Service}

To:

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

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

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

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

3. We as a parent of {insert the name of sole Bidder/JV Partner partner} further undertake to provide the required financial and technical back up for the completion of the works in the subject bid by the Bidder and also will be wholly responsible for the services required to be rendered as per the scope of work in the subject bid.

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

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

Yours faithfully,

Signed by: _____

Date: _____

 For and on behalf of:

{Name of sole Bidder/JV partner}

SECTION-4

FINANCIAL PROPOSAL - STANDARD FORMS

SECTION IV. 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.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: To,

(Name of Consultant)   The General Manager(F)

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

8, 1st Floor, Samparka Soudha,   Dr. Rajajinagar 1st Block, BENGALURU Rajkumar Road, Opposite Orion Mall

Tel – 91-9535688982

Ladies/Gentlemen:

Subject: Consultants' Services for Implementation of ERP-SAP/S-4 HANA Solution (HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management).

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

NOTE:
This price bid format is only for reference purpose, Bidders are requested not to quote their rates in this format, rates must be quoted on e-tendering portal of GoK: https://eproc.karnataka.gov.in format only.

Schedule of quantities and rates is to be uploaded on website e-tendering portal of GoK: https://eproc.karnataka.gov.in.

Sl. No.	Description	Amount in INR Crores (Inclusive of all taxes, duties and GST etc.)
1		
2	*Details to be filled in 4C: BREAKDOWN OF COSTS only.*	
3		
	GRAND TOTAL:	
	Amount in words:	

NOTE:
This price bid format is only for reference purpose, Bidders are requested not to quote their rates in this format, rates must be quoted on e-tendering portal of GoK: https://eproc.karnataka.gov.in format only. Schedule of quantities and rates is to be uploaded on website e-tendering portal of GoK: https://eproc.karnataka.gov.in.

4.C. BREAKDOWN OF COSTS (RS)

Sr. No.	Type of Cost	Description of Type of Cost	No. of year	Amount in Crores (Excl. GST)	Remarks, if any.
1.	License cost	Cost for SAP software License (35 number of Licence), Hana Database, and SAP Enterprise Product Support	One		
2.	Manpower Cost	A. Implementation Cost and SAP Support within 1 year of implementation and B. 2nd year support after Go-live	One Plus One		
3.	Cloud Hosting Cost	Cloud hosting services	Two		
Total Amount in figure (in Crores):					
Total Amount in Words:					

Note:

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

2. The time input is indicative and payment will be made based on approved actual Deployment Schedule by the Employer.

3. Payments will be made in Indian Rupees only.

SECTION-5

TERMS OF REFERENCE (TOR)

SECTION V. TERMS OF REFERENCE (TOR)

This Section contains the specifications, the safety precautions and supplementary information that describe the Work to be executed.

I N D E X

Project Background:

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (KRIDE) having its Corporate office at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India, was incorporated as a joint venture between Government of Karnataka and Ministry of Railways. It has been created to boost "Rail Infrastructure Projects" in the state of Karnataka on the principle of cooperative federalism. Currently, the joint venture has been mandated with the critical responsibility of executing the flagship Bengaluru Suburban Rail Project (BSRP) and two large doubling projects. K-RIDE aims to become a benchmark in executing Rail based infrastructure projects in an agile, innovative and qualitative manner

1.0 BID OBJECTIVE:

- To integrate different departments and effective sharing of the information.

- To make the real time information clearly available to all the employees, clients and other stakeholders.

- To minimize redundancies by creating integrated databanks in a centralized data centre.

- To improve efficiency and effectiveness.

- To constantly improve organizational image.

- To achieve resource optimization.

- To exercise better management control.

- To get project wise details of different KPIs such as Profitability, Labor Cost, Material Cost, Timeline etc.

1.1 Site Offices

K-RIDE's project execution works are taken care of by its Corporate Office (CO) at Bangalore and has various Site Offices in and around Bangalore.

1.2 Functional Departments/Divisions

- Business Development (BDD)

- Planning & Monitoring (P&M)

- Consultancy and Engineering Division (C&E)

- Contracts

- Finance

- Information Technology

- Company Secretary (CS)

- Human Resources (HR)

- Legal

- Vigilance
- Land

1.3   Site Functional Departments/Divisions:

- Planning & Monitoring (P&M)
- Material Management (MMD)
- Information Technology
- Project Management (PMD)
- Quality Assurance (QAD)

2.   IMPLEMENTATION

KRIDE will procure the ERP solution which would best meet its requirements and implement **the following functions**

a. Finance and accounts (FICO Module)

b. Project management (PS Module)

c. Human Resources, Payroll management and administration (HR Module)

d. Materials management (MM Module)

e. Related Standard Dash Board of each Module

3.   **Functionalities**

The broad and overall features and functionalities of various applications, ERP modules are indicated in Annexure – 1. These are only indicative. The Implementation Partner (IP) will be required to prepare SRS (System Requirement Specification) and understand the requirements through detailed discussions with the functionaries of various departments before undertaking the development / customization as the case may be.

The ERP -SAP application has to be implemented as per following standard implementation procedure viz:

i.   AS-IS process study

ii.   TO-BE design process

iii. Gap Analysis

iv.   Functional Design Document – Identifying Customization Requirements

v.   Development

vi.   Individual module testing

vii.   Integration Testing

viii.   User Acceptance Testing

ix.   Final Data Migration

x.   Go-Live

xi.   Stabilization

3.1   The Application Requirements

The system should be integrated with entire business processes of K-RIDE including E-Procurement solution for enterprise management. The implemented solution should have the required depth, breadth and flexibility to provide on-line information access to all the designated users who will operate the respective business processes and it must be accessible through Internet as per required restriction.

The solution will be, essentially characterized by the following features:

1. The solution should be user friendly and easy to use across various sites of K-RIDE.

2. The solution must be designed based on the various levels of access in line with the hierarchy of K-RIDE business processes.

3. System Should be able to support & Integrate with day to day Office Tools including Worksheets, Word Processing, Presentation etc.

4. Solution should have in-built report writing tools & does not require any third party tools for creating such reports.

5. Solution should provide users with the functionality of screen customization according to their personal preferences at User Interface level without any programming effort.

6. Solution should allow customizing fields properties. It should be possible to use these fields when we upgrade to future releases without any additional effort.

7. System should allow to add additional customized fields without affecting the application core for upgrade version.

8. Solution should support n^{th} level drill-down for a transaction and roll-up capabilities at all transaction levels. The drill down should work across all modules.

9. Solution should be able to interface with 3rd party application to or from each module.

10. Solution should support standard bar coding interfaces.

11. Solution should allow to edit the on line help and save the same so that organization specific policy details

related to transaction are available to users online.

12. The functionality can be extended over web based on roles. The roles and functionality is configurable and customizable.

13. System Security

    a. Authentication and Secure Access to solution

    b. Configurable Function Access Control

    c. Configurable Data Access Control

14. Reporting Services

    a. Provide seamless integration of all the modules/ components

    b. Provide a system that delivers reports in the prescribed formats

    c. Provide the system that gives a hierarchical view of all type of information so that each officer can have its own view of data at each level of hierarchy. The level is defined as any of operational unit, namely subdivision, division, circle, zone or head office.

15. Support Workflow for various requests, review and approval required within various business processes.

16. Support ability to attach documents, spreadsheets, drawings, etc. at specific places on needs basis.

17. Alerts and Business Event Notifications that can be configured by system administrator and subscribed by end user.

18. Audit Trails & Archival should be an integral part of the system.

19. Provide the system that gives complete "drill down" of information required up to subdivision level for concerned business processes.

20. Solution should support multi-location offices.

21. Solution should provide authorization control at location / department / position level.

22. Designed SODs should have controls to manage authorization as per compliance norms of the organization.

23. Integration with other third-party software like E-Procurement, Ms-Project, Primavera, GIS etc. Any SAP –tools /licenses required for integration should be mentioned by the Consultant which will be procured from SAP directly by K-RIDE.

24. The solution must also provide for Reporting on analytical, strategic and operational aspects.

25. Solution should also have Implementation/Support tool, which is integrated seamlessly and will be used during the implementation life cycle to carry on the critical activities of the project.

3.2   Project Management

The Implementation Partner will be required to engage concurrent teams for timely completion of activities of different phases. The staffing and reporting hierarchy within the team should be clearly defined and communicated to K-RIDE. The activities to be performed are indicated below :-

1) The Consultant shall designate a single point of contact for the project, for K-RIDE to interface with, on all project issues.

2) The Consultant shall intimate the contact details including mobile numbers and e-mail address etc. to K-RIDE within two weeks of the letter of Award/ Intent.

3) The project team has to be available onsite and all the delivery will be done from onsite location (K-RIDE – Bangalore).

4) K-RIDE will provide the following infrastructure at its premises for the Consultant's personnel:
   a. Seating space with furniture
   b. Computer with LAN connection facilitating access

5) Any additional equipment and/or product and/or accessories required by the Consultant, will be the Consultant's responsibility. All risks and costs related to such equipment(s) will be borne by the Consultant.

6) The Consultant shall provide K-RIDE with a work breakdown and project schedule for all activities specified in Scope of supply/work/maintenance/training of this Bid and any subsequent amendments and/or clarifications, within a week of the Letter of Award/ Intent.

7) IEEE standards should be followed wherever applicable during the implementation of the project. If there is no such standard or any other standard is to be followed, then the Consultant should get his/ her template formally approved by K-RIDE before proceeding. Please attach a copy of any other standards which you intend to use with the technical response, if any.

8) The Consultant shall ensure weekly project status reporting which will specify the following:
   a) Planned start date and end date for each activity
   b) Actual start date and end date for each activity
   c) Activities carried out in the previous week
   d) Activities planned for next week
   e) Activities which were planned for the previous week but could not be carried out.
   f) Any schedule slippages that have occurred, and corrective measures to bring the project back on schedule.
   g) Any information/ review pending from K-RIDE as on date, and date from which pending.
   h) Likely reviews by K-RIDE in the next fortnight
   i) Time required from K-RIDE in the next fortnight including details of person to be met, duration and agenda of meeting.
   j) Outstanding bug/ error count
   k) Follow up on pending issues/ action items of previous reviews
   l) Summary directing the highlights, lowlights and/or any important issues/points that should be brought out/ highlighted

9) The weekly status report will not be limited to software development only, but shall include and cover all activities which are to be carried out by the Consultant for successful completion of the ERP -SAP software.

10) The weekly status report of the previous week should be handed over by the Consultant's site official in hard copy to K-RIDE designated official by 1700 hours on the first working day of the week. The same should also be sent by e-mail to K-RIDE designated official every week.

11) The Consultant's Project Manager shall have onsite fortnightly reviews in person with the K-RIDE nominated team every Tuesday morning (or the next working day, in the event of Tuesday being a holiday) from 10 AM to 11 AM or at the date, time and venue notified by K-RIDE. All action points will be recorded and followed up in the successive review meeting.

12) All working days will be with reference to the K-RIDE calendar.

13) The Implementation Partner shall provide comprehensive warranty of all the modules delivered during the project. It shall be 3 months for every such deliverable from the date of its successful acceptance.

3.3 Project team

1) Detailed Resumes of all team members with experience relevant to the project   shall be submitted within a week of the Letter of award/ intent as per table given below.

2) The team and/or each team member shall commence the work only after prior formal approval by K-RIDE and the team once identified shall be dedicated to the project and will not be changed unless requested by K-RIDE and/or with K-RIDE's written consent.

3) People for the following roles with minimum 3 years' experience in EPC/PMC/Infrastructure /Real estate should be available on site.
   1. Project Management
   2. Functional consultant like as HR/FICO/PS/MM/.

3.4 Implementation Milestones

The implementation schedule should not exceed the period of 12 months within which all the four modules indicated herein must be completed. The Implementation Partner will be required to deploy concurrent teams to work on different activities to ensure timely completion of the project. The activities wise suggested schedule is given below. Consultants however are free to suggest delivery and phased completion schedules based on their understanding of the project activities. It would, however, be ensured that the schedules so arrived at must adhere to the desired overall timeframe of 12 months.

The Implementation Partner will submit to K-RIDE the Project Plan in a fortnight from the date of LOI/work order and in consultation with K-RIDE finalize it and mobilize resources for starting the project within 21 working days of issue of LoA.

Event	Time line
Submission of the Security Deposit/PBG and Signing of the contract	Within Twenty-Eight days of issue of LoA (Letter of Award) to the successful Consultant
Starting of the project by deploying the key profile like project manager and functional consultants at onsite (K-RIDE Bangalore) location	Within twenty-one days of issue of LoA.
Go live	Within twelve months of signing the contract.
Application Management Contract (AMC)	For a period of one year after Go-Live

Total Duration: Refer Bid Notification.

3.5   Scope of work

i.   Installation & implementation of necessary applications for SAP HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management.

ii.   Design and deploy the required solution in line with K-RIDE business process and provide end-user training for all the site locations.

iii.   Implement necessary changes in the existing implemented modules as per the need of business and gaps identified.

iv.   Provide detailed documentation for system design & configuration, user manuals, technical specification, functional specification and test scripts.

v.   Identification of the customization needs to match with K-RIDE's requirements including addition of new reports, change management and provide necessary documentation including effort required for the same.

vi.   The Implementation Partner shall implement all required upgrades, patches, bug fixes and notes etc. until the end of support period.

vii.   The Implementation Partner will give adequate training at all locations to different personnel at various

levels of the organization.

viii.   Hardware and Networking are not included in the scope of work; however the Consultant should do sizing of Hardware and necessary networking equipment to support different project locations of K-RIDE.

ix.   Data migration will take place from the current system to proposed ERP-SAP.

x.   K-RIDE shall use the existing standard functionality of the ERP –SAP solution as far as possible, and shall make all efforts to avoid making any modifications to the software as they affect support of the product and also hinder the future upgrade paths.

xi.   The support for implemented solution has to be provided in 2 stages as mentioned below:

Type of Support	Duration	Engagement
Go-live Support	Post go-live	Onsite Only
Application Management Contract	1 Year after Go-Live	Onsite/Offshore

xii.   For Go-Live Support at least 1 consultant of each functional module has to be available onsite.

xiii.   For Application Management Contract, 1 senior consultant with PS experience has to be available.

xiv.   K-RIDE may also ask for onsite deputation of any specific resource for certain period during the support and the vendor has to provide the same within 21 working days on the agreed man-day rate in the contract.

xv.   K-RIDE normally executes the following types of projects:

1.   Item rate Contract
2.   Percentage Rate Contract
3.   Lump Sum Contract
4.   Turnkey Contract
5.   Deposit Works
6.   Project Management Consultancy (PMC), General Consultant, etc.

Consultant need to configure all the types of projects in system and integrate them with all the other functions like Financial Accounting, Materials Management etc. System will be declared live once at least 1 project from each of the above project types configured and migrated in SAP. Consultant is also required to develop a data migration plan along with K-RIDE to finalize the data elements to be migrated which should contain items like project BOQ,

progress till date, Balance work quantities, Consultant wise work orders etc. Relevant data to be migrated will be provided by K-RIDE users.

xvi. All legacy data of K-RIDE needs to be migrated by the successful Consultant within one month after system go live as defined above

xvii. K-RIDE will require 35 end user licenses during the implementation period. Consultants needs to procure and supply the 35 user licenses.

3.6   The project will have the following deliverables:

1. The Consultant should provide System Administration manual(s), User / operational manual(s) and all related manual(s), service guides and handbooks, which shall be used by K-RIDE to run the ideal production environment. This should include how the various parameters should be monitored and tuned in the live system.

2. All installation and configuration reports, documents, diagrams etc are to be supplied before commissioning.

3. Two sets of above specified manuals should be provided in printed duly hard bounded form and 2 sets in soft copy on CD should be provided.

4. System manual (High Level Design Document (HLDD), Detailed Design Document (DDD))

5. System Requirement Specification (SRS), AS-IS Study, Mapping TO-BE Study, Functional Design Document (FDD), Gap Analysis Document.

6. Project Management Plan.

7. High Level Design Document/ System Design Document

8. Detailed Design along with Database Design Document

9. User Manual(s), Technical Manual(s), Troubleshooting Guide, Helpdesk Manual etc.

10.   Test Cases, Test Data, Test Scripts, Test Plans and Results (Unit Testing, Integration Testing, System Testing, performance testing, load testing, stress testing, penetration testing etc)

3.7   Scope of Maintenance and Support

Performance standard and Service Level parameters

i)   The Consultant will provide on-site comprehensive warranty maintenance for both baseline products and application software supplied by them during the maintenance period.

ii)   The on-site comprehensive warranty maintenance would include:

    a)   Adaptive Maintenance

    b)   Perfective Maintenance

    c)   Corrective Maintenance

    d)   Emergency Maintenance

    e)   Preventive Maintenance

iii)   A schedule will be drawn up for preventive, adaptive and perfective maintenance during the fortnightly project status review between K-RIDE and the Consultant.

iv)   All the supplied products shall be maintained by the Implementation Partner and not by the OEMs during the warranty and maintenance period.

v)   The scope of maintenance includes acquisition and installation of upgrades/ patches/revisions on the supplied products. It includes porting the application, renewal of licenses and data migration to accommodate upgrades/ patches/ revisions etc. of the supplied products.

vi)   K-RIDE will permit the Implementation Partner to implement software updates and new version releases during the currency of the contract provided, that the new release does not adversely affect systems operation or performance, or require extensive reworking of the systems. In case where the new version release adversely affects the systems performance, the period for implementation of the new version shall be suitably extended and the Implementation Partner shall continue to support and maintain the version currently in production for as long as necessary to properly implement the new version.

vii)   The scope also includes making necessary changes and enhancement required by K-RIDE.

viii)   Notification of all bugs or enhancement requests will be logged onto the Consultant's bug reporting site and sent by e-mail, or delivered by hard copy (Fax etc.) to the Consultant's Project Manager by K-RIDE (the format for details of bugs can be decided by Consultant after discussion and approval of K-RIDE).

ix)   All maintenance will be carried out at K-RIDE premises or as decided mutually between K-RIDE and the Consultant on a case to case basis. The Consultant may have to keep provision for a scaled down version of the system to facilitate debugging at K-RIDE premises. No debugging shall be carried out on the live production system.

The bugs will be categorized as follows:

i.   1-Critical: The defect results in the failure of the complete or major software system, and/or of a subsystem, and/or of a software unit (program or module) within the system and the system is not available at present.

ii.   2-Major: The defect results in the failure of the complete software system, and/or of a subsystem, and/or of a software unit (program or module) within the system. There is no way to make the failed component(s) work completely; however, there are acceptable processing alternatives which will yield the desired result

iii.   3-Average: The defect does not result in a failure, but causes the system to produce incorrect, incomplete, or inconsistent results, or the defect impairs the system usability.

iv.   4-Minor: The defect does not cause a failure, does not impair usability, and the desired processing results are easily obtained by working around defect.

v.   5-Execption: The defect is the result of non-conformance to a standard, is related to aesthetics of the system, or is a request for an enhancement. Defects at this level may be deferred or ignored.

vi.   All on-site comprehensive warranty maintenance work, where the severity of the bug is 1 or 2 (as per categorization in acceptance criteria above), is to be carried out within 24 hours of reporting the problem, for 95% of the bugs reported.

vii.   All on-site comprehensive warranty maintenance work, where the severity of the bug is 3 or 4 (as per categorization in acceptance criteria above) is to be carried out within 48 hours of reporting the problem, for 95% of the bugs reported.

viii. In case delay of resolution beyond the time limit mentioned above, Liquidated Damages (LD) clause shall be applicable as mentioned in SCC.

3.8   Scope of Training

i.   Imparting different levels training which includes training for Functional Core Users, Technical Core Users, End-Users. Top Management, Train the trainer, Change Management etc. at Corporate office including site offices in Bangalore. The training will be as per the convenience and discretion of K-RIDE.

ii.   The Implementation Partner shall provide the training at K-RIDE on working days between 10.00 AM to 05.00 PM only. Training should include End-user training for all modules implemented.

iii.   All training shall be conducted as instructor-led training and should have at least 50% time as hands-on training.

iv.   1 Week of training for each module is necessary to be provided by the Consultant.

v.   User level trainings might have to be conducted at all site offices with no extra cost.

vi.   The Consultant will provide soft copies (three sets) of all training material and course material to enable K-RIDE to conduct further training to its staff/ users, if required at a later point.

vii.   The Consultant will provide each participant with a copy of the training material. This material should be approved by K-RIDE at least 2 days prior to start to the course/ training.

viii.   Training should include functional training, training on the base product and system / database administration activities.

ix.   The Consultant shall provide a detailed training plan to K-RIDE, before the commencement of the training: -

   a.   Infrastructure required for each training

   b.   Course material being provided for each training

   c.   Feedback mechanism for trainer.

   d.   Evaluation mechanism for trainee

x.   K-RIDE will provide necessary infrastructure to conduct the training.

xi.   Consultant to provide certificate level training to the core team users.

xii.   Consultant needs to provide user training

3.9   Review Mechanism

The review mechanism for all documents and training material will be as follows:

a) The document will be provided to the K-RIDE Project Manager (PM) before the review at least 7 days in advance.

b) K-RIDE stakeholders committee will review the document and the committee may ask for additional information or changes.

c) K-RIDE will issue a formal acceptance of the document subject to above reviews.

4.0   Audit of implemented solution

K-RIDE reserves the right to carry out audit of the implemented solution through any other certified agency designated by K-RIDE during support period. Based on its recommendation, Implementation Partner shall take necessary corrective measures to comply the performance parameters stipulated in the Bid document. Any deficiencies pointed out after technical audit and agreed by K-RIDE, shall be rectified by the Consultant without additional cost within 45 days of the agreed audit report.

4.1   Acceptance Criteria

1. The acceptance plan will be drawn up by K-RIDE and Implementation Partner within 3 weeks of signing of the contract.

2. All acceptances by K-RIDE will be given in writing.

3. The acceptance criteria for various deliverables are as follow:

a)   Document Delivery: Review Comments incorporated and sign off by K-RIDE.

b)   Code delivery: No errors of type 1,2,3 and sign off by K-RIDE after code review and testing.

c)   Data: Accuracy and completeness as specified by K-RIDE.

d)   Full Features and Integration testing as per scope of Work.

e)   Training: Review comments on training material incorporated and satisfactory course feedback.

4. Acceptance criteria for any other activity not covered by this document, will be decided between K-RIDE and Implementation Partner in their fortnightly status review meetings and then will be signed off by K-RIDE.

4.2   Service Level Agreement (SLA)

The Consultant should submit the Service Level Agreement (SLA) in line with the BID terms and conditions including but not limited to the following contents within 3 weeks of Letter of Award/ Intent

i.   Service availability with defined application availability

ii.   Data Load and Contingency Plan

iii.   Data Back-up

iv.   Problem Management and Problem Reporting

v.   Problem Escalation

vi.   Work Requests Life Cycle

vii.   Reporting Metrics

viii.   Measurement & Reporting Tools

ix.   Review of Performance

x.   Maximum time to repair

Annexure -1: Functional Requirement Specifications

1. **Human Resource**

Sr. No.	Functional Requirement Specifications
1	Enable definition of multiple departments at each location
2	Enable definition of multiple categories of employees to take care of accounts, HR, technical, and the management levels.
3	Enable definition of multiple grades to set as many pay scales as necessary
4	Enable definition of multiple designations
5	Enable definition of job clusters with descriptions
6	Enable compilation of employee numbers by grade / function / role band at any given time
7	Capability to define multiple organizational structures (positions) and multiple reporting relationships and integrate with the respective employee data
8	Capability to create a position in any organization
9	Capability to define a post or position as permanent post, ad-hoc post, temporary post, up to certain time post
10	Capability to seek confirmation after every change made in the structure, changes to be made permanent only on authentication by the competent authority. The system to be able to maintain history of changes done to the position details
11	Capability to change/restore/rollback changes to a previous(given) date and report inconsistencies.
12	Capability to generate tree structure giving details of all role holders and reporting employees (defining reporting and reviewing relationship) i.e., organogram.
13	The system MUST have a functionality to assign managers to various departments and view the managers and sub-ordinates reporting to them
14	Capability to define administrative powers for organizational units' position- wise/person-wise pertaining to HRMS modules
14A	Editing Organizational Units , Basic Data (Organizational Unit) , Terminating/Deleting Positions or Assigning Persons/Users , Tracks open positions in the organization chart, Provides position management reports by different organizational levels, Tracks headcount of employees with positions, Tracks multiple position assignments for an employee, Stores unlimited history of changes recorded to all the employee records, Records information for replacement planning, indicating possible new positions for employees.
15	Capability to tightly integrate administrative power definitions to workflows and approvals
16	Capability to automate manpower requirement/planning based on competencies, skills, experience, qualification and other criteria, Budget
17	A recruitment module which would enable populating an employee record when he joins any office.
18	Capability to project cadre wise/grade-wise manpower requirements for a specified period based on data relating to resignations/ dismissals/future retirement etc.
19	Facility to define cadre, post, hierarchy, pay scale, cadre schedule, ratio of direct vs. promotions, no. of posts, roaster etc. Allow users to view organization chart as an employee e.g., view the hierarchy of employees

20	Facility to draw recruitment schedule in accordance with the requirement plan
21	Facility to segregate recruitment data from live data. Applicant data to form part of live data only on final selection and reporting.
22	Support vacancy and / or post based roster system for recruitment and promotion and facility for such configuration
23	Facility for managing recruitment for special categories requiring relaxation in norms e.g., SC/ST/OBC/Physically challenged /Ex-service men /Sports persons etc.
24	Facility to maintain check list for verification and acknowledgement of various aspects related to joining viz., medical reports, testimonials, caste certificates, other relevant certificates, etc.
25	Generation of system driven regret letters and/or offer / appointment letters through both manual as well as electronic modes - facility for providing standard templates and for uploading new templates
26	Facility to define the specifications of the vacancy in terms of qualifications, work experience, location considerations, skills/competencies required, additional certifications / professional qualifications, etc.
27	Ability to obtain workflow-based clearance on vigilance/disciplinary cases from various authorities Under Consideration / User defined Workflow, message trigger should be available.
28	Ability to upload promotion list and print Promotion Letters of candidates found suitable for promotion.
29	Ability to redefine new job positions / new designations based on promotions.
30	Ability to support prospective/wait listed promotions/select list.
31	Ability to do salary fitment on promotion.
32	A MIS report on pending promotion cases.
33	Ability to identify the reason of exit e.g., retirement/termination/voluntary retirement / death / resignation etc.
34	Ability to process the voluntary retirement application as per the rules defined for the scheme.
35	Capability to generate retirement notice to concerned departments and retirement proposal at least 3 months in advance in case of superannuation for sanction. For other type of retirement/exit as soon as the papers are submitted/ on-line request is received.
36	Capability to initiate the process for making payment of the retirement benefits and sanction pension as per applicable rules.
37	Ability to analyses data related to exits/retirements.
38	After Retirement benefits (Leave Encashment, etc.).
39	Maintain employee information including:
	i. Employee number
	ii. Title
	iii. Employee name (First, Middle, Last name)
	iv. Address (Present and permanent)
	v. Phone number, mobile number, e-mail ID, extension number
	vi. Gender
	vii. Mobile number of the employee
	viii. Marital status

	ix. Details of children
	x. Academic Qualifications
	xi. Professional qualifications
	xii. Designation
	xiii. Date of birth
	xiv. Date of Joining
	xv. Previous experience capturing
	xvi. Names of Board
	xvii. Sector of industry were worked
	xviii. Tenure (from to)
	xix. Job oriented professional skills
	xx. Trainings or courses attended
	xxi. Date of joining
	xxii. Employee Status (Confirmed, Probationer, Contractual, Extension, Reemployment, Temporary, Deputed-in, Deputed-Out, Suspended etc.)
	xxiii. PF number
	xxiv. ESI number
	xxv. PAN number, Aadhaar Card Number
	xxvi. If handicapped, percentage
	xxvii. Caste details such as SC / ST / OBC / OPEN
	xxviii. Caster Validity Details
	xxix. Blood group
	xxx. health insurance
	xxxi. Other Information like:
40	Creation and processing Employee related activities and transactions like, Employee roles and responsibility / activity setup, Training / probationary / confirmation, Health Check-up, Vaccination schedule, Transfers, Pre-separation and Separation
41	Should be able to maintain ID, educational & training history details of the employee and other demographic details like next of kin, bank details, history etc.
42	Promotional transfers / Normal transfer / reskilling / redeployment, suspension, annual increment and termination
43	Employee List (option to print by Category, Section / department, Role / grade, Type etc.)
44	Permission levels (restricted views or edit) by Grievance step, User position or other criteria.
45	Promotions/Demotions management
46	Transfers management
47	Job reclassification
48	Separations management
49	Probations and Confirmations management

50	Employee personal details i.e., Names, Sex, Birth date, National Identity card Number/passport Marital Status, Religion, Department, Designation, PAN Number, Personnel Number, Contact Information, Residential Address, Ethnic Origin, Nationality, Disability Information and Other Personal Information (Note: this should be a very detailed)
51	Employment details – date of First appointment, post in the organization, date and grade of promotion, engagement details, family details as per eligibility etc.
52	Employment history – Records of previous employment, and history of positions held and years of such positions, transfers, history family dependents added/deleted, history taking various advances, history availing LTC facilities, history of company provided accommodation facilities etc.
53	Employee Disciplinary records – History of various cases and their outcomes
54	Qualifications – This will be detailed ranging from the lowest level of qualification to the highest, this to include academic and professional qualifications. The detailed to be captured include Level of Study, Name of Institution and the Dates
55	Provide statically trends on staff ages for purposes of retirement and long service awards – Notification from the system 1 year before retirement.
56	Separation Details. This will include: - Termination Type, Employment Type, Employment End Date, Dates, Exit Interview Details
57	Reports for Employee Listing per Organization, Directorate, Station, Department, Section Grades, Qualification Levels, Gender and Disability Distribution.
58	Detailed Reports for Employee Details – Per Employee
59	Employee data - personal info, qualifications, contract status (permanent/contract, trainings, staff movements, job grade, benefits allocation
60	Ability to confirm/reject new employee after completion of probation period or extend probation period
61	At a minimum, the following employee master details must be captured: Staff number (auto-generated) Nationality Sex ID number Passport number Marital status Date of birth Employees names Contacts Spouse details: name, ID number, occupation and contacts Dependents: age, sex, relation (daughter, son) Next of kin details: name, ID number, occupation and contacts Employee photo Employee qualifications, experience and skills Previous employer Previous trainings before joining, Employment date, Position Category/grade - The ability to capture different employee grades/ranks Department Employment status (contract, permanent, probation, temporary) Expected date of retirement/separation User-defined comments
62	The system must allow an employee to view personal data such as names, address, contacts, schools attended, qualifications, etc. Changes to be allowed by the HR department only
63	Allow the HR department to maintain all assets issuable to staff and monitor their issue and return on staff separation
64	The system should allow additional sensitive information to be maintained about the staff, but not accessible to just any user. This may be Medical, Insurance or any other sensitive information
65	Ability to manage the confirmation of employee via the system which should include: i) Confirmation initiation based on tracking ii) Confirmation assessment iii) Confirmation approval iv) Probation extension

66	Ability to manage organizational assets for employees: i) Requisition by employee/ Senior/HOD (Employee self-service) ii) Approval by owner iii) Allocation iv) Withdrawal (normal and during clearance process) v) Loss input for F&F/ payroll
67	The system should allow for the assignment of access rights to the different categories of staff.
68	Ability to access organization's rules and regulations through Employee self-service, view announcement made by Management time to time etc.
69	Should have a facility to record resignation and reason for leaving the company
70	Ability to calculate manpower cost, linked to basic and allowances
71	Support the employee hiring process right from Raising the Manpower Request for either replacement or new job position, hiring approval, Scheduling and screening of candidates, Interview processing, sending offer letter to the selected candidates and onboarding of the candidates
72	Publish vacant positions into the Web hosted Portal using structured application forms after HR has approved. The Published Vacant Should be viewed by Potential applicants in the Web Portal
73	Interested Applicants Must Register in the System to get a username and a password before they can apply. The Details Required will include: - Names, Sex, birth date, National Identity card Number/passport Number (Where Applicable), Marital Status, Religion, Contact Information, Ethnic Origin, Nationality and Disability Information
74	The System Should bar applicants who do not meet the minimum qualifications from completing the application process.
75	Registered applicants should have a self- service model to review the status of their application(s)
76	The System should Shortlist the applicants automatically using a criterion provided by HR
77	The System should update the applicant's self-service portal with various statuses regarding the progress of their application if HR wishes
78	Capture Interview performances of the Applicants
79	Automatically transfer application details to Employee Master File (subject to Head of HR's approval) when the applicant is employed
80	Comprehensive Reports for Vacancies and the Qualifications
81	Comprehensive Reports for Applications at various levels e.g., Captured, Shortlisted, and Interviewed.
82	Should have a facility to record selection result for each candidate by the committee members who are assigned for the selected vacancy against the selection procedure assigned for that vacancy.
83	Allow for the creation and maintenance of a Resume databank of potential internal and external candidates (which includes those short- Listed/interviewed and general applicants, together with key attributes of each candidate from which a user can generate a short-list of qualified candidates).
84	Request for go-ahead to Hire Candidate through an Approval Workflow for management
85	Support Automatic update of candidate to Master HR Database (After Approval)
86	Automated workflow for approval of any requisition for hire (RFH) made by user department
87	Ability to generate a requisition for hire from the user department
88	Support different recruitment methods

89	Manage external recruitment vendors, maintain their information, transactions, etc....
90	Ability to manage different type of interviews (on-line, face to face, etc..) and register interviewer scoring and recommendations
91	Ability to send acceptance or rejection of candidates' notifications (email)
92	Ability to manage the entire cycle of requisition from initiation until closure and provide status and alerts
93	Job Requisitions - The system must support different methods to create job requisitions, including: Copy requisition from existing requisition. Create requisition by browsing a system job library.
94	Job- Candidates & Applications: The system must be capable of supporting internal and external online job applications Via agencies, internal, referral and direct channels Employees who refer a candidate should be able to check the referral status. The system must support employment branding. System should facilitate candidate searches by: o Location o Role o Salary o Skill o Availability o Qualifications o Free text Candidates should be able to "email" opportunities to friends. Candidates should be able to "register" their details and set-up vacancy alerts based on roles. Candidates must be able to submit their resumes online and edit them thereafter. Candidate should be able to track their applications online. Candidates can apply for multiple roles but can only submit one application per role. Agencies/vendors can be given access to roles and can submit applications on a candidate's behalf.
95	Applicant Tracking Recruiters must be able to screen applications and shortlist candidates. Recruiters should be notified when a new application is submitted online. Recruiters should be able to search candidate profiles and resumes Recruiters should be able to schedule interviews with the requisite calendar entries being posted in Outlook. Hiring managers/Recruiters should be able to record Interview notes, phone screen and other comments Recruiters and hiring managers should be able to compare candidates. The system should be able to track recruitment source. The system should flag duplication on profiles from different sources Hiring Managers/Recruiters should be able to recommend candidates for other open requisitions Hiring Managers/Recruiters should be able to Feedback on applications The system should integrate with background verification processes (allow for upload of documents)
96	Offers - Offers can be recorded against applicants Offer letter templates can be held in multiple languages Salary levels by role, level and location may be selected Contract templates can be held in multiple languages. Successful candidates can be changed to employees with all relevant employee details.
97	Must record the reasons for selection or non-selection of an applicant.
98	Facility to allow appointments to proceed where validation is successful and automatically route the request to the management where validation fails
99	Facility to capture information from the Applicant Reference Form and the details in this form include; · Name of Referee and address · Names of the Candidate · Relationship between the referee and the candidate · Section for comment on the qualification, competencies, capabilities and skills of the candidate · Section for comment on the behavior of the candidate · Length of time referee has known the candidate
100	Must allow authorized users to update and maintain potential candidate database
101	Must be able to generate standard letters (with option for the user to modify) and which may be printed at either central or remote sites

102	Provide facility to automatically update applicant as staff on appointment and create staff records with the minimum fields shared in candidate's application.
103	Employee Self-Assessment
104	Supervisor Review and Assessment
105	Overall Performance Appraisal Normalization
106	Performance Appraisal Finalization and Closure
107	Cascade the organizational strategies to employees' goals
108	Develop employees' dashboards
109	Enabling the manager to set goals and determine the priorities and resources required
110	Periodic appraisals, progress control and adjustments
111	Evaluate Employee Performance: Employee Appraisal Software to ensure objective and accurate evaluation of employees' performance and help find the strengths and weaknesses of the employees.
112	Linking to the training module
113	Appraisal Rating Summary report
114	The system should have the ability to support a balanced scorecard type appraisal system
115	The system should have the ability to define and amend KPI's associated with the objectives defined
116	The balanced scored card system and KPI's must be amendable for different categories of employees
117	The system must enable calculations for the KPIs against predefined rules to arrive at the performance measurement
118	The system should have the ability to capture performance requirements per position: qualification requirements, personal attributes, education, experience, skills, etc.
119	The performance management system should interface with the Training and Development module of the HRMS to enable identification of development requirements during the appraisal process and converting them to training requests in the Training and Development module
120	The system should have the performance appraisal process online and this should support self-appraisal and supervisors/managers appraisals
121	Development Planning Employees should be able to maintain personal development plans independent of the performance review process. Employees should be able to create their own development plans; however, these plans should be subject to supervisory approval. Manager should be able to add/recommend development activities for employees. Development plans should be set for roles and individuals. There should be clear linkage between individual development activities and specific competencies. Development goals should be classified as immediate, short, medium and long term. Proposed development activities should be searchable by role, level and competency. Online/other learning activities should be held in structured catalogues (i.e., "Development Goals", "Employee Coaching Goals", etc.). Where an activity necessitates the booking of time (i.e., a classroom-based activity as opposed to an on-demand eLearning activity) the system should integrate with Outlook to place booking, reminders, etc. Employees should be able to track progress on development or performance improvement plans

122	Ratings can be configured as numerical or qualitative Ratings to be allowed against individual goals and values (competencies), as well as Overall Goals, Overall Values, and Overall Performance Rating Overall performance rating is input/selected by managers can provide a narrative in support of the rating,
123	Performance Form Management Must be able to transfer forms between managers (e.g., in event of change in reporting lines or absent manager requires alternative manager to complete review), and to bypass steps in the process (e.g., absent employee). Ability for HR or senior managers to proxy as other managers in their areas of responsibility (and for system to indicate changes were made by proxy and who that proxy was)
124	Calibration System to support manager peer group calibration of team member ratings System must report on pre-calibration status (i.e. indicates if all forms in a calibration session are at the correct stage to enable the calibration meeting to take place) Rating changes in calibration to be written back to the individual performance forms must remain editable after calibration (overall performance rating to be locked, but sub-ratings and comments must remain editable so that they can be aligned with calibrated rating) Calibration session completion to be track able and reportable Form progress able to be centrally locked so that managers cannot share performance documents until companywide calibration is signed off
125	Reporting Reviews can be reported by status. Appraisal progress can be tracked and reported. Appraisals and responses can be viewed/ printed by all participants in the appraisal process. Summary reports can be printed by managers/HR detailing rating distribution across teams/the organization. Must be able to report on both Performance Review progress and Goal status (e.g., number of goals, goal category requirements met)
126	The workflow to operate online performance review by supervisors for employees reporting as per the hierarchic positions.
127	Employee Master Data Model and Management Date Modelling
	i) Ability to provide standard content (Data Models) for Employee Master Data Model
	ii) Ability to allow user-defined data models and ability to extend existing models.
	iii) Ability to support import of models available as XML Meta models
	iv) Ability to support all types of data types and user defined data types
	v) Ability to support multiple organizational hierarchies.
	vi) Ability to support hierarchical models to store and maintain relationships.
	vii) Ability to support modelling at conceptual, logical and physical level.
	viii) Ability to support import and export of metadata in standard formats (XML, XSLT, WSDL & BPEL).
	ix) Ability to capture data in English and Kannada.
40	ERP System should allow
	i) Retain employee performance history
	ii) Interface with training record, Support skills and competence data bank which can be updated from HR as staff attend various training programmed for competence profiling. Seamless integration of Employee competency information, Training & development, Appraisal & succession planning. Visibility via the ESS should be present for this information.
	iii) Ability to define individual objectives; goal setting
	iv) Ability to define next appraisal due

	v) Ability to support different formats of appraisals for different grades e.g., Reward to Staff and performance appraisal for Officers
	vi) Ability to define the period for which appraisal is being carried out - To be linked with Transfers/Joining to the location and with the leave availed (Not being Casual leave)
	vii) Ability to draw a Performance Matrix/Job Matrix and map Key Responsibility Areas for each employee (individual goal setting) position in KRIDE based on the Matrix. Allows allocation of job specification for every position in the organization structure
	xi) Ability to maintain past Annual Appraisal Reports on scanned format or through templates with feature to record quantitative score in separate field for making calculations etc.
128	System should allow maintaining employee information such as
	i. Salary definition with Basic, HRA, DA & other allowances, etc.
	ii. Leave Encashment
	iii. Contributory Provident Fund
	iv. Medical Reimbursement
	v. Loans and Advances
	vi. Gratuity, Final settlements
	vii. Income Tax Calculation
	viii. Benefits
	ix. The system shall be rule based and generic in nature to permit changes in salary and tax structure
	x. Arrears calculations due to Revised DA or pay-fixation.
	xi. Reporting
	xii. Allow integration with Financial Accounting system.
	xiii. Audit trails for all system activities.
	xiv. Support alert features about scheduled dates.
	xv. There should be a single employee master and it should be integrated with all the codes.
	xvi. Approval limits for expense reimbursement should be configured based upon the hierarchy limits.
	xvii. There should be a field in the master to reflect the code/ cost center to which an employee is associated.
	xviii. Maintain online leave records.
	xix. ECS file generation for salary & other payments to the bank account.
129	System should allow to manage employee payroll such as
	i) The system should allow for the creation of user defined components of Pay like:
	ii) Recurring and Ad-hoc Allowances
	iii) Recurring and Ad-hoc Deductions
	- User Defined Allowances & Deductions
	ii) The system should allow for the computation of the following elements:
	- Fixed Pay elements applicable to all employees Like Basic, CPF, Special Allowance, Conveyance Allowance etc.
	- Variable Pay elements based on parameters like options exercised by the employee, place of duty etc. (CCA, HRA, Recoveries Like LIC, NIC)

-	Formula based Pay elements like (DA as a % of Basic) and combination of the above.
iii)	The system should allow the calculation of pay based on Compensation Rules like
-	Years of Service
-	Grade
-	Location
-	Type of Leave availed
-	Employee Status like Active, Contract Basis, Deputation, Casual, Consultants, Probation, Apprentice etc.
-	Others (user Defined)
iv)	The system should have provision to maintain/ configure pay elements like LTA and Medical, Service Reward etc.
v)	The system should allow pay types based on user defined cycles of pay. (Monthly)
vi)	The system should allow the user to override the standard rate of pay for individual employees.
vii)	The system should allow the setup of multiple payrolls with different payroll administrators & combining payroll. Allow administrator to categorize positions into different groups (by grade, executive)
viii)	The system should allow restriction of administrative functions to a few selected payroll users.
ix)	The system should have a data upload facility to upload history payroll data as well as transactional data for running payroll.
x)	The system should allow the maintenance of slab wise details for statutory elements like Income Tax, Professional Tax as well as user defined elements
xi)	The system should allow for the calculation of the following kinds of pay elements
-	Basic/ Leave Encashment/ Joining Bonus
-	Special Pay/ Allowance/ Personal Pay
-	Dearness Allowance
-	House Rent Allowance
-	Conveyance Allowance
-	All Loans
-	Accounting of CPF, LTS, Pension, Gratuity, Leave encashment etc.
-	Transport Allowance
-	Others (User Defined)
xii)	The system should Perform advance payments: Fixed Value amounts (e.g., festival/ natural calamity advance) or Formula-based Amounts (e.g., pay advance on transfer).
xiii)	The system should allow for deductions that might be either Central Govt. rules, State Rules or KRIDE rules like
-	Government/Contributory Provident Fund
-	Festival Advance
-	Natural Calamity Advance
-	Cycle/ Scooter Advance
-	House Building Advance

-	Income Tax/ Surcharge
-	House Rent Recovery
-	Employee Welfare fund
-	Others (User Defined)
xiv)	The system should Allow the following calculation of onetime payment of allowance and / or deduction:
-	Incentive, arrear, ex-gratia etc.
-	By Amount: enter amount to be deducted or payable
-	By Days: enter number of Days for system to compute the amount based on Basic Pay or gross Pay and/or any other component of Pay
xv)	The system should Calculate recurring payments and / or deductions using the same criteria as onetime payment / deduction.
xvi)	Allow for input of start and end date for recurring payment / deduction.
xvii)	The system should be able to process payroll on the following frequencies:
-	Monthly
-	On demand (i.e., terminations, vacation advance, court order, ratification)
xviii)	For each employee, system should use Employee Master data of HRMS such as:
-	Name of employee
-	CPF Account No.
-	Name of Father / Husband
-	Date of birth
-	Basic Pay
-	Designation
-	Date of Joining service
-	Bank details
-	Nomination details:
-	Name & address of nominee
-	Relationship with subscriber
-	Age of Nominee
-	Share payable to each nominee
-	Other user-defined fields
xix)	The system should Automatically update Payroll database for changes in employee record without interfering with payroll processing (e.g., Promotions in the middle of month)
xx)	The system should be able to make Back dated calculations.
xxi)	The system should reflect payroll adjustments in correct pay period.
xxii)	The system should have a full and Final settlement process in place.
xxiii)	The system should provide a final settlement report for each terminated employee.
xxiv)	The system should have provision to suspend Payroll runs or control final settlement processing on a case-to-case basis.

	xxv) The system should have the provision to run separate ex-gratia/ incentive runs.
	xxvi) The system should have a provision to process Arrear and backdated Payment calculations.
	xxvii) Provision to recover advances in subsequent pay periods with a single transaction based on various conditions.
	xxviii) The system should support multiple banks or savings institutions.
	xxix) Linkage with Disciplinary Action module for Punishments. Suspension in Disciplinary action module should result in subsistence allowance calculation in Payroll.
	xxx) The system should have linkage to leave, promotion, location, qualifications.
	xxxi) The system should perform what if analysis. i.e., Show the pension value through self-service - Clarification Required.
	xxxii) The system should handle LTA and Medical exemptions as per the Income Tax Rules
	xxxiii) The system should handle Gratuity Calculations
	xxxiv) The system should handle Provident fund rules like
	- Calculate and deduct contributions according to the respective Statutory Acts/ policy etc.
	- Maintain individual CPF accounts and generate individual account slip for every financial year
	xxxv) There will be level of payroll processing. First it will be processed by playbill clerk & then it will be reviewed by Payroll Manager (Review user) before sending it to Cashier for payment.
	xxxvi) There should be a report generated before posting of salaries at month end. This would ensure that the system allows checking of data prior to posting.
130	System should allow to capture the below information
	i) The system should allow the capture of the following kinds of information for an employee:
	- PAN No
	- Ex Serviceman Information
	- Residential Status
	- Group Insurance Number
	- Disability Information
	- Dependent info., PT exemption info. etc.
	ii) The system should capture different Employee Categories
	iii) The system should capture the following Organization information:
	- Tax Organization
	- PF Organization
	- Professional Tax Organization
	- ESI Organization
	- Establishment
	iv) The system should capture Previous Employment Information like
	- Designation
	- Annual Salary
	- PF Number

-	PF Establishment code
-	No of LTC availed in the previous block
-	No of LTC availed in the current block
-	Leave Encashment amount
-	Gratuity Amount
-	VRS Amount
-	Gross Earnings for the current tax year
-	PF deduction for the current tax year
-	Professional tax paid in the current tax year
-	TDS deducted for the current tax year
v)	The system should Capture Nomination Information like
-	Nominee Details
-	Percentage
-	Relationship
-	Guardian Information for minors
vi)	The system should capture Information like
-	Legal Name
-	Establishment Details
-	TAN Number
-	Circle/ Ward/ Range
-	Employer Classification
-	Income Tax Challan Details
-	PF Information
-	PF Challan Details
-	ESI Details
-	ESI Challan Details
-	Profession Tax Information
-	Factory Information
vii)	The system should Capture termination settlement details like
-	Notice Period Pay
-	Leave Encashment Information
-	Retrenchment Compensation
-	Voluntary Retirement
-	PF Settlement Details
-	Loan Recovery
-	Gratuity details
-	LIEN payments
viii)	Generation of appointment letter from ERP.

	ix) Option of a form to enable a new employee to enter his profile details into the ERP package. This shall reduce the effort in entering the details.
131	System should support for Allowances, Reimbursements, etc.
	a. Support encashment of Leave, LTC and on retirement with consequent tax adjustments
	b. Employee--wise recovery position, recovery list and outstanding balances list - month wise or as user defined
	c. Support calculation and payment of arrear/bonus with consequent tax adjustment
	d. Payment of medical reimbursement, allowances, recovery and taxation (if any)
	e. Support Recovery of club/ union contributions
	f. Housing loan/ other loan recovery of PFC and outside agencies and updating of it rebate/deductions and generation of reports
	g. Support payment of educational allowance, transfer allowances and any other user defined allowances with automatic updating of deductions, if any
	h. Support recovery of all other types of loans with reports like recoveries made, overdue list etc.
132	System should allow to manage the taxation details such as
	a. Ability to Define tax rules to determine employees tax liability as per changes by the Central Govt./ local statutory legislation for actual tax liability of employee.
	b. Facility to provide investment declaration form in electronic format. The employee will be required to fill and submit the form electronically to automatically updating of salary record and tax calculation by the system.
	c. The system should ensure support for major statutory reports / certificates of taxes like Form 16 and Form 24 in the user defined format (16AA, 12BA AND 27A).
	d. Also, should support generation of employee's individual tax returns and generation of ETDS data.
	e. The system should Record employees' perquisites and other information relevant in computing their tax liability as tax components.
	f. The system should complete calculation and deduction of tax automatically / user defined
	g. The system should Project the tax liability of each employee for the period within a tax calendar based on the employee declaration of savings etc. and providing tax planners to the employee.
	h. Provision to manually adjust taxable earnings (in case of income from other sources, investments etc.)
	i. The system should Support separate tax tables for bonus pay calculations (Flat tax)
	j. The system should handle Exemptions and Rebates as per the Income Tax rules
	k. Professional tax deductions with exemptions, arrears and generation of related reports & challan
133	System should allow to maintain the deduction such as
	i) Provision to establish deduction limits for each deduction based on various parameters like:
	- Employee;
	- Job Classification;
	- Organization;
	- Benefit plan;
	- Salary
	ii) Provision to make deductions effective:

	-	In the current period;
	-	In any pay period or periods selected;
	-	In any user-defined frequency selected;
	-	Between user-defined start and stop dates;
	-	Until a user defined limit is reached
	iii)	Start and stop dates for deductions should be maintained:
	-	On the Employee Master file;
	-	On employee level
	iv)	Provision to reverse deduction to be included in next check if incorrectly withheld / Option with user
	v)	Ability to apply or stop various deductions based on employee status changes (e.g., Leave without Pay)
134	System should allow the Management of Allowances such as	
	i) The system should have provision to sanction ex-gratia online to any / all employees month.	
	ii) The change in perks / pay component should be maintained online. Ex. DA, HRA & Fringe Benefit allowance etc.	
	iii) Benefit such as special allowances for acquiring higher education.	
	iv) Special allowances for additional assignment, special assignment, facilities etc.	
135	System should allow pay slip management such as	
	i) The system should Provide for online ad-hoc calculation of employees pay slip amount.	
	ii) The system should Perform on-line calculation of pay and benefits for terminated employee based upon termination date.	
	iii)	The system should have the ability to evaluate different scenarios for change in pay-roll structures.
	iv)	System should provide an impact analysis tool for analysis of impact of revision of any / all components like pay, allowances, deductions etc.
	v)	Provision to run Payroll multiple times before finalization to ensure accurate pay computation
	vi)	The system should post the amount of salary paid for each element of pay for an employee, based on the relevant GL account code and employee's profit & cost center. Financial postings include:
	a.	Description of pay code
	b.	Amount
	c.	GL Account
	d.	Cost Centre
	vii)	The system should Post salary payment advice including multiple payment methods such as bank, cash and cheque to General Ledger
	viii)	Provision to issue third party payments.
	ix)	Pay slip should be generated with following detail: -
	a.	Taxable and non - taxable components in separate columns
	b.	Tax till date, Calculated, Recovered, Projected.
	c.	Loan balances and no. of instalments deducted / left
	d.	Provident fund opening balance, interest till date, closing balance etc.
	x)	CPF & Final Settlement Management

	xi) System should support pooling the monthly contribution of PF, CPF in to the CPF portal.
	xii) System should Support PF settlement process including generation of settlement sheets and relevant vouchers for accounting.
	xiii) System should support calculation of periodic interest and crediting the amount to the accounts.
	xiv) System should perform PF application processing, loan sanctioning, loan disbursement, modification of loan instalments, loan short closure, recovery through payroll, final settlement during closing/transfer for different type of PF loans.
	xv) System should maintain nominee details and payment to nominee in case of death of an employee.
	xvi) PF Returns like 7ps, 8ps and other statutory forms.
	xvii) Filing monthly ECR to RPFC office.
136	System should allow gratuity calculation such as
	i) System should perform gratuity calculation, provision & accounting employee wise as per user defined rules.
	ii) System should maintain nominee details and payment to nominee in case of death of an employee.
137	HCM Related reporting requirement such as
	i) The system should have the mandatory forms and reports like
	- IT declaration form
	- Earnings/other income outside salary
	- Payroll Register
	- Pay slip (including leave/other payment details, IT deducted)
	- Perks calculation
	- Leave encashment
	- Tax calculation (at any point of time)
	- Combined Master Card (Annual/ Abstract)
	- Form 16A
	- Form 24Q
	- Form 12BA
	ii) The system should have an online Pay slip
	iii) The system should have provision for generating adhoc payroll reports
	iv) The system should have provision for generating user defined reports
	v) The system should provide the following current and year-to-date totals on earnings statements:
	- Income tax;
	- Professional tax;
	- Any standard or user-defined deduction;
	- Any standard or user-defined pay type.
	vi) The system should display vacation status information on earnings statement
	vii) The system should display absence status information on earnings statement
	viii) TDS Challan at user-defined frequency (quarterly, yearly, etc.).

	ix) The system should be able to generate the reports for each employee to show individual employee records with regards to leave register/ expenses/ PF details etc. including:
138	System should provide facility to handle different type of leaves. For example, annual, sick, study (with pay, half-pay and without pay etc.), Maternity, etc.
139	System to maintain/enter date of resumption from leave to trigger future payments to the employee.
140	System to accrue leave as of date
141	System to provide all employees with information on available leave as of any date in past or future
142	System to provide for Number of days of a leave to be rule based.
143	System to allow for HR users to confirm above or similar calculations or adjustments or to adjust in certain cases.
144	System to provide Workflow facility for leave application (Leave application to flow as per organization chart and system is expected to check leave availability on-line).
145	System to provide facility to adjust leave or give leave credit to an employee. For example, if person on out of station trip and works on Sunday, he gets leave credit with reason.
146	System should be capable of facilitating employee/HR team/ Operation in-charge/HoD to hand over charges of an employee during his leave period to different ID and grant of allowance where taking charges goes beyond 14 days.
147	System to handle an automated leave allowance or deduction process based upon the type of leave transaction, for e.g., Transportation Allowance deduction during Annual Leave
148	System to keep track of holidays, with the facility to define weekly and other holidays.
149	System should not deduct leave for holidays occurred during leave period of an employee.
150	System to calculate value of balance leave at any time for any date.
151	System to report on leave record by staff/unit/division/region etc. for requested period.
152	System to generate e-mails to the line manager and employee 15 days in advance about scheduled leave.
153	System to handle direct transfers of Leave settlements etc., into bank accounts, with appropriate process through Finance dept.
154	System should enable income tax calculation such as
	i) The system should provide the functionality for:
	- Online "savings" detail entry screen
	ii) TDS deposit details and linkage against TDS deduction.
	- CTS credit thrift society
	- Arrear Calculation module.
	- Master card (combined)
	- Monthly summery
	- Payroll
	- Deduction schedule
	iii) Establishments
	iv) Medical Reimbursement
	v) Entertainment Reimbursement
	vi) Telephone Reimbursement

vii)	TA / DA
viii)	Lease Payments
ix)	Refreshment Reimbursement
x)	Advance to be dealt
xi)	Establishment: - Uniform, lease maintenance, car/ scooter maintenance, etc.
xii)	Others like (Residential office maintenance, Briefcase, Raincoat etc.)
xiii)	Should provide for monitoring the limits of reimbursable element of salary
xiv)	Should be able to generate CTC report for various level of employees, should also facilitate generation of projected employee costs based on certain estimated hike.
xv)	Should be able to integrate with HR module to monitor attendance and leave records and use the data in payroll processing.
xvi)	Should facilitate employee cost allocation based on pre-defined parameters.
xvii)	Should facilitate auto generation of e-return required u/s 205 of the I T Act.
xviii)	Should have the facility to adjust excess/ short deduction of TDS,
xix)	Annual & Periodical Service Verification etc.
155	i) System should provide every course with a unique code, specific topics and objectives.
	ii) Ability to use planning tools to determine course demand for a period based on pre-bookings and/or actual attendance from the previous year.
156	To define multiple companies, legal entities, org structure, department, cost center, profit center, Job, Grade, Positions etc.
157	The system MUST be able to build an organization structure, which caters to various organization types such as departments, sections, sub-sections. These should then be in turn be converted into cost centers

2. Project Management

S. No	Functional Requirement Specifications
1	project initiation approval process be created, planned, managed and tracked in the system;
2	different types of project lifecycle be defined and managed in the system with specific project plans including detailed processes, timelines etc.
3	information regarding the constitution of project management organization (PMO) for the project be made available in the system to all concerned departments/functions
4	individuals/team(s) be formed and allocated to the project activities in the system by various departments; be able to layout a project timeline and allocate manpower and resources as a result, predict critical inter-dependencies of labour and equipment, create reminders for sub-contractors and other staff, and adjust this schedule as a project progresses to account for external factors etc.

5	Can a high-level project charter be defined, managed, and made available in the system which broadly covers information such as, project background and introduction, scope of work, major activities/components and their description, timelines, be capable to show impact of project cost due to over/under booking
6	Can differently project templates be stored in the system ?
7	Can various project activities be grouped at multiple levels in the system?
8	activity dependencies and critical path be identified and managed in the system using tools such as Gantt charts or PERT charts etc. and quickly identify task interdependencies and project constraints.
9	Can the system use the skill set and other HR related details to facilitate allocation of manpower to project team?
10	Can project team prepare cost estimate
11	Can project related and reference data be made available to the project team and the other stake holders across locations
12	Can project related details consisting resource utilization, expenses, progress, deviation, incidents etc. be made by project team
13	Based on the above information, can the project activities, resources, cost and progress be monitored and controlled centrally?
	Equipment Planning: Can standardized equipment list such as, Capital construction equipment, Light construction equipment, Transport vehicles etc. be made available in the system? Be able to capture assembling of new asset / capital repairs for existing equipment etc
	Measurement & Payment:
14	Can measurement book be created and maintained in the system in a user defined manner for capturing execution details of the project?
15	* Can measurements entered in the system be validated by authorized K-RIDE personnel as per Delegation of power (DOP) and accepted by authorized Consultants? personnel?
16	Can payment invoice be created as per approved DOP in the system with reference to measurement books?
17	Can all material requisitions by Consultant be entered and tracked in the system and contractual terms and conditions compared with norms available in the system and alerts generated in case of deviations?
18	Can the recoveries be estimated based on materials issued and linked to payment invoice?
19	Can claims made by Consultants be managed and tracked in the system?
20	Can payments made to the Consultant during the specified period be compared across various periods and linked to progress of work?
21	Can deviations alerts be generated from the system?
22	Can the schedule and customer deviations be updated and approved as per DOP?
23	Can penalties be imposed on Consultants due to delays or slippages in the contractual milestone as per the contract agreement?
24	Can alerts be generated on delay in payment of invoice
25	Can change orders be created and tracked in the system in case there is change in the scope of work/ design?

26	Can insurance and bank guarantees be tracked in the system against a contract?
27	Can amendments in quantity to be executed be made in the contract?
	Progress Monitoring & Reporting:
28	Can data regarding package-wise daily progress report be entered and made available in the system?
29	Can weekly, monthly, quarterly, year to date expenses incurred be entered and compared with the planned costs?
30	Can a management dash board highlighting the critical activities and issues of the project be created, maintained and accessed in the system and alerts be generated in case of delays/deviations? be capable of workload automation to schedule tasks in the right order, allocating equipment or skilled workers over multiple projects, balance workload across multiple projects with the ability to quickly re-balance this workload in response to unforeseeable delays (weather, job site challenges, etc.).
31	Can variations from schedules/ networks be identified at activity level and alerts at defined terms are generated?
32	Can time, material, resource utilization and cost Information be made available in order to check the possibility of overrun, if any and special report generated in such cases?
33	Can information pertaining to periodic progress, material and resources usage, planned and actual expenses as entered by Project be made available for generation of exception/standard reports
	*Managing Customer Contracts: The functionalities of the ERP system will provide the users at K-RIDE the various tools to quote and Win Successful Projects. The system should assist projects in this stage by providing:
34	*Record the scope of work, as released in the Bid by the client.
35	*The ability to perform Estimation against various Cost Elements.
36	Ability to perform Cost Estimation, against each activity of the Project Work Breakdown Structure
37	*Ability to retrieve the Estimated costs on to the Sales Contract
38	*Ability to submit quotation to the client.
39	*Ability to repeatedly revise the scope of work, based on every round of Techno-commercial negotiation
40	*Ability to Submit revised quotations
41	*Ability to set Contract Baselines
42	*Ability to Award and Activate the Contract
43	Ability to record Interim Retention amount in percentage on the Sales Contract
44	Ability to record Final Retention amount in percentage on the Sales Contract
45	Ability to record various dates such as Planned Start Date, Planned Finish Date, Award Date, Actual Start, Date etc
46	Ability to record the various Taxes, Duties, Freight charges, as applicable
47	Ability to Start the actual work on the contract
48	Ability to have various Calculation methods such as Fixed, Per Unit, Rate Only
49	Ability to perform Valuations on the basis of Fixed Cost Value/ Fixed Sales Value/ Progress/ Quantity.

50	Ability to perform Calculations on the basis of Cost Value or on the basis of Sales Value
51	*Ability to register the date when an Enquiry was received from the customer.
52	*Ability to create various Applications for Payment from the same Sales Contract.
53	*Ability to record the amount of work performed, in terms of quantity and raise the invoice for the corresponding amounts.
54	*Ability to Submit the Application for Payment to the client
55	Ability to record the work values, as certified by the client.
56	Ability to raise Invoice for the Certified amounts, considering the retentions.
57	Ability to raise Invoice for Final Retentions
58	Ability to tightly integrate Sales Contract Management, Project and Sub contract Management
59	Ability to Complete the Sales Contract, once the complete scope defined in it has been completed.
60	Ability to Close the Sales Contract, once all the payments have been received.
	Project Planning : At the planning stage the system would assist the K-RIDE Project team in the following manner:
61	*Quickly initiate and generate a project plan from the projects performed earlier. Material, manpower and other costs requirements would be automatically connected to the activities.
62	Identification and availability of Manpower requirement both internal and external
63	Allow for Project Structure (WBS) with Multiple levels of Sub Projects
64	Allow for Project Structure with Multiple Activities underneath each subproject.
65	Ability to define Predecessor and Successor activities.
66	*Ability to connect requirement activities to the project structure such that it helps to: Identify project-specific items and Define demand planning for project-specific items separately by project
67	System would track Estimated, Planned, Committed and Actual costs. Have functionality to estimate total project expenses, track actual costs, create purchase indents/orders for both materials and services.
68	Committed values would be captured directly from the business objects (like purchase orders).
	Project Procurement: The system would permit Project specific procurements such that it captures:
69	Purchase requisitions connected to Activity and progress available on the Activity
70	May buy both articles on stock or not on stock
71	System should be able to take advantage of the complete material and capacity planning; Tracking features are required to monitor and track that project are completed on time and within budget. This feature to have options of reviewing milestones and task deadlines using visual dashboards
72	Material Procurement List from Project itself
73	Actual values should be created automatically from the project specific accounting entries generated; be capable to post relevant accounting entries for system transactions automatically
	Risk Handling Capability : Integration with 3rd Party Tools

74	*The project module will interface seamlessly two ways with Microsoft Project and/or Primavera. This would help to: Take advantage of the project planning tools scheduling functionality to do a critical-path analysis. Information that will be shared includes: WBS with activity dates, Dependencies between activities and constraints information, Resources and resource allocations, Progress information, Exporting and importing can be repeated as needed, making it easier to re-plan and handle changes while the project is under execution.
75	Project Execution: At the execution stage, ERP will provide with extremely simple and user-friendly ways to report time, cost, material and task progress. The various benefits which are likely to be provided by ERP at this stage would be: Control All Projects Related Activities from: a Single Functional Area, Detailed Task Performance Controls, Personalized Web Portal Reporting and Activity, Assignments, On-line Collaboration with Suppliers and sub-Consultants
	Proactive Project Management: The various functionalities that the ERP system should have been listed below:
76	It should be possible to have both Project and Non-Project specific material planning and issue.
77	Cost and Progress of activity, sub project and project will be automatically updated.
78	Perform project performance analysis like Earned Value, CPI (Cost Performance Index), which are automatically evaluated while the project is being executed enabling rapid corrective actions.
79	Analysing project performance by comparing performance indicators with planned/revised values and committed or actual values.
80	Staff and Management will receive role-based values of performance indicators. Operational staff receives operational values and management receive values at higher summarized level.
81	*The ERP should work with concept of exception-based project monitoring. The system should be able to identify the delays and exceptions such as activity delay, procurement delay, budget exceeded etc. and push to the user in the form of email, SMS message etc. using event driven technology.
	Project Reporting: The various options available for project reporting will be
82	Extremely simplified time and cost reporting, which directly updates the progress and costs of the activity.
83	Support for various methods of time reporting to cater also for the field staff at the sites. through client
84	*Support for various methods of time reporting to cater also for the field staff at the sites. through Web
85	Support for various methods of time reporting to cater also for the field staff at the sites by uploading from a pre-defined format in software like excel etc.
	Project Analysis
86	Users at all levels can utilize ERP Tools to analyses Project Cost and Performance broadly classified as: Transaction Flows from Procurement into Project, Cost Analysis and Performance Tools, Revenue Analysis and Metrics
87	Project Activity Costs (committed and actual) and Progress should get updated automatically from Purchase Orders

88	Project Activity Costs (committed and actual) and Progress should get updated automatically from Time Reporting
89	Project Activity Costs (committed and actual) and Progress should get updated automatically from AP Invoices
90	Project Activity Costs (committed and actual) and Progress should get updated automatically from Engineering activity and document development.
91	The users would be able to perform Project Progress Performance. The various options available should include "History"
92	The users would be able to perform Project Progress Performance. The various options available should include "Project Cost Performance"
93	The users would be able to perform Project Progress Performance. The various options available should include "Resource Utilization"
94	The users would be able to perform Project Progress Performance. The various options available should include "Project Exceptions"
95	The users would be able to perform Project Progress Performance. The various options available should include Personalized Projects Portal for Key Project Metrics : Project Status
	Project History Logging
96	Ability to log relevant project data
97	Ability to schedule History Logging (weekly, daily etc.)
98	Ability to manually log History
99	Availability of Graphical displays for easy follow up
100	Drilldown from graph to history details
	Integration to Finance: The financial system and the project module should be tightly integrated to allow:
101	Automatic synchronization of Project ID and basic data in finance
102	General Ledger information should be available in project forms
103	Financial transactions should be marked with activity id
104	Actual figures should always be fetched from GL
105	Drilldown from activities to financial transactions
106	Zoom from financial transactions to activities
	Exception Based Project Management: The system should have the capability to perform "Exception Based Project Management". In this regard it should be possible to:
108	Ability to create "Project portals? where one can set up a link to "Project exceptions" that summarizes all deviations from the project plan.
109	The portal should give all information and provide a 'one-click away' interface to delayed purchase order, activities and exceeded budgets.
110	The system should provide Performance Portals to monitor the project based on Cost and Schedule Performance Indicators.

	Project invoicing: The system should be capable of creating project invoices with complete link to the financial system. The functionalities expected in this category are as follows:
111	The system should have the flexibility for both fixed and time and material-based invoicing plan
112	It should be possible to define invoiceable and non-invoiceable cost heads so that the transactions under the invoiceable head can be directly passed on to the customers
113	The project invoices created should end up in the accounts receivable module of the application for close follow up
114	Flexible pricing structure
115	The system should have close follow up on the project cost and revenue.
	Sub contract Management : The system should have the ability to outsource works and capture the progress on them:
116	The ability to capture the scope of various Sub contracts given to various sub-Consultants.
117	Ability to record the costs of Subcontracting on the Project
118	Ability to capture the various dates, such as Planned Start Date, Planned Finish Date, Awarded Date, Actual Start Date etc.
119	Ability to release the Subcontract on to various prospective Consultants/ Suppliers
120	Ability to record the Submitted Quotations from various Vendors and compare the same.
121	Ability to record the dates when various Consultants / suppliers have submitted their quotations.
122	Ability to record the reason of Awarding the Subcontract to a particular Vendor
123	Ability to Call Off works, progressively, as per the need.
124	Ability to hit Committed Costs as soon as the Called Off work is released
125	Ability to capture the Sub Consultants? claim for the work done.
126	Ability to record, the actual work which has been done on site. This shall be captured on the basis of a report which shall be sent by the Site Supervisor.
127	Ability to retain certain amount of the total Sub-contracted value as an Interim Retention
128	Ability to retain certain amount of the total Sub-contracted value as the Final Retention
129	Ability to certify the claims which have been made by the vendor for the work performed.
130	Ability to raise invoices only for the Certified work values, retaining the Initial/Final Retention amounts
131	Ability to make payments against the Invoices.
132	Ability to record various Taxes, such as Service tax etc, as applicable.

	Budgeting & Forecasting
134	Be capable to have approver and requester features for project budgets; Ability to control all material costs, which exceed the budget; have functionality and controls for project budget planning at overall project level as well as individual work-centre level
135	Ability to compare Budgeted costs w.r.t Labour with the Actual costs incurred, at the end of the project.
136	Ability to repeatedly revise the Budgeted costs, if need be.
137	Ability to draw S-Curves and Straight Line based on the forecasted costs.
138	Ability to define Budgeted costs on the basis of Estimated costs, functionality of zero-based budget etc.
139	be capable to total up the budget distributed at multiple work-structure level and prevent posting of expenses in excess to approved budget.
140	Soft copy attachments in transactions for reference

3. Material Management

Sl.No.	Functional Requirement Specifications
1	Ability to capture vendor name, address, contact, banks, payment term, business, place of origin and statutory details (Tax and Legal Entities details)
2	Ability to add new vendor to the vendor master based on approval
3	Ability to identify vendors by a unique coding system
4	Ability to filter all vendors based on multiple parameters such as product code / Region, etc.
5	Ability to view vendor comparison reports (rates within peer groups, vendor history, past performance); allow for a companywide integrated list of Suppliers that can be shared across all departments and Site Offices.
6	Ability to allow authorized users to create, modify, block/un-block transactions on vendor records.
7	Ability to create standardized formats/form for vendor selection, evaluation of existing vendors, contract renewal; Ability to perform a supplier evaluation analysis/rating based on: - Delivery schedules; - Pricing; - Quality levels; - Service levels etc.
8	Provision of system to request for new supplier creation with following information: Supplier Name, Supplier Address, Supplier Type, Requestor Name, Reason for Request; maintain a centralized Supplier Database with the following information: - Supplier ID; - Supplier Name; - Supplier Country; - Supplier's Multiple addresses; - Supplier contacts; - Standard terms; - Default payment / credit terms; - Multiple Supplier bank account details; - Email address; - Website; Ability to maintain multiple Suppliers with respective delivery and payment terms and lead-time for an item; Ability to maintain the list of preferred suppliers at the product category level; support user defined approved Supplier lists by category of items; Ability to setup Supplier item relationship so that for a supplier, the system should list only those items that are supplied by that Supplier;
9	System should require approvals for creation of vendor code and ensure completion of mandatory fields when creating vendor code in system (such as TAN etc)
10	Ability to have both manual numbering / automatically generated numbering for vendor codes with provision for maintaining different numbering sequences and formats for different vendor categories

11	Ability to not allow Purchase orders/Payments to un-registered vendors (not listed in Vendor Master or without vendor code); Purchase Order register having all the information from PI, PO, GRN, Vendor Invoicing to Vendor Payment
12	Ability to restrict user adding vendor whose details are already available in the vendor master (Automatic Duplication Check); Ability to restrict the access of PO based on the departmental/section identification
13	Ability to send confirmation emails/notification/alerts to the designated users once the vendor record is created
14	Ability to Allow blocking/unblocking of Vendor based on approval for a period
15	Ability to Approve any modifications of record of a blocked vendor by a separate designated authority
16	Ability to Provide view access of blocked vendors to all designated users
17	Ability to prevent new enquiries being sent to blocked vendors during the blocked period
18	Ability to automatically reactivate the blocked vendors after blocking period with an intimation/Notification to all concerned
19	Ability to capture supplier feedbacks pertaining to any earlier orders. For Example: Reason for delay deliveries,
20	Ability to Send a confirmation email to the designated users after blocking/unblocking the vendor record; allow confirmation of the services rendered against the service order/work order.
21	Facility to classify vendor on criteria like indigenous/foreign, PSU/Non-PSU, Defence PSU, Pvt. Sector, Small Scale Industry etc
22	Facility to store multiple Addresses per Vendor
23	Facility to store Bill-to-Entity Information for each Vendor (including currency, bank, account number and mode of payment) and Calculate and record the equivalent value of purchase Orders issued in foreign currency
24	Facility to define Payment Profile for each Vendor (including currency, bank, account number, Taxes as applicable and mode of payment)
25	Facility to store variety of information in Vendor Profile (including items /services supplied , Order Histories incl. order value, annual turnover, solvency and key terms); Ability to fetch information from the purchase order when you enter the goods receipt
26	Facility to store Telephone number, E-Mail Addresses, Web Sites and Fax Numbers in Vendor Profiles
27	Facility to configure Vendor Lead Times (external and transportation) & Ability to report purchase history, by following: - Suppliers; - Purchase prices; Delivery lead times.
28	Facility to define Payment Profile for each Vendor (including currency, bank, account number, Taxes as applicable and mode of payment)
29	Facility to configure Main / Default Vendor for an Item or service
30	Capability to carry-out Vendor Performance Analysis (on the basis of quality of item / services offered, quantities supplied, delivery / timely completion performance and cost /price)
31	Facility to generate Vendor Performance Reports (on the basis of quality of item / services offered, quantities supplied, delivery / timely completion performance and cost /price)
32	Ability to de-activate / activate / blacklist vendors with effective dates and assigning status to individual vendors
33	Ability to check whether a vendor is also a customer and if so ability to set-off transactions from AP and AR as per requirements

34	Ability to configure and allow one-time vendor
35	Ability to restrict access to vendor master to specific users and enable filtered views of the vendor list for various processes as per business rules
36	Ability to conduct vendor registration process and vendor deregistration process as per predefined business rule; Ability to define an 'Urgent/Emergency' approval business rule.
37	Ability of the indents to follow a configurable workflow so that they can be sent to the purchase organization online
38	Ability to raise service indents which includes service items
39	Ability to categorize Indent documents as Revenue Purchase Indent, Capital Purchase indent and Proprietary Indent
40	For the Capital Purchase Indent, ability to capture against the indent, the reference to budget approval document, justification for purchase, environmental clearance (wherever applicable)
41	For Proprietary Indents, ability to capture details of Proprietary certificates
42	Ability to direct the indent to the relevant approving / concurring authority as per the indent type (Capital / Revenue) and Delegation of Power
43	Ability for senior officers/approvers to evaluate the indent online and reject / suggest modification / approve indent with detailed comments / notes
44	Ability to rework and resubmit the indent for approval after necessary modifications
45	Ability for the concerned purchaser to scrutinize the indent online and enter remarks if required
46	Ability of the purchaser to reject an Indent if required with appropriate comments
47	Ability to generate a unique indent number. Allow allocating fields as mandatory and optional based on the PI documents.
48	Ability to access information on past purchase details, current inventory status, pending orders, etc against a particular item
49	Ability to attach docs (approved note sheets / drawings / special requests etc).
50	Ability to track indent status at every approval stage / Initiator should be able to monitor the status of his purchase indent online.
51	Ability for online budget monitoring and display of budget status during indent stage and accordingly display alerts / messages on exceeding the budget
52	Ability to merge/demerge indents
53	Ability for the indent to be routed via various levels of approvals before it can be converted into a requisition or Bid
54	Ability for the indent to be converted into a purchase order if there exists a contract or purchase schedule
55	Option to include Delivery Schedules and Quality Specs with support for manual entry and special text within the Requisitions
56	Ability for the indent to be blocked if there is no sufficient budget against the cost centre
57	The indenter only be warned if there is no sufficient budget against the cost centre
58	Indents should follow a pre-configured work flow, specific to the type of materials, for approvals

59	Facility to retain indent History
60	Ability to generate requisitions for items replenished frequently like Consumables, based on re-order level
61	Facility to check the availability of free or reserved stock available at different storage locations while creating requisitions. Reserved items in the inventory should not be visible as available stock .
62	Ability to generate requisitions based on specific consumption and bill of materials
63	Ability to generate indents based on the project requirements, when the project is being planned
64	Facility to link indents to projects, departments, functions, Linking Purchase Indent to Budget and option of reserving budget at the time of creating Purchase Indent (PI) or at its approval
65	Facility for conversion/Copying/Referring of indents into purchase orders; Ability to track the version of a revised purchase order automatically
66	Facility for automatically directing planned Purchase Orders to Vendors as per user- defined criteria (Single Source Supplier)
67	Support for manual entry of Purchase Order and Capability to Issue PO for items which are supplied free of cost
68	Automatic sequential Purchase Order numbering scheme and System should be able to define Purchase order numbers: - User-defined - System assigned
69	Ability to create various types of Purchase Orders including Standard PO, Contract, Sub- Contract Order, Purchase Request, Sub-orders as sub-set of Original order, Stock Transfer Order etc.
70	Ability to create Purchase Orders for Miscellaneous (Non-Inventoried) items / job work; After the PO is raised, ability to allow increase in quantity (variation order) to be accommodated in the original PO with due authorization; ability to allow revision in prices after the item is partially supplied in the purchase order (price revision to be done with proper authority)
71	Facility to provide an option to create a purchase order without item code (for miscellaneous purchases)
72	The system should support All Indian Statutory taxes and duties in the purchase process
73	Ability to support the taxes and duties be picked up automatically based on item master details
74	Payment terms be defined on the purchase order and Support updating of defaulted payment terms at PO from supplier master level
75	Ability to enter / remove Tax details required for ensuring compliance with Indian Tax laws considering both direct & Indirect taxes.
76	Ability to setup default currency for invoice/payment/ multiple currency and System should support handling a foreign currency PO
77	Ability to configure various kinds of payment terms and indicate default payment term (e.g., Immediate, 30 days etc.)
78	Facility to include Quality Specifications on Purchase Orders (to be picked from item master). Quality check authorizes the GRN and post approval the stocks are visible in the available stocks. System should reflect the items in quality check as provisional stock.
79	Support for multiple types of Orders (including single, blanket, maintenance, return and subcontract, Job Work; Material PO, Capital PO; Import PO; Service PO; etc.) (Reference Order); Ability to create more than one PO for a single PI not exceeding overall PI material quantity; allow multiple POs being issued as a result of a single PI

80	Facility to configure default Order Type by Project / Work Center / Item / Service / Production Order; capability of determining service codes manually or automatically.
81	Option to cover multiple Requisitions by single PO and vice-versa; allow one PO being issued as a result of multiple PIs.
82	Ability to manage multiple Lead Time Components (including preparation lead time and order-to-stock lead time)
83	Option to mandate multiple deliveries per item in a PO and Capability to process POs with multiple ship-to locations
84	Facility for Purchasing Unit of Measurement with conversion factors
85	Option to create Blanket Orders with cost and quantity limits
86	Options to control the release of Blanket Orders
87	PO / Blanket Orders can contain one or more items
88	Facility to trace shipments by Order Number and System should allow recording Purchase orders having same items from same supplier to be delivered at different locations at different prices.
89	Facility to specify special Purchasing Conditions for an item / job work
90	Option to add 'Inspection Required' flag on selected items / jobs
91	System to have a capability to attach a PO output automatically after all approval for future reference. Please note: System to have a separate storing capacity for attachments and should be available/visible to the business user at the transactional level.
92	System should warn creating a Pos to different vendor; ln case a valid PO for the items exists in system. On mutual agreement with vendor, customer will amend PO to add the required quantity at the same valid price.
93	Online Access to Part-Purchase History; The purchase order history be automatically updated as a result of the deliveries
94	Facility to track used / unused material by job work vendor
95	Purchase Order should follow pre-configured Work Flow for various approvals / System to allow creation/change Work Order with approval mechanism.
96	Work Flow configuration to be based on various like PO value
97	Support for online review of PO prior to the release; provide report for open PO with supplier
98	Ability to maintain PO Status (plan, firm planned, firm requisitioned, released and closed); capability to share the status of the PO, details of PO and execution status
99	Ability to automatically generate a PO Number and assign to each PO Sequence
100	Option to define separate PO Sequence for each business unit / work centre/item
101	Ability to create PO for each division and cost to be allocated accordingly
102	Ability to define various types of taxes on purchase order
103	Ability to define 'other charges' like Freight, Insurance, Handling Charges etc to the inventory or Assets on PO
104	Purchase order line should show both item price and landed cost
105	The changes to the purchase orders after release follow an approval process; Changes to quantity, item or price etc requires the request to go back through the approval process ; Ability to capture comments during the approval process.

106	Ability for tracking changes to the purchase orders and System should have a functionality to restrict change in material prices from the already maintained Supplier Price list at the time of PO creation
107	PO should be allowed to be closed short (e.g., after receiving less than the total of the original order quantity); Provision of maintaining material safety stock
108	Facility to suspend a PO for a defined time period without short closing it
109	Facility to calculate landed cost taking in to account freight, insurance, customs, clearing cost, even though the actual invoice is not yet received for each component; Automatically recalculates the order price based on a quantity change (changes to be done with proper authority)
110	Ability to provide provision for supplier part number, Supplier and item information defaults from supplier and item master to the Purchase order basis selection
111	Ability to create a purchase commitment in finance as soon as purchase order is approved; Ability to approve PO by a Procurement Committee members basis PO value
112	Facility to enter Purchase Quotations (with discount prices, percentages, and effective dates); Ability to copy suppliers quotation / Tender into Purchasing Order either as a whole or selected line items
113	Facility to include Quote Number on a Purchase Order and Ability to convert NIT/Quotations to POs -Manual Process
114	Facility to include Quality Specifications on Purchase Orders (to be picked from item master or indent)
115	Facility to trace shipments by Order Number
116	Ship-Complete or Partial-Ship Option
117	Option to define separate Due Date per item or job in a single Order
118	Facility to configure follow-up triggers on released PO
119	Automatic reminders for Due Deliveries / completion dates of jobs
120	Provision to track Non-Recurring Charges associated with a line item in a PO, such as tooling or setup charges
121	Remote PO access and printing of associated documentation; Ability to generate and print provisional GRN/Gate Entry / stock receiving documents (GRN) and Functionality to set tolerance limit for excess or short quantity in PO leading to a check by system at the time of GRN and Vendor invoice Verification
122	Option to automatically create and maintain Sub-Contracted PO upon creation of sub- contracted work orders
123	Ability to send automatic reminder to service user for renewal of rate contract, service contracts
124	Ability to modify order quantity in ongoing parallel Purchase Orders for service jobs.
125	Facility for opening of LC/advance for import/local purchases
126	Facility to link LC with landed cost
127	Facility for recording and accounting of Import levies (duties, clearance etc.)
128	Facility for projection of payment commitments based on credit days and date of consignment receipt
129	Facility for postponing, cancelling and advancing P.O.s in line with requirement changes; all cancelling entire PO or a specific line in PO etc with approval if defined
130	Facility to prompt of a similar open order existing for an item so as to issue the vendor one more order on similar terms

131	Ability to convert the PI budget reservation into commitment and adjusting any difference in PI and PO prices to budget and Ability to generate commitment transactions and reserve budget amounts when a PO is directly created without a PI and get approved
132	A buyer can review the following prices that might be associated with an item: - Last quotation - Last price paid
133	Print POs directly from the system; auto share it with Supplier via an email copying all stakeholders after digital signing of the same and Enabling to print only the updated information when reprinting Pos (in case of amendment)
134	Option for Centralized or Distributed Purchase Monitoring
135	Ability to configure PO Milestones (Internal Lead Time) by Product / jobs / activity / Work Center
136	Ability to retain PO Data for audit purposes
137	Facility to maintain detailed Purchase Statistics (by country, Project, division, order type, supplier group, supplier, item, item group, Jobs, job groups)
138	Facility to have a purchase budget department wise / project wise; adjust the budget reservation for the changes in PO
139	Ability to track PO Maintenance History Online
140	Facility to report Shortages and Schedule Information to Vendors in real time; Ability to track the shortage or excess or partial receipt of Products received against purchase orders
141	Facility to have a purchase budget department wise / project wise and linking Procurement to purchase budget
142	Ability to generate and configure discrepancies report for the difference between ordered and received quantities and values (claims report)
143	Ability to run multi-attribute Reports and Queries on Requisitions / Purchase Orders (planned and released)
144	Facility to maintain and run multi-attribute Queries & Reports on Item Purchase History; Execute general purchase order analysis and reports
145	Ability to run multi-attribute Reports and Queries on Quotations as received from Vendors; NIT/RFQs/Quotations comparison Reports
146	Facility to configure Automatic Reminders for various Events (not delivered orders, corrective actions to be taken on Contract, etc.)
147	Facility to recover chargeable cost towards mat./consumables / services provided by MECL against each PO
148	Facility to allocate cost of procurement like mat./consumables / services against a PO, item or cost centre
149	Ability to generate report on pending purchase orders for vendor/s; referencing contracts to capture/fetch details like item, prices, terms and conditions at the time of PO creation.
150	Ability to evaluate vendor performance based on price, quality, delivery schedule etc
151	Provision to generate report on purchase order based on criteria like item, vendor, dates etc; available to view consolidated stock/inventory at stores; available to view and track non-stock materials; available to view the wastage of materials in Job work orders; Tracking goods by quantity/value; Department wise tracking of item quantity Issued; able to track non-moving spares and generate reports on the same
152	Ability to manage Receipt by Project / Location / Lot Number / Site etc and to capture bin locations, inventory class and codes etc

153	Facility to report Goods Arrival and Receipt; Check whether the delivery is the same as the purchase order data, that is, whether the goods that were ordered have been delivered.
154	Ability to manage Receipt of consolidated POs on a single shipment; Ability to process purchase receipts without the need to create a Purchase order
155	Ability to include Vendor Number, Quality Test Results and other user-defined details with Goods Receipt Note
156	Facility to inform a notification to users / indenter upon registering the receipt of goods
157	Facility to block the usage of goods till certified by user/indenter/inspector
158	Facility to generate reports on Rejected Items
159	Ability to handle Return-to-Vendor Detail and Request for Replacement Shipments / damaged item/ inferior quality item back to vendor
160	Ability to generate Claims for non-conformance receipt and for return of goods
161	Ability to generate Goods Received Note
162	Facility to book Invoice upon receipt; allow capturing of details like Time period of the service/work performed, location where services/work was rendered, details of Measurement Book No. or Invoice No. etc.
163	Ability to input and compare Supplier Invoice / Challan to Purchase Order
164	Ability to update PO and Purchase Cost as per Invoice / Certified amount
165	Ability to update Purchase Statistics, Financial Accounting and Project Accounting as per Invoice / Packing Lists
166	Facility for Part-Rejection of received Goods
167	Ability to generate debit notes on rejected items
168	Ability to capture GST/excise/Customs etc details based on purchase order and claim input credit upon receipt of goods
169	System should support service acceptance
170	Facility to keep Receipt Transaction Records
171	Cumulative tracking of Receipts / job completion certificates
172	Trigger a notification to the concern authority for approving the work completion and ability to generate work completion certificate
173	Facility to purchase Material/services directly by cash/cheque/draft and account for the same for a project / job / Production Order
174	Facility for settlement of cash, job satisfaction report, deposit back additional cash
175	Facility to purchase Material directly for a project / job / Production Order
176	Facility to trace Purchased Items back to the project / job / production order
177	Facility for grouping of purchases by project / job / production order
178	Generation of Receipt Documents
179	Facility to create Contracts (general, service, by product-class and by product) utilizing pre-defined Templates; able to capture pre-defined special information such as vendor contact details, date of manufacturing, warranty information etc. at the time of GRN for spares.
180	Facility to configure and monitor User-defined Contract Milestone Dates

181	Maintenance of commercial documents such as General Conditions of Contract (GCC), Special Condition of Contract (SCC), etc
182	Option to specify Delivery Date and Quantity along with Contracts (linked to Inventory)
183	Option to create Price and Discount Agreements
184	Option to define Shipping and Handling Costs alongside a Contract
185	Option to associate and monitor Delivery Schedule with a Contract
186	Option to receive Online Acknowledgement from Vendor upon acceptance of Contract
187	Contract Documentation and Reporting; allow referencing contracts to capture/fetch details like item, prices, terms and conditions at the time of PO creation; allow attaching documents segregated with their types like Invoice Copies, Work performed completion certificate, Site Pics etc. while confirming service completion; Ability to attach documents like- PAN, GST registration, etc. (in the form of Word, Excel, PDF etc.) in Supplier Master. Please note: System to have a separate storing capacity for attachments and should be available/visible to the business user at the transactional level.
188	Ability to designate approval hierarchies to approve Purchase Indents, Purchase Orders and supplier Quotations on the following criteria: item range, type of purchase, amount limit, department etc; Facility for amending the Contract with hierarchy of approvals
189	Facility to track and maintain the amendments to the Contract; restrict amending PO in case the supplier price validity has expired.
190	Facility to report performance/completion of work, milestones against the contracts, especially the services contracts
191	Facility to report deployment of skills, expertise against the contracts
192	Facility for Finalization of Billing Breakup
193	Release of initial and interim advance, retention charges if any
194	Post award execution & monitoring
195	Closing of Contract
196	Support user defined Supplier categories (e.g., Distributor, Supplier, manufacturer, OEM etc.).
197	Ability to create a new indent similar to an existing indent; Ability to create a Purchase Order from an existing Requisition
198	Ability to search the Vendor Record via any of the existing attributes viz PO, GRN, invoice, accounting document, vendor code, item no. etc.
199	Ability to generate Reports by Vendor, Item or Service in due date sequence
200	Ability to electronically transmit a Purchase Order to the Vendor (on mail ID extracted from predefined Vendor Profile)/auto generate letter and address label
201	Interface with General Ledger to increase the Materials Account and Credit Accounts Payable upon receipt
202	Ability to mark characteristic of Item like Domestic, Imported, Excisable, able to mark each inventory in stock as either having been imported, or procured through forward buying, etc.
203	Allow for multiple line description per item and Facility to search for existence of an Item based on multiple search options;

204	Ability to extract and transmit PDF, Drawing Files and other Files to Vendors
205	Facility to send automatic Reminder for Overdue Shipments to Vendors via Fax or e- Mail
206	Ability to electronically transmit a Purchase Order to the Vendor (on mail ID extracted from predefined Vendor Profile)
207	Interface with General Ledger to increase the Materials Account and Credit Accounts Payable upon receipt
208	Ability to create Item code if certain with a code generator (wizard)
209	Ability to capture price for each material / Service supplied by a vendor and its corresponding quality, delivery schedule etc
210	Provision to activate multi-level "Release" strategy for purchase requisitions based on certain criteria for e.g., value of purchase requisition; System to have an approval mechanism (as per Business DoP levels) for completion of the work performed by Service Partner from the authorized persons.
211	Ability to automatically identify potential sources of supply for a material / Service requirement based on past orders or existing long-term purchase agreements; have the option of defining minimum and maximum inventory levels, and lead times for each item.
212	Ability to automatically check the purchase requisitions for budget availability
213	Provision to create different kinds of purchasing documents like purchase order, contract or scheduling agreement
214	Ability to define various types of purchase orders like PO for local purchase, PO for imported items, PO for services, defining and segregating materials into Raw Materials, Semi-Finished Materials, Finished Goods, Service Master, Capital Stock, Consumables, Non-Stock materials etc.
215	Ability to define and procure services, including long term purchase order for services
216	Provision to activate multi-level "Release" strategy for purchase orders based on certain criteria for e.g., value of purchase order; Ability to have multiple user defined grouping levels / dimensions
217	Ability to restrict access of purchasing documents to specified users for creation/changing; allow blocking certain items from being procured by marking so in the masters. Inventory items already in stock can be reserved for a plant maintenance order. Spares would be blocked against work orders.
218	Ability to record and track changes done in a purchase order including information about the date, time, user and old and new value
219	Allotment of new codes for material / Service, services and vendors
220	Ability to group all items based on parameters like Spares, consumables, tools etc. Have a functionality of managing inventory in Batches for the spare parts and track spares, materials issued can be tracked based on the batch No.
221	Assign unique category code to each category
222	Assign Unique Item code for items
223	Ability to regroup the items and retrieve the data as per user requirements
224	Assign item name in each category
225	Ability to assign model, make, characteristics etc to each item
226	Ability to configure items - requiring quality check / quality check not required

227	Ability to Map item code with vendor master; Support generating vendor master code number automatically ; Ability to map supplier with customer, if the supplier is also a customer
228	Ability to identify duplicate items and send alerts e.g., supplier code creation directly in system or in batch mode
229	Provision for traceability of materials at individual piece , especially the tools like drill bits
230	Provision for scaling of coding structure
231	Ability to update the Bill of Materials for all the assets
232	Provision to attach Technical Write up, end user certificate for import / Indigenous items
233	Ability to identify place of inspection - Receipt / In-process / Pre-dispatch
234	Ability to link each item of an indent to equipment / project, department wise
235	Provision for differentiating items based on criteria such as capital or revenue
236	Provisions for maintaining critical characteristics like shelf life (for chemicals) etc. for system alerts and decision regarding material movements and support material movement based on Bar code scanning (Goods Receipts, Material issue and Dispatch).
237	Ability to configure an expiry alert date for chemicals. The system shall generate an expiry alert 'XX' number of days before expiry as configured
238	Ability to configure safety stock / economic order quantity based on enterprise stock management policies
239	Provision to define various relevant information for each material like purchasing related information, inventory related information, sales related information, quality related information, accounting related information etc
240	Ability to define different stock keeping units for a material (for e.g., one unit for purchasing and other for issuing)
241	Ability to define authorizations for users for creating and changing material records
242	Ability to identify material requirements from user department or material planning & control (which may include Demand-based approach to inventory planning)
243	Ability to generate consumption pattern for a material
244	Ability to generate ABC analyses, fast / slow / non-moving items reports
245	Provision to define storage locations, bins, go downs etc
246	Ability to carry out re-order/norms-based stock replenishment
247	Ability to initiate indent to items whose stock levels are at or below ROL level or in safety stock levels; Checking of Stock Level while preparing PI for Stocks. Track the stock levels of each inventory item in the store, across all plants.
248	Ability to raise Indent and restrict access for certain materials to authorized personnel (AR items by Stores only)
249	Ability to put following details in an indent: past purchase PO, last 3/5 years consumption, estimated value of purchase, estimated delivery date, type of purchase, nature of item (consumption, capital), where used details, total budget allocated to the dept, record change log of all actions taken on the PI. Ex.-date of action, Item Change detail, Business User details etc.
250	Ability to raise alerts when items reach the re-order level and generate indents automatically. Modification on PI should retrigger the workflow and an alert message should go to all the approving authorities including PI creator.
251	Ability to suggest vendors with justifications while raising the draft indent for limited Bids or proprietary items

252	Ability to forward the indent to the respective approving authority through a defined workflow for clearance.
253	Ability to evaluate the indent online and reject / suggest modification / approve indent with detailed comments / notes.
254	Ability to access information on past purchase details, current inventory status, pending orders, etc required to evaluate an indent and sorting of approved approval hierarchy.
255	Ability to attach scanned docs [approved note sheets / drawings / special requests etc] if required; System to allow attaching required documents for the reference of buyers in PI. Ex. Material Specification; Design etc. Please note: System to have a separate storing capacity for attachments and should be available/visible to the business user at transactional level.
256	Link to database for price history; Ability to Refer to previous purchase price on PI; Capability to fetch material price at the time of PI/PO creation from already maintained supplier Price list.
257	Ability to create internal indent by a unit / dept / etc. on another unit / dept. and for local as well as foreign purchases
258	Ability to raise indent for missing item / reject item with appropriate auto generated reason code affixed with indent with adequate approvals; Ability for capturing of the reason as to why a material fails the QC
259	Ability to classify indents such as revenue / capital indents/ Emergence / normal, import , trial, etc.
260	Ability to rework and resubmit the indent for approval after necessary modifications (edit after submission).
261	Ability to allocate funds against an indent online from department procurement budget. Ability to purchase an item by way of using funds from both capital and recurrent budget partially
262	Ability to direct the indent to the relevant approving / concurring authority as per the indent type (Capital / Revenue) and Delegation of Power
263	Ability to differentiate between approved, pending for approval and rejected indents
264	Ability to link the Purchase indent with the respective Cost centre
265	Ability to trace the indent to the indenter, department, shop floor etc. with the audit trail with regard to date
266	Ability to track on indents raised per user dept / cost centre , buyer group/person
267	Ability to convert indent to a final stage by indenter, after these further modifications by indenter is restricted.
268	Ability to specify whether items in the indent are proprietary or not and accordingly link proprietary certificate for proprietary items (same is true for Quality inspection specific items and relevant quality certificate)
269	Ability to track the status of an indent from indent raising to approval, receipt of offers, placement of order, LC status, material in transit, receipt at stores, inspection, stock charging and payment
270	Ability for online budget monitoring and display of budget status during indent stage and accordingly display alerts / messages on exceeding the budget.
271	Provision to use multi-budget codes for certain group of items; multiple level approval mechanism based on type of PI, department, value etc.
272	Without sufficient budget indents cannot be raised.
273	Ability to track items critical to Operation, critical to quality, insurance spares, having shelf life, etc for stock level and raise alarm for indenting.

274	Ability to provide a facility to the indenter for adding any remarks/description, Special instruction on Packing req, inspection req, sample submission (free/chargeable), legal transit needs, delivery scheduling, test certificate req, Pre-dispatch inspect
275	Ability to specify whether 'Sample' is to be submitted with offer or after placement of order and attach 'sample approval criteria' to the indent.
276	Ability to prepare an estimate based on standard cost data, past purchase and latest applicable taxes and duties (ED, Cess, entry Tax, etc), transport cost, etc giving landed cost.
277	Ability to identify existence of rate contracts at the indenting stage and link it accordingly with the indent. Ability to link purchase indent (PI) to contract for which request is created
278	Ability to indent and track a free trial / paid trial item and record the performance.
279	Ability to create a purchase requisition / Indent from an existing requisition and for local as well as foreign purchases
280	Visibility of inventory of the items during indenting and approval cycle
281	Ability to track Purchase requisitions at various stages of approval hierarchy and consolidate the requirements based on material groups or other relevant criteria.
282	Ability to automatically book the department budget with actual value, upon placement of Approved Bid / Finalized contract
283	Ability to configure a committee for a specific department unit to generate local purchase Indent
284	System should facilitate planning for different materials based on the expected demand
285	It should be possible to generate unique code, based on codification principles for materials, vendors and contract categories etc. System should allow creation of numeric/alphanumeric unique codes for services.
286	The coding scheme for the material master should enable the categorization of the materials in a user defined way including categorization into main groups, sub groups, sub-sub-groups etc; Functionality to create supplier master with details like PAN, Tax Registration numbers, Various TDS Details, supplier Bank details, Supplier GST Classification & etc.
287	Support receipt inspection activities (including rejections) be recorded and used to generate inspection reminders
288	Supports creation of a stores receipt voucher be generated to record physical custody
289	Ability to allow the store's inventory be reserved against specific indents and their utilization monitored
290	System should allow the stores item issue be linked to reserved inventory, cost centres and exit gate pass with details like: Item Code Item Description Quantity UoM Issued to department/location Issued By Carried By (Person Name) Date and Time Vehicle No. Driver Name Work Order No. etc.
291	Facility to have various item accounting like moving average, FIFO etc; be able to track stocks inventory on moving average basis, based on the GRNs.
292	Ability to review order details on-line at the time of receiving of goods
293	Allows generation of receiving documents (e.g., GRN, and inspection record) against purchase order line item, with provision for partial receipts
294	Ability to generate bin instructions/labels for the storing of items in the store / storage areas

295	Ability to record stock condition during all stock movements (such as issue, receipt, transfer and stock counts); allow transfer of the items from one location to another location
296	Ability to manage accounting for the return of stock to suppliers
297	Support for multiple Facilities, Stores and Other Inventory Locations, Processes multi-item type Purchase Orders
298	Ability to adjust or update or define for differences or conversions in Unit of Measurement for service / works
299	Capability to maintain Audit Trail of all transactions and for all the changes; Prints a Standard audit trail report of purchase order changes
300	Facility to manage Inventories of Internally-produced Items
301	Online Display of Resources and Inventory availability by Location
302	Support for Reallocation of Reserved material / spares across Projects
303	Facility to classify items as new, refurbished, scrap, serviceable, etc.
304	The system should facilitate tracking the refurbished materials with the original one till the final piece is discarded as scrap - the multiple versions of the material as it is serviced or refurbished
305	The system should facilitate constitution of a committee to assess the returned materials for scrapping
306	The system should record of findings of the committee and approval process
307	The system should facilitate categorization of scraps
308	The system should facilitate issue of scrap to successful Consultants against proof of payments
309	Provision to carry out value and quantity adjustments
310	Ability to restrict adjustment transactions for authorized users only
311	Ability to reserve material against a job/department and further provision to block issue of such material for a stipulated period; allow issuance of material against a material reservation or without a material reservation to the respective departments.
312	The lifecycle of the procured item or system should be managed from despatch, receipt, inspection and storage
313	The system should allow to track the Materials Receipt Certificate through the stages of 'Receipt', 'Inspected' and 'Taken into Stock'
314	Ability to crosscheck delivery challan against the corresponding purchase order
315	Ability to register/record inward - material details unloaded
316	Ability to retrieve the details of Materials ordered and received with the Purchase order number
317	Ability to capture such particulars as - item name, Quantity/packing, date of receipt, inward register number, purchase order number and name of the supplier
318	Ability to alert the Concerned user department on receipts
319	Ability to notify Purchase / Accounts departments about the rejected materials.
320	Ability to receive notifications from Purchase department on approvals for returning rejected material
321	Ability to notify Purchase department of excess / shortfall in material received
322	Ability to define different types of material that the company procures, stores and sells
323	Ability to record goods against a purchase order and highlight if there is variation between quantity ordered and received; The system should compare the goods receipt quantity with the purchase order quantity while receiving

324	Seamless real time integration between inventory and accounting applications for automatic update of inventory value in pre-designated accounts for each relevant inventory transaction. Create at least one accounting document, which records the effects of the value of the goods receipt.
325	Ability to report inventory level based on pending purchase requisitions, pending purchase orders and goods-in-transit
326	Ability to provide real-time inventory status at stores
327	Ability to categorize different kinds of inventories. For e.g., unrestricted, blocked for inspection, blocked for project etc
328	Ability to store item with material and serial number combination in inventory
329	Ability of record receipt of item/services identified for consumption. For e.g., directly for cost centre
330	Ability to record the receipt of materials from project sites
331	Ability to record the materials received from project sites as for inspection and further action (not for immediate reissue)
332	Ability to categorize the materials received from field as serviceable, new, non serviceable etc on inspection by a committee
333	Ability to link the receiving materials to originally issued
334	The system should support different types of movement and issue of materials - with multiple locations of stores, project sites, and to workshop; Allow multiple receipts against one PO as well as against each line item in one PO
335	The system should support automatic allocation of raw material against production order
336	The system should support issue of raw material against production order
337	System should allow the material issued be tracked i.e., specific consumption vs. actual usage; Ability to enter and track the damaged / disposal Products and their quantities and values by orders
338	The system should help in monitoring and displaying the stock
339	The system should facilitate issue of materials like tubes, rods and drill bits etc on a returnable basis to project sites / allow respective departments to raise return voucher for materials that are unused to the main stores.
340	The system should facilitate track the materials issued to project sites, when the materials are received at the project office and then at the central store
341	The system should help in monitoring and displaying the stock
342	The system should facilitate Issue of materials to maintenance based on the schedule of maintenance or work order for maintenance
343	The system should facilitate Issue of materials to manufacturing based on the schedule of maintenance or work order for manufacturing
344	The system should facilitate Issue of serviceable materials to manufacturing based on the categorization; System should be able to define multiple service categories as per business requirement like Civil works, Electrical Works, General, Housekeeping etc.
345	The system should facilitate consolidating different requests for issues into single or multiple shipments
346	Ability to identify mechanisms for shipment or transportation
347	Ability to request the in-house vehicles for shipment

348	Ability to identify the transporter for shipment based on contracts
349	Ability to use the transporter services
350	System should facilitate transporter payments based on the receipt of goods at the destination.
351	System should allow the issue of stores items to employees be integrated automatically to the payroll system for effecting recovery for items like laptops etc; have integrated subcontracting Module/Process ; Provision to maintain the stock at Subcontractor location if required
352	Ability to support physical inventory check process and accommodate the accounting entries basis the physical inventory process results.
353	Ability to record difference and reconcile system stock and physical stock for e.g., Material issues and Material returns are to be reconciled, etc; Subcontracting Item reconciliation etc
354	The Ability to allow physical and book stock be compared and discrepancies managed in terms of stock adjustments, write-offs, Printing inventory lists for manual inventory comparison, etc
355	Facility to assign Adjustment Reason Codes
356	Audit Trail of Inventory Adjustments
357	Reporting of Overstock and Under stock Exceptions

4. Finance & Accounts

S. No.	Functional Requirement Specifications
1	Support defining multiple locations and segments
2	The access shall only be provided to authenticated and authorized users.
3	Flexibility to define fiscal year including start month and end month
4	Ability to define 12 periods / month within fiscal year
5	Provision for separate logical periods for the purpose of annual closing activities
6	Multiple sets of same books of accounts are permitted.
7	Allows closing of fiscal periods to restrict transaction posting.
8	Allows to keep multiple periods open across financial years or within financial year and provide a functionality to enter transactions in new financial period be commenced even before the previous year is closed
9	Ability to reopen closed period, subject to valid authorization.
10	Ability to define exchange rates within multiple currencies vis-à-vis base currency.
11	Flexibility options for posting of these differences meet criteria defined by the Indian Accounting Standards. System should be able to post transactions from other modules such as Accounts Payable, Accounts Receivable, Fixed Assets, Payroll in online mode based on mapping of general ledger account codes
12	Ability to draw complete set of books of accounts such as profit and loss account, balance sheet for the legal entity, each Authority, zone etc.
13	Availability of various document types for different financial transaction and support drill down to transaction level from any module to the source document

14	Availability of system generated numbering for the documents based on the range specified for that document type. These numbers may be location-wise or common across all locations.
15	Availability of option of manual numbering for certain documents and support preventing manual posting for accounts that are created and used in sub modules like AP, AR etc.
16	System should have option of setting numbering sequence based on branch office for the same document type. Numbering sequence for all documents as defined by user e.g., per fiscal year
17	Flexibility to control posting to specific ledger accounts with specific documents /document types
18	Flexibility to date formats, number formats per user.
19	System should be able to have input controls for various fields in a transaction based on the nature of transactions Critical fields for certain transactions should be mandatory for posting
20	System should be able to allow configuration of certain critical fields as mandatory fields at transaction entry stage and master definition stages
21	Record and tracking of audit objections and corrective actions taken
22	Reconciliation of all units in the field and head office
23	Support definition of Organization structure as legal entity, its divisional offices, Regional, circles etc.
24	Support definition of country, regions, sub-regions to meet legal requirements such as GST, state taxes and local corporation taxes & duties. Provide purchase register as per GST, GST Report monthly & yearly
25	The system shall provide security mechanisms to ensure confidentiality of documents in electronic format.
26	The scanned copies of submitted bills and other documents shall be kept with high standards of security for record-keeping and audit.
27	Receipt of electronic submissions, including the date and time of submission, shall be acknowledged immediately, and shall also be sent electronically
28	The system shall enable creation of detailed reports based on the various parameters as per the requirement. These reports shall be available at the click of a button.
29	The system shall enable exporting these reports in different formats like Doc, .xls, .pdf etc. or as desired by the user
30	The system shall have provision for alerts to be automatically raised, as defined by the process requirement and sent to the concerned recipients by email/SMS. These alerts can be of confirmation, status update or escalation.
31	The system shall enable definition of workflow for the process and easy configuration of user interface by the administrator
32	The system shall allow raising of invoice and options to upload scanned documents.
33	The system will provide templates for raising the invoice to the for different types of work:
	i. Mobilization advance
	ii. Provisional Payment
	iii. Payment against Measurement Book
	iv. Final payment

	v. Payment against Price variation etc.
34	All the invoices will be raised by the Consultant. All the invoices will be raised through the system.
35	The system shall aid in generating the invoices by fetching the rates from the contract and the quantity from the measurement book.
36	The system shall confirm whether the bill is approved by the competent authority.
37	System shall allow authorized users to access invoices, approved rates, quantities, required certificates, RFI etc. to check/validate invoice manually.
38	System shall have option for mobilization advance payments, recovery, with holding of payment etc.
39	Project Manager shall be provided option to issue certificates related to work completion etc.
40	System should have provision to manage Bills/ vouchers, available with Finance Department for record keeping. All these documents should be available in form of invoices in system.
41	Once approved by the competent authority, the system shall make necessary entries in the books of accounts
42	Once accounting entries are made, the system shall allow the payment process. System should provide provision to Banking Official of Finance for selecting mode of payment with suggestion for selection of these modes based on account details available in Invoice. Integrate with banks to make payment to vendors directly through system. Following modes should be available for payment.
	i. Payment Advice
	ii. NEFT
	iii. RTGS
	iv. Cheque
43	System should be able to auto generate the payment instruction file; Competent Authority should be able to review the auto generated file and should be able to edit the file if required.
44	System should provide provision to make payments through cheques also.
45	Cheques should be printed through System and System should provide provision for digital signature by the Competent Authority. There should also be a provision to assign a system generated number on the cheque.
46	System should generate a list of payment based on Printed cheques, which should be reviewed and reconciled with the bank statement received online/ in soft copy and automatically print the cheques when using either automatic payment run, or manual payment run
47	Functionality to make advance payment against a contract and PO with matching
48	Functionality to enter and track various type of advance / deposit / loan payment and receipt from supplier and employee with or without reference to Purchase Order.
49	Support adjusting of advances to different invoices.
50	Automatically send payment confirmations to suppliers via Email & SMS with UTR number.
51	Supporting printing of payment stub containing the details of supplier invoices (invoice no. date, amount) along with the actual cheque print
52	Support accommodating different cheque formats for printing cheques from different bank accounts

53	Support accommodating & printing different online payment forms as per banks requirement to submit online payments.
54	Support sending notification before security deposit, bank guarantee, earnest money deposit expires may be by way of notification, mail or alert
55	Functionality to add more than one supplier bank account details for single supplier & option to select specific bank at the time of invoice or payment.
56	System based process of employee advance payment & reimbursement expense. Employee should be able to generate different type of advance payment & reimbursement expense request. Request should be internally approved by respective HOD before submitting to accounts department for payment. Functionality of Adjustment of advance with employee reimbursement expense and tracking of the same.
57	Support payments to employees for expenses by cheque, bank transfer.
58	Functionality to attach scan document for advance payment & employee reimbursement expenses request approval raised by employee.
59	Support for accounting excess or shortage by debiting or crediting expenses for employee's reimbursement expenses
60	Support recording of spoiled cheques and issuing of new cheques for the spoiled cheques
61	Functionality for HR Department to send different type of payment order (leave encashment, loan, advances) to accounts department through ERP
62	Provide tracker for the cheques i.e., used, unused, printed, spoiled etc.
63	System should provide provision to make payments to all government organizations, statutory authorities for, GST, Labour cess etc
64	After payments, mode of payment/reference numbers are captured along with the paid bills/vouchers for record keeping and system also gets updated with these details/reference numbers.
65	System shall provide overriding authority to select authorized official to overrule FIFO method, but mandatorily ask for the reason for the same
66	System shall also support exception scenario such as cheque revalidation, cancellation, duplicate cheque printing, etc.
67	System shall send reconciliation statements to concerned officials as defined by rules.
68	System shall facilitate the user in matching of the cheque issued/ ECS or NEFT Transaction Id against the cheque realized/ ECS or NEFT executed based on the information received from the bank. Provision shall be made to receive statement from the bank in the soft format through the portal and do auto reconciliation.
69	The system should be able to categories project based on the funding agency and should provide the statements needed by these agencies to support the demand of funds.
70	System should be able to generate project wise Report for
	i. Expenditure during the year till date of demand including management fees and common expenses (pro rata booking of common expenditure)

	ii.　Revised/ Latest estimated cost of project (including expected Price variation)
	iii.　Status of physical progress of the project
	iv.　Revised completion target
	v.　Management fees as per agreement
71	System should be able to calculate balance funds available for project expenditure.
72	Consultant should be able to furnish Details of Insurance and Bank Guarantee (BG) in a pre- defined format through the System and original documents should be submitted to finance department of boards.
73	System should be able to check whether Insurance and BG are as per contract terms and conditions e.g. amount, date of validity, Project name, number & location, date of submission of documents, Vendor Code & Customer code, Vendor & Customer Name, Purchase order/Work Order, etc. The system shall auto assign the Bank Guarantee to respective project.
74	System should provide provision to Project Manager/Project director for verification and approval of details of Bank Guarantee (BG) and Insurance documents.
75	System should provide the checklist for verification for the same.
76	System should provide provision to the Consultant to make covering letter for BG with the help of templates available in the System.
77	After pre-screening, in case of BG, System should be able to record the confirmation about genuineness of BG with relevant details. System should provide provision to finance official for file confirmation letter received from bank in case of BG and upload scanned copy of letter on system.
78	System should provide intimation (email) to Finance Official and concerned project manager before 2 months of expiration of BG or Insurance. Also, in case of BG intimation goes to Bank as well.
79	System should provide provision for approval of extension Request of BG and Alert on expiry of Bank Guarantee issue or received.
80	The System should provide for the following Global settings to be defined for Finance and Accounts
81	Accounting Structure:
	The system should be able to capture common expenditure pertaining to projects like:
	i.　Distribution of common expenses between/among projects and then sub-heads.
	ii.　Distribution of management fee being changes on the projects as per the specified percentages on those specific projects.
	iii.　Calculation of depreciation on assets on any specific date may be provided by the system. Automatically generate & post entries of depreciations if required by the company.
	iv.　The assets should be linked with the user
	v.　All dues/outstanding of any customer/Consultant/Consultant and employee should be available on a single window as status at any point of time.
82	Ability to define Legal entity, HQ, Regional boards, other units etc. with automatic General Ledger level consolidation

83	Ability to support flexible Chart of Accounts design for capturing information to meet various reporting and analysis requirements of KRIDE without duplication of data.
84	Ability to view & maintain the chart of accounts online with the provision to prevent deletion of any data.
85	Ability to define rules that ensures validity of various combinations of chart of accounts.
86	Set up security by various user groups to restrict access for those account ranges that belong to a different departments/group
87	Account level security by user should be available. e.g.: The system should restrict user entering or reviewing balances for certain account or range of account
88	System should be able to restrict the ability to perform changes to posted documents to authorized users only. System should not allow to change already posted document except fields like text & narrations without reversing the document. Audit trail should be generated for list changes made.
89	Ability to restrict an account posting to a specific cost centre or project etc.
90	Ability to create account only for budgeting purposes and for limited periods.
91	Centralized account maintenance capability. This will ensure that any addition or change in the account code in the master chart of account will be available automatically in all the ledgers/books.
92	Ability to group the accounts by different types (user defined) e.g., assets, liabilities, etc.
93	Ability to define more than one Chart of Accounts, if required by KRIDE
94	Ability to support multiple GAAP representations to meet statutory and regulatory requirements.
95	Ability to assign an activity status to accounts (e.g., active, inactive)
96	Ability to retrieve an account master record via account alias
97	The System should be able to handle creation, edit and deletion of Voucher entries for Ledger Accounting. The following Accounting Vouchers would get automatically maintained:
	i. Journal Voucher (requires Plan head, Source of fund, Name of project, Head of expenditure, Ledger heads) (Plan Head, source of fund, Name of Project combined makes a cost centre)
	ii. Payment Voucher
	iii. Receipt Voucher
98	The System should be able to generate Expenditure statements of regional boards along with the comparison with budget.
99	The System should be able to convert Bank Statement extracts to relevant Ledger entries within its database
100	The System should be able to handle reconciliation of Debit & Credit entries and be able to prevent entries for which debits do not equal credits.
101	The System should be able to generate the Bank Reconciliation Report and capable to automatically reconcile the bank transactions with the bank statements received from the bank in the prescribed format
102	Support AR receipt creation for direct receipts while doing bank reconciliation
103	Support AP payment creation for direct charges while doing bank reconciliation

104	Support the matching of bank statements with the user defined criteria such as cheque number for payments, date and/or amount for receipts
105	Support to allow manual reconciliation where automatic reconciliation is not feasible.
106	Provide a list of unreconciled bank transactions
107	Support carry forwarding the unreconciled transactions to the next date or period
108	Report in cheque issue but not cleared more than 3 months
109	System should be able to provide approved invoice/bills with uploaded supported documents by different departments of KRIDE.
110	System should be able to capture expenditure details of boards with supported documents/vouchers on weekly basis.
111	Based on expenditure details received from boards and approved invoice/bills, System should be able to maintain following Accounting Vouchers (voucher entries performed) for Accounting:
112	i. Journal Voucher (requires Plan head, Source of fund, Name of project, Head of expenditure, Ledger heads) (Plan Head, source of fund, Name of Project combined makes a cost centre)
113	ii. Payment Voucher
114	iii. Receipt Voucher
115	System should allow a validation of certain procedures to be completed before period closure. (e.g., depreciation run, tallying of inter-company accounts, tallying of GL accounts with sub-ledgers)
116	System should be able to calculate correct deduction of statutory dues.
117	System should be able to take care of proper head of allocation according to chart of accounts is written on it.
118	System should be able to provide voucher details with supported bills/challan/office order for payment.
119	System should provide Vouchers related to payment in following voucher types:
120	i. Cheque Pay Voucher (For electronic cheque printing)
121	ii. Payment - Head Office (HO) (For manual cheques)
122	iii. Payment RTGS (For funds transfer, where account of beneficiary is in any bank other than transferor bank)
123	iv. Payment Advice (Funds transfer to accounts of beneficiary, where account is maintained in same bank)
124	The system shall allow execution of the payment process for online transfer of money (RTGS, NEFT). An electronic payment advice would be generated by the System which will be sent to the Bank
125	System should be able to check that every entry should pass in such a way that every credit and debit to a party/employee can be traced with the entry.
126	The system should provide the facility prints would be taken from the System of the electronic vouchers along with their supporting vouchers and would be kept in the space provided by KRIDE
127	In System, The Chart of Accounts should also accompany by a scheme of cost centres that helps to identify expenses on a project and branch.

128	After making posting entries on respective Ledger heads, System should send vouchers online to concerned official for payment. System should be able to make payments related to PIUs/branches directly, after payments entries are passed in System.
129	The System should be able to extract Ledger Account entries for Trial Balance
130	The system shall alert the concern F & A official on predefined time to perform trial balance.
131	The system shall send alert to all concern approval authorities for finalization of accounts
132	The system shall prepare financial statement of 3, 6 and 9 months.
133	The System should be able to initiate Audit of Accounts and capture results of the Audit
134	The System should allow revision of Ledger Accounts data for Financial Statements preparation
135	The System should be able to trigger approval workflows for Finalization of Accounts
136	The system will generate summarized Financial statements
137	System should be able to maintain an Accounts Receivable master record with the following details:
	i. Customer Code
	ii. Customer Name
	iii. Customer Address
	iv. Customer phone no.
	v. Customer e-mail id
	vi. Customer Credit
	vii. Customer payment terms
	viii. Customer Bank Account details
	ix. Prior Payment History
	x. Description
	xi. Invoice Number and Date
138	Should be able to generate Invoices for a customer/service based on automatic capture of data
139	Should generate receipt for cash / check payments
140	Should generate reports on Ageing analysis for payments due and Generate creditor ageing report for pending payments based on payment terms and user defined ageing buckets
141	Should be able to separate the creation and approval of customer invoices and modifications
142	Should be able to account for cash receipts
143	Should display the account balances for customer
144	Should be able to reverse Invoices
145	Should be able to generate a list of inactive customers and then delete it after necessary approval
146	Should be able to print/reprint invoices
147	Should be able to do accounting of Invoice & realizations in foreign currency

148	Should be able to calculate interest on overdue balances as it may be specified by the user, Provide for incorporating the loan terms and conditions including schedule of repayment , Provision for interest calculation for term loans, Provision for accrual entries for term loans, Provision for payment schedules for term loans, Provision for alert on monthly repayment schedule, Provide notification for expiry of term for all term loans
149	Should have the provision of trail balance, aging reports and accounts receivables action reports
150	Should be able to allocate cash receipts to invoices including the ability to hold unallocated reports
151	Should be able to analyses customer payment performance
152	Should maintain a Payables register with the following entirely:
	i. Invoice Number ii. Date of receipt iii. Amount
	iv. Date sent for approval
	v. Person sent for approval
	vi. Approval receipt date (later)
	vii. Transmittal number (later)
153	Should be able to perform centralized receipt and payment of invoices
154	Should provide:
	i. invoice register facilities
	ii. certification of invoice values
155	Should update General Ledger: - i. at the time of bill passing
	ii. at the time of approval of GRN
	iii. Service receipts in case of service type payment
156	Should enforce additional check for verification for period specified invoices
157	Should alert at the time of invoice receipt and entry as to whether the invoice is duplicate
158	Should be able to reference GRN under which the items were received
159	In case of a service contract, should be able to provide a unique reference
160	Should check for duplicate Consultant invoice numbers
161	Should be able to copy details automatically from the purchase order to the invoice
162	Functionality of three-way match control at the time of invoicing i.e., Matching of invoice with PO price, GRN quantity, inspection quantity and accepted quantity.
163	Functionality to set tolerance limit for excess or short quantity at the time GRN/invoice based on PO
164	Support to book various type of Service invoices -Project Bill -Civil Contractor -AMC & Miscellaneous
165	Functionality to enter supplier invoices without PO.
166	Support to auto calculate and deduct liquidity charges from the supplier invoice, this liquidity charges are calculated based for delay in delivery of good beyond the agreed dates.
167	Functionality to book partial Invoice (invoice qty lesser then PO or GRN qty) against PO and GRN
168	Functionality of maker and checker concept. Document entered by junior user should be verified and post by senior user after verification.

169	Functionality for system-based process for medical bills payment. medical department should review employee medical claim and send a payment request to finance department for payment to employee using ERP system.
170	Should be able to edit copied details from the purchase order
171	Should be able to customize cheque printing format
172	Should be able to process credit notes
173	Should be able to process invoices with both debit and credit lines
174	Should be able to process more than one accounting period typically previous and future periods
175	Should be able to handle accruals with automatic reversal in the next period
176	Should be able to match invoices to goods and services received which have generated, on receipt, an accrued liability
177	Should be able to search by:
	i. supplier name
	ii. supplier short name iii. post code
	iv. invoice number
	v. invoice reference
	vi. purchase order number vii. cheque number
	viii. transaction date
	ix. transaction value
	x. other please specify
178	Should be able to process unmatched GRN at the end of any date/month
179	Should be able to check with payment-terms of PO to get schedule of payment on respective date.
180	Should be able to provide screen vision of receipts of imported materials/Equipment/ Eng.-spares before passing bills of clearing-agents.
181	Should generate liability statement for transporters invoices as against materials already received by KRIDE
182	Ability to allow definition of GL accounts and sub-ledgers/ control accounts such as customer/ vendor accounts in a way that individual transactions can be tracked based on its 'open' status.
183	Should be able to maintain open items in both local and foreign currency
184	Should be able to maintain standard currency exchange rates for each foreign currency
185	Should be able to handle multiple standard exchange rates for a given currency based upon effective dates
186	All postings and account balances should be maintained in both local currency and user- defined foreign currencies
187	Should be able to calculate foreign exchange gains/losses
188	Should generate numbers to Vouchers automatically
189	Should be able to process manual cheques
190	Should be able to display manual cheques appear on the cheque register

191	Should be able to do automatic processing of recurring payment transactions
192	Should maintain project codes, contract codes, and job codes or assigned cost centres.
193	Should be able to maintain task codes or activity codes assigned within projects.
194	System shall allow user to define various budget heads and allow grouping of budget heads. Capital Budget and Revenue budget heads should be provided.
195	Should be able to create and maintain accounts and account information on-line
196	Should be able to delete inactive accounts in-line if date of last activity is in the prior year and the account balance is zero
197	Should be able to create memo accounts for collecting non-financial statistical information
198	Should be able to make multiple accounting periods to be open at one time
199	Should be able to post pre-payments like depreciation, internal charges for manpower, fixed assets depreciation, etc.
200	Should be able to post adjustments to prior year
201	Should be able to segregate expense accounts by Cost/Profit centre, department, Corridor and Contract & Consultant
202	Should be able to set starting and ending period/year for recurring entries
203	Should be able to close a batch of journal entry transactions that is not balanced
204	Should be able to create automatic recurring journal entries
205	Should be able to carry out reversal of journal entries
206	Should be able to post journal entries in batch
207	Should be able to sort information from a header record in each transaction
208	Should be able to repeat details from the previous journal (e.g., date, description)
209	while at the same time preventing duplication of journal entry
210	Should be able to debit or credit a control account by the same journal Voucher
211	Should be able to enter description for each detail line of a journal
212	Should not be able to post balances without an associated transaction
213	Should be able to create multiple batches of journal entry at one time
214	Should be able to automatically accept and post journal entries from Account
215	Payable, Accounts Receivable, etc.
216	Should have unique number for each journal entry
217	Should prevent duplicate posting to the same account
218	Should be able to check before a period close that all the vouchers have been authorized and posted and Should give a warning if some unauthorized /un-posted voucher remains in the system
219	Should ensure at year-end close that all entries are in balance and that all periods have been closed
220	Should be able to automatically post accrual/reversal entries after closing Should automatically roll-up detail accounts to summary accounts
221	Should be able to calculate and maintain current, prior, and previous year comparative information
222	Should be able to generate Bank Payment vouchers based on these settlement expenses

223	Should be able to generate Cash Payment vouchers based on these settlement expenses
224	Should be able to maintain Bank required formats for Employee payment advice
225	Should be able to generate unlimited number of financial reports such as trial balance, profit & loss account, balance sheet (including schedules thereto), income statement, supporting schedule, cash flow, value information required in the notes to accounts as per Ind AS for each location (e.g., branch, segments,) as well as the company as a whole, inventory (balance stock, aging, project stock) and other specific account analysis
226	Should be able to perform statistical calculations such as percent to total, or other statistical analysis of accounts
227	Should be able to specify the contents of each column with no restriction i.e., current month, current budget, year to date, budget to date, last year to date
228	Should be able to capture petty cash transactions in different locations on areal time basis, Support specifying limits for maximum payments in a single petty cash voucher and prepare petty cash register
229	Should be able to add and maintain the cheque book No. issued by the bank
230	Should have provision for classification of expenses, grouping at various levels, grouping at various criteria
231	Should provide for capturing expenses based on activities
232	Should provide comparisons across periods and automatically analyse variances
233	Should take depreciation entries from the fixed assets module and allocate depreciation to multiple levels up to the cost centre/unit defined
234	Should allow for multiple cycles of allocating overheads, iterative allocation and multiple basis for allocation
235	Should be possible to generate reports which segregate between direct and allocated expenses
236	The system should provide for budgeting at a level which may be the profit-centre (at the lowest level) or any consolidation level of profit centres
237	In addition to the profit-centre budgets, the system should provide for the overhead expense, Capital expense, Depreciation budgets and grants and finance charges
238	The system should provide budgeting based on previous period budgets/ actuals and historic trends and should have the following:
i	Functionality to prepare budget for source of fund and application of fund ledger of financial statement
ii	Budget auto Check with actual at department level & Item level
iii	Provide the functionality of budget changes or updates with approvals (multi-level approval)
iv	Project budget functionality
v	Support to send notifications on reaching certain percentage of monthly budget or quarterly budget or yearly budget
vi	Support commitment and expenditure budgets for other expense
vii	Provide for closing for balance budget

viii	Have budget checking functionality for capital expenditure including asset item invoice, capital expense related service contract invoices and direct invoices in AP
ix	Support providing the flexibility of overriding transactions which are exceeding budget amounts
x	Support entering budgets manually by authorized users.
xi	Support allowing budget revisions and tracking of the same.
xii	Provide reports on the budget utilization such as budget, actual, committed, available, projections, revised etc.
239	The system should maintain the following asset information
240	Asset number, extension number, Asset Description, service date, Asset location, Asset category, Asset classifications (user defined), Procurement (Consultant, PO, invoice, project) information, Depreciation method, Insurance Warranty details, Asset disposition date and value, Tax basis by disposal value, Flag assets as depreciable and non-depreciable and Financial Information viz. Original Cost, YTD Depreciation, Cumulative Depreciation
241	Functionality to enter main asset and components capturing with components (sub assets) having different life
242	Functionality for recording of asset transfers such as inventory to FA and FA to inventory transfers
243	Functionality to add freight and other expenses, capitalization for fixed assets and charging to Assets.
244	Provide for subsequent expense capitalization after asset has been created
245	Functionality for transfer of asset to inventory for disposal. This would transfer from fixed assets to inventory
246	Provide for asset disposal and perform the asset retirement with sale proceeds, cost of removals and profit and loss entries
247	Functionality to stop asset depreciation when asset is decided to be sold and transferred to inventory
248	Functionality to calculate revaluation of assets
249	Functionality to maintain WIP assets in system including cost maintenance, transfers from inventory.
250	Functionality to accumulate the cost as work in progress (WIP) assets
251	Functionality to not to calculate the depreciation on WIP assets until the assets are capitalized
252	Functionality to capitalize WIP assets when asset is ready for put to use
253	Multiple work order for Project work (CWIP Assets)
254	Bifurcation of project work nature wise (revenue or capital in nature)
255	Identification of Project. Whether it is for City Gas distribution project (pipeline laying), Common Carrier, Dedicated line or CNG, Common Project.
256	Functionality to post first material received for project in inventory module. Material should be further issue to project code as project expenses and CWIP. Functionality to auto capitalization directly at the time of GRN. Functionality to tag assets for project at the time of GRN.
257	The system should provide projects current year's depreciation by cost centre as well as adding a future year's capital budget; then projects the future year's depreciation by cost centre
258	Captures asset data such as A/P reference, date of purchase, and cost

259	Records the tax cost at the time of the acquisition by using a percentage of the asset cost
260	Expense account for G/L depreciation
261	Tracks asset transfers between different locations
262	Tracks both the book and tax depreciation balance at the date of its transfer
263	Provides depreciation (tangible & intangible asset) calculation for monthly/annually (Companies act 2013 & Income Tax) results for current and future year /period
264	Assets may be tracked by parent/child relationships
265	Assets can be tracked by asset number, description, type, tag number, CITY, SPECIFIC location IN THE OFFICE, PO, invoice number, or lease. Also, tracking of some assets by employee.
266	Creates unique asset tag numbers by using tag controls
267	Automatic update of the G/L accounts at end of period (on monthly basis)
268	Supports project WIP (work in Progress) (Capitalization) transactions
269	Ability to process physical count transaction
270	Workflow capabilities exist for approval routing
271	Ability to renumber a fixed asset, without losing its historical transactions and information
272	Depreciation based on different depreciation methods (Straight Line Method is a requirement) and Charge the depreciation to cost centres based on the asset movement details
273	Automatic update of the G/L accounts
274	Review depreciation expenses
275	Ability to calculate depreciation with retroactive beginning date and for future periods
276	Ability to restart depreciation of a retired fixed asset after extending its life due to additions or maintenance
277	Designates adjustments as amortizations or expenses to cost, depreciation method, production capacity, or salvage value
278	Maintains up-to-date data on depreciation for a group of assets
279	Multiple asset retirement options based on period, cost, with trade-ins, etc.
280	Allow Retirement functionality such as
i	Fully retired
ii	Partially retired
iii	Retire by cost
iv	suspend depreciation for period or multiple periods
281	Allow Flexible asset depreciation calendars
282	Depreciation may be calculated year-to-date or period-by-period
283	User defined depreciation rates OR can be rules-based.
284	User-defined prorate conventions and retirement conventions
285	Standard and user-defined depreciation calculations
286	Straight-line, declining balance, sum of year's digits, units of production, and flat rate depreciation methods etc.

287	Allow to conduct asset transactions and reconciliations among multiple companies and/or divisions
288	Flexible parameters for depreciation books
289	Any number of assets can be listed in depreciation books
290	Any number of fiscal periods or calendars can be listed in depreciation books
291	Reports transfers between company and divisions in individual reports and consolidated reports
292	Enters and tracks expensed items for property control
293	Automatic end-of-period updates to G/L
294	Year wise receipt & utilization of funds (Consolidated)
295	Estimates for funds & expenditures as on date / year
296	Summary of expenditure on Projects
297	Head wise breakup of actual expenditure incurred on projects during the year
298	Month wise / Year wise expenditure status with percentage
299	Project Expenditure summary
300	Statement of year wise approved outlay
301	Statement of bonus paid for yearly completion of projects
302	Break up of Project Expenditure
303	Ability to produce the following financial reports in multiple level and for a user-defined period (for the month, year to date), but should not be limited to:
	o schedules or more as per annexure to balance sheet
	o Profit and loss account
	o Analysis of Profit and Loss account
	o Analysis of operating expenses
	o Balance sheet
	o Analysis of Balance Sheet
	o Trial Balance
	o Cash flow statement
	o Notes to the financial accounts (account breakdowns)
	o Composite ledger
	o Activity ledger
	o Maintenance ledger
	o Expenditure type ledger
	o Nature of expenditure
	o Subsidiary ledgers such as contracts, employees, parties, fixed deposit
	o Support providing asset details for asset register like description, asset category, location of the asset, employee holding the asset, insurance details on the asset, date on which the asset is capitalized, acquisition amount, acquisition year, depreciation for the year, accumulated depreciation, scrap value, put to use date, use full life of assets, expiry date of assets & etc.
	o Physical Assets inventory report

	o Generate detailed CWIP report for the items which are issued for capitalization from inventory
304	Should be able to generate exceptional report (e.g.) Debits having credit balance, negative ledgers, negative stock, overdue receivables, overdue payables)
305	Support capturing the details of the fixed deposits (FD) such as bank FD number, FD Principal amount, maturing amount, interest/month, expiry/maturity date
306	Support generation of interest accrual entries at the period end for terms deposits or FDs
307	Provide intimation on expiry of term deposit by way of notification, mail or alert
308	Interest calculation on bank FD and post accrual entries on quarter ends based on calculated interest by ERP
309	Reconciliation report of interest credited by bank on FD vs interest calculated by ERP.
310	Reconciliation of all types: Taxes: Direct (TDS) & Indirect (GST), etc. along with generation of reconciliation reports as and when required. Advance Income Tax payable calculation at quarter end and TDS report (salary & non-salary)
311	Support calculating and book GST, VAT & TDS from supplier invoices
312	Functionality to deduct TDS on GST from supplier invoices
313	Functionality to change the incidence of TDS deduction from invoice booking to making advance payment or vice versa. Functionality to track the advance given against invoices and adjustment of the same against invoice.
314	Functionality to deduct TDS either at the time of invoice booking and/or at the time of making advance payment
315	System should be able to automatically generate TDS challans
316	System should be able to generate E-TDS returns
317	System should be able to automatically generate TDS certificates at predefined intervals
318	Provide for audit trail for changes in system for example changes in supplier invoices, supplier payments, customer invoices, customer receipts etc.
319	Functionality to calculate moving average price & standard price of material as per Indian accounting IND-AS
320	Provide different basis for cost allocations such as based on area, value, quantity etc.
321	Support generating debit note with or without reference to Purchase order The scanned copies of submitted bills and other documents shall be kept with high standards of security for record-keeping and audit.
322	Support posting, tracking and ageing of Security deposit, Bank Guarantee and Earnest money deposit from supplier.
323	Provide vendor balance confirmation as per required formats

5. Quality Management

S. No	Functional Requirement Specifications
1	Facility to include Quality Specifications on Purchase Orders (to be picked from item master)

2	Ability to include Vendor Number, Quality Test Results and other user defined details with Goods Receipt Note
3	Ability to configure items - requiring quality check / quality check not required
4	Ability to specify whether items in the indent are proprietary or not and accordingly link proprietary certificate for proprietary items (same is true for Quality inspection specific items and relevant quality certificate)

SECTION VI:
CONTRACT FOR CONSULTANT'S SERVICES

between

_____

General Manager (Finance),
K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited),

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

Rajajinagar 1ˢᵗ Block, Bengaluru-560010

Tel +91-9535688982
E-mail: gmfinance@kride.in

and

[Name of Consultants]
_____

Dated:

CONTENTS

I. FORM OF CONTRACT

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

_____, 202_ between, on the one hand, (hereinafter called the "Client") and, on the other hand, (hereinafter called the "Consultant").

 [*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

"……(hereinafter called the "Client") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

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

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

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 "SC");

(c)   The following Appendices:

| Appendix A - Description of the 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 - Breakdown of Contract price in Indian Rupees |

Appendix F - Form of Bank Guarantee for Advance Payments
Appendix G - - Format for Performance Security
Appendix H - Form of Contract Performance security (Bank Guarantee)
Appendix I – Format of Contract Agreement
Appendix J – Format of Additional Performance Security
Appendix K – Work Experience Certificate
Appendix L – Letter of Acceptance

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

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

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

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

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

FOR AND ON BEHALF OF [K-RIDE]

By

(General Manager - Finance)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(Authorized Representative)

II. <u>GENERAL CONDITIONS OF CONTRACT</u>

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.   "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;

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

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

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

f.   "Government" means the Government of Karnataka;

g.   "Local currency" means Indian Rupees;

h.   "Members" means all the entities; 'Member in Charge' means the entity specified in the SCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

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

j.   "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)

k.   "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

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

m.   "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.

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

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 **SCC**.

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

1.6   **Authorized Representatives**

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

1.7 Taxes and Duties

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

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 **SCC**.

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 **SCC**

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 **SCC**.

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2   **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3   **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4   **Payments**

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

2.6   **Suspension:**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to   perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7   Termination

2.7.1   **By the Client**

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

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

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

c)   if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

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

For the purpose of this clause:

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

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

e)   if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2   **By the Consultants**

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

(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 (60) 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; and

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

2.7.4   **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents

prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

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:

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

(b)   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.

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 Consultants and any affiliates, as well as any Sub-consultants and any of its affiliates, shall be disqualified from providing goods, works or services (Other than the services and any continuation thereof) for any project resulting from or closely related to the services.

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 SCC.

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

SCC; 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   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 SCC.

3.6   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.

3.7   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 **SCC**.

3.8   Equipment and Materials Furnished by the Client

Equipment, and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment, and materials and shall dispose of such equipment, and

materials in accordance with the Client's instructions. While in possession of such equipment, and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4.   Consultants' Personnel and Sub-Consultants

4.1   Description of Personnel

The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and sub-consultants listed by title as well as by name in Appendix C are hereby approved by the client.

4.2   Removal and/or Replacement of Personnel

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

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

c)   The Consultants shall have no claim for additional costs arising out of or incidental to any removal and / or replacement of personnel.

5.   Obligations of the Client

5.1   Assistance and Exemptions

Unless otherwise specified in the SCC, 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 **SCC**.

5.2   Services, Facilities

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

6.   Payment to the Consultants:

6.1   Lump Sum Remuneration

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2   Contract Price

The Contract price is set forth in the SCC.

6.3   Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4   Terms and Conditions of Payment

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.5   Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Consultants for each day of delay at the rate stated in the SCC.

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.

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 **SCC**.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional Para: 1.1	o) "Agent" means a person employed to do any act for another, or to represent another in dealings with third person.
	p) Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
	q) "Client" means [the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
	r) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
	s) "Recipient" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
	t) Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Client. It excludes the Client's official public holidays.
	o) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, assigned by the Consultant to perform the Services or any part thereof under the Contract
	p) "Foreign Currency" means any currency other than the currency of the Client's country.
	q) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal

	r) "In writing" means communicated in written form (e.g., by mail, e-mail, fax, including, if specified in the Data sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt; except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular. s) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually. t) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant. u) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants. v) Terms of Reference (TORs)" (this Section V of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
1.1 h	The Member in charge is: **For the Client:** General Manager (Finance), K-RIDE or any other person authorized by him on his behalf **For the Consultant:** _____
1.4.1	**The addresses are:** **Client:**

	Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), Samparka Soudha, 1st Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bengaluru -560 010 Email: gmfinance@kride.in **Consultant:** –––––––––––––––––– Attention : –––––––––––––––––– Facsimile : –––––––––––––––––– E-mail : –––––––––––––––––––
1.4.2	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes/e-mail, 24 hours following confirmed transmission; (c) in the case of telegrams, 24 hours following confirmed transmission; and (d) in the case of facsimiles, 24 hours following confirmed transmission.]
1.5	The Services shall be performed in Bengaluru and at site locations in Bengaluru or at such locations as are specified by Employer and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere,as Employer may approve. Please refer to Appendix E for reimbursement for provision of Services outside Bengaluru area
1.6	**The Authorized Representatives are:** **For the Client:** General Manager (Finance), K-RIDE or any other person authorized by him on his behalf **For the Consultant:** –––––––––––––––––––
Add 1.7.1	The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

Add 1.7.2	However, the Consultancy GST tax payable for this Consultancy Services shall be paid/reimbursed by the Client separately.
	The GST payable for this consultancy services shall be reimbursed by the client. The applicable GST will be paid to the consultant along with the payment of bills. The Consultant is required to submit the proof of payment of GST along with the invoice of the succeeding payment, without fail. This procedure will be followed upto penultimate bill. In the final bill, the Consultant shall pay the applicable GST and then submit the claim along with the proof of payment for reimbursement.
2.1	The date on which this Contract shall come into effect is:
	K-RIDE will issue the Purchase Order / work Order / LOA along with terms & conditions to the successful Bidder.
	This Contract shall come into force and effect on the date of letter of acceptance (LOA) issued by K-RIDE. On acceptance of the LoA, the Implementation Partner shall take action as per the scope of work specified in Section V.
2.2	**Commencement of Services:** **The number of days shall be 21** (Twenty-One). Within Twenty-one (21) days from the date Consultant receives Letter of acceptance.
2.3	**'Expiration of Contract:** Twelve (12 months) beyond application management Contract (AMC). Optionally, K-RIDE may also extend the application management contract for subsequent period as may be mutually agreed and upon such terms and conditions as may be decided by the Parties.
2.4	**Add to continue:** However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. In cases of substantial modifications or variations, the prior written consent of the K-RIDE is required
Force Majeure	No Party will be responsible for any failure to perform due to causes beyond its reasons control including not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government Agencies.

Additional Para 2.5.1.1 Definition	Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub- consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
Additional para 2.5.4.1 Payments	In case of Force Majeure each party shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such Force Majeure event.

Additional Para 2.5.5 Measure to be taken	**Measure to be taken:**
	
	 i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
	
	 ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible
	
	 iii. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
	
	 iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client/employer, shall either:
	
	      a. Demobilize, in which case the consultant shall be reimbursed for additional cost they reasonably and necessarily incurred, and, if required by the employer, in reactivating the services; or
	
	      b. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this

	contract. And be reimbursed for additional costs, reasonably and necessarily incurred. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses SCC.
Additional Para: 2.7.1.1	K-RIDE may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Implementation Partner, terminate this contract in whole or in part. The Event of Default by the Implementation Partner shall be as set out below: i) Material Breach to meet any of its obligations and which breach the Implementation Partner fails to cure for a period of 30 days (or such longer period as the K-RIDE may authorize in writing) after receipt of the default notice from K-RIDE; ii) The Implementation Partner fails to deliver any or all of the deliverables to the satisfaction of the K-RIDE within the time period(s) specified in the contract, or any extension thereof granted by the K-RIDE. iii) The Implementation Partner has abandoned the Work(s) as set out in the Scope of Work; iv) The Implementation Partner has been declared insolvent; v) A resolution has been passed for voluntary winding up of the Implementation Partner vi) Any petition for winding up of the Implementation Partner has been admitted and liquidator or provisional liquidator has been appointed or the Implementation Partner has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of K-RIDE provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Implementation Partner;

	vii) The Implementation Partner has unlawfully repudiated the Contracts or has otherwise expressed an intention not to be bound by the Contracts. In the Event of Default of the Implementation Partner in relation to the Work, K-RIDE shall, without prejudice to any other right that it may have, be entitled to encash the Performance Security(ies) and terminate Contract at its sole discretion and get the work executed at the risk and cost of Implementation Partner. K-RIDE reserves the right to terminate the Contract by giving 1 (one) month advance notice in writing to the Implementation Partner, without assigning any reason there of
2.7.2	Deleted
Additional Para 2.7.3	**(i)** the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof;
Additional Para 2.7.3.1	**Obligations of the Parties** i) The Implementation Partner shall perform all Services in accordance with the Scope of the Work/Services as stated in the section 'Scope of Work' of section V, including all related Works/services thereof. ii) The Implementation Partner shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement. iii) Neither party will make any promise, representation nor give any warranty or guarantee with respect to services and products, which are not authorized by the other party. iv) Neither party shall have the right or authority to assume or to create any obligation or responsibility to assume or to bind on behalf of or in the name of other party in any manner apart from the rights and obligation arising out of the terms and conditions of the Contract.
Add 2.7.3.2	**Effect of Cessation:** Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:

	i) Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract.
	ii) Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute.
	iii) Each party shall not use each other's name, trademark, brand name, logo, etc. in any visual form after termination of this Contract.
	iv) K-RIDE shall not be prevented from usage of ERP solution which would have been already developed and implemented under the scope of contract.
	v) For the incomplete modules K-RIDE may obtain the services from other agencies at Implementation Partner's risk and cost, upon such terms and in such manner as it deems appropriate and the Implementation Partner shall be liable to the K-RIDE for payment of any excess cost over and above what was agreed to in the contract for such similar services.
	vi) The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract
Additional Para 3.1 General	Deleted (sub-consultant not allowed)
Additional Para 3.1.1 General	Law Applicable to Services: i. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.

	ii. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when iii. as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or iv. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
Add 3.1.2	**Liquidated damages** **A) Supply and Implementation part** The date of delivery of the modules stipulated at the time of System Requirement Specification (SRS) of each module should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of K-RIDE and be accepted by K-RIDE, such deliveries will not deprive K-RIDE of its right to recover liquidated damages as mentioned below. Should the Consultant fail to deliver any module within the period prescribed and agreed for delivery, then K-RIDE, without prejudice to other remedies available to it shall be entitled to recover liquidated damages, a sum equivalent to 0.5% of the value of the delayed delivery for each week of delay or part thereof for a period up to 10 (Ten) weeks, and thereafter at the rate of 1.0% of the value of the delayed delivery for each week of delay or part thereof for another Ten weeks of delay subject to maximum 10 % of the total value of the contract. **B) Warranty, Maintenance and Post-implementation Support part** i. In case of a delay of resolution after 24 hours for category 1 & 2 types of bugs a sum of Rupees 500/- (Rupees Five Hundred Only) per hour or a part thereof shall be deducted till the resolution of the same, from the quarterly warranty maintenance and support charges as applicable.

	ii. In case of a delay after 48 hours for category 3 or 4 bugs a sum of Rupees 250/- (Rupees Two Hundred Fifty Only) per hour or a part thereof shall be deducted from the quarterly warranty maintenance and support charges as applicable. The upper ceiling of the penalty on the on-site comprehensive warranty, maintenance and support services shall be the total amount to be paid to the Implementation Partner for providing on-site warranty maintenance and support services in a year under the contract. In case the total penalty in a year is more than the balance payment to be made to the Implementation Partner during the year, K-RIDE may request the Implementation Partner to deposit the amount with K-RIDE within a stipulated time period or may revoke the performance guarantee either in part or full to realize the outstanding dues for non-performance of the contract
Additional Para 3.2.1.1	The Consultant shall hold the Client's interest is paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with K-RIDE's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client
Additional Para 3.2.4.1	Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts and Sub- consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract
Additional Para 3.3.1	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services

3.4	The risks and the coverages shall be:
	(1) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or their Personnel, for the period of Consultancy;
	(2) Third Party liability insurance, with a minimum coverage for Rs. ………………… for the period of Consultancy;
	(3) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
	(4) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and
	(5) Insurance against loss of or damage to
	(i) equipment purchased in whole or in part with fundsprovided under this Contract,
	(ii) the Consultants' property used in the performance of the Services, and
	(iii) any documents prepared by the Consultants in the performance of the Services.
	[*Note: Fill in the blanks and delete what is not applicable*]
Additional Para 3.4.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: **"Limitation of the Consultant's Liability towards the Client:** (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i)for any indirect or consequential loss or damage; and (ii)for any direct loss or damage that exceeds one (1) time the total value of the Contract;

	(b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (i) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".
3.5 (c)	The other actions are: "Taking any action under the contract for which the written approval of the Client is required"
3.7	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
Additional Para 3.8.1	**Modify Equipment, Vehicles and Materials Furnished by the Client** Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable
Additional Para 3.9.1	**Accounting, Inspection and Auditing** The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SCC); (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.
Additional Para in 4.1	General: The Consultants shall employ and provide such qualified and experienced Personnel as are required to carry out the Services
Additional Para 4.1 (a)	If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth

	in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval. (For clarification kindly refer GCC Clause no. 2.4, 5.2 & 6.1 and SCC clause no. 4.1(a) and 4.1 (b)).
Additional Para 4.1 (b)	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 of this Contract. (For clarification kindly refer GCC Clause no. 2.4, 5.2 & 6.1 and SCC clause no. 4.1(a) and 4.1 (b)).
Additional Para 4.2 (c)	"Key Experts, Non-Key Experts who are found to be in breach of the Consultant's Code of Conduct shall be replaced by the Consultant, or at the Client's written request."
Additional Para 4.2 (d)	Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the. remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced
Additional Para 4.2.1	i) In case substitution is requested by the Consultant/asked by the Employer for the Key Experts evaluated during the Technical Proposal, Consultant shall forthwith provide as a substitution, a person with equivalent or better qualifications and experience subject to the approval of the Employer. For others, the Consultant shall forthwith provide as a substitution, a person fulfilling the minimum requirements of age, qualification and experience in the relevant field of deployment as specified for similar category of Experts subject to approval of the Employer. If suitable substitution of Key Experts is not deployed within the timeline decided in consultation with the Employer, it shall be treated as non-deployment of that Key Expert and deduction shall be made by the Client.

Additional Para 4.2.2	**Removal of Experts** If the Client finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert has engaged in Prohibited Practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement In the event that any of Key Experts, Non-Key Experts or Sub- consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide is placement. Any replacement of the removed Experts shall possess better qualifications and experience and may be acceptable to the Client.
Additional Para 4.2.3	**Replacement/Removal of Experts -Impact on payments** Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.
Additional Para 4.3	**Approval of Personnel** The Key Personnel 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
Additional Para 4.4	**Working Hours, Overtime, Leave, etc.** a) Working hours and holidays for Key Personnel are set forth in Appendix C. b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to

	the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.
Additional Para 4.5	**Project Manager** If required, 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
5.1	*As per Terms of Reference (if mentioned).*
Additional Para 5.1	(d) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract. (e) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (f) Assist the Consultant and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services
Additional Para 5.1.1	**Assistance to the Implementation Partner** K-RIDE shall assist the Implementation Partner in: i) Providing access wherever it is required for providing the Services as per the Scope of Work. Providing required infrastructure and environment, if so, required under the Scope of the work
Additional Para 5.3	**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 the Personnel of either of them

Additional Para 6.1.	In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract. Further, a) Payment will be made as per Schedule of Payment mentioned in Additional Para 6.4.1 of SCC. b) Payments under this Contract shall be in Indian Rupees c) 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 payment/member as provided for in the JV Agreement.
6.2	The Contract Price is "as mentioned in the LOA"
Additional Para 6.4.1	**Mobilization Advance payment:** Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified below. An advance payment shall be made against an advance payment bank guarantee acceptable to the Client for an amount equal to 110% of the advance payment in Indian Rupee. The Advance shall be interest bearing and rate of interest shall be SBI MCLR prevailing on the date of advance for the corresponding period +2%. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and ii) is to be in the form set forth in Appendix F, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal instalments against the statements for the number of months of the Services specified below until said advance payments have been fully setoff. With the exception of the final payment, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder The following provisions shall apply to the advance payment and the advance bank payment guarantee: i. The amount of advance payment is 10% of the remuneration in Indian Rupee (₹). The advance payment securities shall be in the currencies of the advance payment. The advance payment shall be made against a bank guarantee acceptable to the Client for an amount equal to 110% of the advance payment (in Indian Rupee)

The Advance shall be interest bearing and rate of interest shall be SBI MCLR prevailing on the date of advance for the corresponding period +2%.

The mobilization advance shall be paid in two instalments (5% after submission of bank guarantee and applicable insurance/indemnity/liability as per SCC 3.4 and 5% after mobilizing of all key experts with submission of bank guarantee)

ii.   The Bank Guarantee towards security of Mobilization Advance shall be 110% of the advance.

iii.   Deductions of advance payment shall commence in the next invoice following that in which the total of all certified interim payments (excluding the advance payment and deductions) exceeds 15% of the Accepted Contract Amount less Provisional Sums; and deductions shall be made at the **amortization rate** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 85% of the Accepted Contract Amount less Provisional Sums has been certified for payment.

iv.   The Bank Guarantee shall be from a Scheduled/ public- sector bank (PSU) based in India any other Bank from other countries having its operations in India and acceptable to the Client.

v.   The BG shall be issued by the bank on the Structured Financial Messaging System (SFMS) platform and shall send an advice of the Bank Guarantee to the following designated Bank of KRIDE through SFMS as per the following bank details.

Name of the Beneficiary: Rail Infrastructure Development Company (Karnataka) Limited
Account No: 043020102110 Location: M G Road, Bengaluru
Bank and Branch Name: Canara Bank, Prime Corporate Branch Account Type: Current
Account IFSC: CNRB0002636

Schedule of Payments

Sr. No.	Type of Cost	Description of Type of Cost	No. of year	Payment Terms
1.	License cost	Cost for SAP software License (35 number of License), Hana Database, and	One	50% of the total License Cost shall be paid on submission of procurement plan of License and remaining 50% of the

		SAP Enterprise Product Support		total license cost will be paid after delivery and acceptance of licences. Prior approval for the number of licenses to be purchased shall be taken from K-RIDE.
	2.	Manpower Cost	A. Implementation Cost and SAP Support within 1 year of implementation	One	A.i. 5% of the total price of Manpower cost shall be paid on completion of process study and approval of blueprint document. A.ii. 30% of total price of Manpower cost on successful configuration & User acceptance of HR – Human Resources Management including Payroll, FICO – Financial & Accounting Module, PS - Project Systems & MM - Materials Management modules. A.iii. 20% of the total price of Manpower cost shall be paid on Data Migration & successful integration testing of the solution. A.iv. 10% of the total price of Manpower cost shall be paid after rolling out to regional offices/site offices and completion of training at all levels and certified by KRIDE. A.v. 10% of the total price of Manpower cost shall be paid after Go-Live including submission of user-manual,

				system manual and training manual and acceptance. A.vi. Balance 25% of the total price of Manpower cost will be provided after completion of the support. And B.i. Payment for User adoption support will be provided after the completion of user adoption period i.e. after Go-live. B.ii. Equated quarterly instalments of the 2nd year Support cost shall be paid at the end of each quarter on successful service provided by the Implementation partner.
		And B. 2nd year support after Go-live		
3.	Cloud Hosting Cost	Cloud hosting services	Two	Equated quarterly instalment of Cloud Hosting Cost shall be paid at the end of each month till end of the contract period.

2.1 Response to functionalities

The functionalities of modules to be implemented have been attached at Annexure-1 of Section V. The Bidders are requested to attach these functionalities in a compliance sheet by stating whether their product complies with these functionalities or not. In case, the product does not support the functionality, the bidder is requested to mention the customization aspects related with the functionality.

The following table describes how to respond to the questions in respect of ERP modules

Response	Definition
Full Compliance (FC)	The entire stated requirement is supported in the base product. No Customization is required. Provide an explanation-refer to comment field.
Compliance with customization required (CC)	The entire stated requirement is not supported in the base product but can be provided by customization to the base product.
Not Available (N/A)	The entire stated requirement is not currently supported and will not be available before the end of warranty period

2.2　Preparation of Proposal

The bidders are requested to submit a Proposal written in the language(s) specified in the Data Sheet. The bidder is requested to confirm by e-mail to General Manager (Finance), K-RIDE after successfully downloading the Bid document.

i)　　　Site Visit

Bidders should contact the Employer's representative for their visit, if required to obtain additional information and to verify existing setup. Bidders should ensure that K-RIDE representatives are advised of the visit well in time to allow them to make appropriate arrangements for supply of information. All costs related to the visits shall be borne by the interested bidder.

ii)　　　Cost incidental to preparation of Proposal

Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. K-RIDE is not bound to accept any proposal, and reserves the right to annul/reject/ modify the selection process at any time prior to Contract award, without assigning any reason

3.0　　　Roles & Responsibilities

A clear definition of roles and responsibilities of all the partners involved brings transparency, accountability, manageability and efficiency in any project. The following are the roles and responsibilities of K-RIDE and the Implementation Partner.

Responsibilities of K-RIDE

As owner of the Project, the role of K-RIDE in the successful implementation of the project includes discharging the following responsibilities:

1. To ensure that all the participating departments take active part in the implementation of the project

2. To identify key points of contacts who would be able to dedicate quality time with the Implementation Partner.

3. To conduct fortnightly review meetings at regular intervals to monitor the overall progress of the project

4. To ensure speedy centralized issue resolution

5. To ensure timely sign – offs

6. To provide necessary facilities to the vendor during the development and customization and roll out stage

7. To handle the crucial change management.

8. Production facilities – space, inputs for SRS, computing & communication, etc.

9. Approval/Co-ordination committees.

10. Mechanism to resolve the differences - Response times.

11. Provide physical records/data for database and application migration.

12. To provide the infrastructure for the training such as training hall, furniture, computers for the trainees, network connectivity to the ERP server, projector, etc

Responsibilities of Implementation Partner

1. To fulfil all the tasks as outlined in the Scope of Work specified in the Work order.

2. To ensure security of the data with adequate back–up measures.

3. To provide training to the user community to make them conversant with the application software

4. To provide handholding support.

5. To meet the functional requirements specified in this document and cover any other related functionality identified by K-RIDE to complete the assignment.

6. To provide full documentation of the implementation of the software and user manuals and the documentation work shall be carried out at their offices.

7. To undertake maintenance of software during support Period

8. To provide updates, upgrades and new patches

9. To ensure successful integration of the system

10. To prepare user feedback forms for service level parameters in consultation with K-RIDE and Project Consultants

11. To follow the terms and conditions as specified in this Bid document and in any other subsequent related documents

12. To provide Annual Maintenance support once the project has been implemented.

13. Support for additional and existing SAP user provided by implementation partner.

ABBREVIATIONS

BCV	Business Continuance Volume
BOM	Bill of Material
COTS	Commercially Off-the shelf
DBA	Database Administrator
DC	Data Centre

	DR	Data Recovery
	EMD	Earnest Money Deposit i.e., Bid Security
	K-RIDE	Rail Infrastructure Development Company (Karnataka) Limited
	ERP	Enterprise Resource Planning
	GPC	General Purchase Conditions
	GCC	General Contract Conditions
	HR	Human Resource
	INR or Rs.	Indian Rupees
	LOA	Letter of Award
	LOI	Letter of Intent
	LAN	Local Area Network
	MPLS	Multiprotocol Label Switching
	NIT	Notice Inviting Bid
	OEM	Original Equipment Manufacturer
	POC	Proof of Concept.
	PSU	Public Sector Undertaking
	SAN	Storage Area Network
	SLA	Service Level Agreement
	SOA	Service Oriented Architecture
	SRS	System Requirement Specification
	VPN	Virtual Private Network
	WAN	Wide Area Network

	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, Payment can be made to the lead member or individual payment/member as provided for in the JV Agreement.
6.5	Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within 60 days in the case of the final payment.
Additional Para 7.1.1	If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party,

	Clause SCC 7.2 shall apply
Additional Para 7.2	**Claims, Disputes, Conciliation and Arbitration.** If the efforts to resolve all or any of the disputes through amicable settlement fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions: "Any dispute or different or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules".
Additional Clause-1	In case the Consultant does not deploy any Expert asper the approved deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to 10% of the remuneration of the Expert and proportionate fixed component based on the remuneration shall be done for the period of non-deployment.
Additional Clause-2	Whenever the Experts of the Consultant is required to provide Services outside Bengaluru area, Consultant shall take approval of Employer. Employer shall reimburse the travel and lodging charges subject to the limits as defined here in. The consultant shall submit necessary vouchers and bills in proof of the actual travel and lodging charges only subject to the limit defined as per Appendix-E.
Additional Clause-3	Employer reserves the right to re-apportion the deployment period between the same category of personnel or different categories of personnel based on the ratio of remuneration rates.
Additional Clause-4	**Working Hours, Overtime, Leave, etc.** A. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Note below, and the Consultant's remuneration shall be deemed to cover these items. B. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and impact adequatesupervision of the Services. **Note:** The deployment of the Experts shall be counted for the duration of the availability of the personnel at the Location of Services. One man-month equals all working days in a

	month excluding Sundays and National holidays with one (1) working day shall not be less than eight (8) hours. National holidays and holidays shall be those days which are recognized by Employer.
Additional Clause-5	**Communications** i. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC 1.4.1. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC 1.4.1
Additional Clause-6	**Authority of Member in Charge:** If the 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 SCC
Additional Clause-7	**Commissions and fees:** The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.
Additional Clause-8	**Termination of Contract for Failure to become Effective:** If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than Sixty days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect here to.
Additional Clause-9	**Entire Agreement:** This contract contains all covenants stipulations and provision agreed by the Parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation promise or agreement not set forth herein

Additional Clause-10	**Good Faith**: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract
Additional Clause-11	**Performance Security:** 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 shall be 60 days beyond completion of cloud hoisting services. The Consultant shall deliver the Performance Security to the Employer as mentioned in SCC after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by a bank and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form as given in Section 6 (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: An unconditional Bank guarantee payable at Bangalore in the prescribed format. A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favor of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bengaluru FDR in favor of "Rail Infrastructure Development Company (Karnataka) Ltd." (free from any encumbrance). A deposit of cash or online bank transfer to K RIDE account The bank guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under: a Schedule Bank in India, or a Foreign Bank having their operations in India, or a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India, The Scheduled Bank issuing the Bank Guarantee must be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.

The Issuing Bank shall send the SFMS to:

Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) Bank

Name: Canara Bank

Branch: Prime Corporate Branch

Account No. 0430201012110

IFSC Code: CNRB0002636

In case the Consultant is a JV: "The Performance Security shall be submitted by each JV Partner separately on behalf of the JV in favor of K RIDE in proportion of their respective percentage share specified in the JV Agreement. However, submission of Performance Guarantee Security by individual partners on behalf of the JV shall in no way dilute their Joint & Several responsibility. The Employer shall be entitled to recover the amount of Bank Guarantees individually and all the Partners jointly at its discretion."

The Consultant shall ensure that the Performance Security/additional Performance Security is valid and enforceable until the Consultant has executed and completed services and the Contract and remedied defects, if any. If the Consultant 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 Works have been completed and any defects have been remedied.

The Guarantees shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Consultant within 21 days after receiving a copy of the Performance Certificate or passing of the Final Payment Certificate whichever is later. However, on completion of specified section(s) and successful passage of defect liability period for such section(s) along with execution of any leftover works at the time of completion of such section(s), the Consultant shall be entitled for release of 90% of the proportionate Performance Security calculated subject to the condition that Engineer certifies that no recoveries are pending in the contract. In case Engineer points out amount to be recovered then the Consultant shall be entitled for release of 90% of the proportionate Performance Security calculated minus the amount to be recovered.

Without limitation to the provisions of the rest of this Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the 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 Employer:

i) in full not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; Or

ii) at the discretion of the Employer, it may be encashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs

i.e., $P = (A \times B) \div C$

were

P=Proportionate Bank Guarantee Amount.

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

B=Performance Guarantee amount in terms of GCC sub clause 4.2.

C=Total Contract price.

not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to which the terminated part of the work belongs, in case of termination in part/parts.

The balance work should be got done separately, and independently by K RIDE without risk and cost of the original 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 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 Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice

shall automatically debar the JV partner or JV, as the case may be, from participating in any K RIDE tender from the date of issue of notice of default. The relevant performance security submitted by the 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 encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.

• The Performance Security shall be for an amount of 3% (Three percent) (Reference taken from GOI Office Memorandum No. F.9/4/2020-PPD dated 30th Dec.2021) 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 1st 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 (twenty-one) days upto 60 (sixty) days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement.

However, a penal interest of 12% of per annum shall be charged for the delay beyond 21 days, i.e., from 22nd day after the date of issue of LOA. Further if the 60th day happens to be declared holiday in the office of KRIDE, submission of PG can be accepted on the next working day.

In all other cases if the Consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the Contract is liable to be terminates. In case the contract is terminated K-RIDE shall be entitled to forfeit the Bis security and other dues payable against

	to the Contract. In case the tenderer has not submitted by security on the strength of their registration as a startup recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Consultant shall be debarred from participating in re-tender for the work/Services. b) Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. c) The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.
Additional Clause-12	**Security Deposit** 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 favor 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. The Security Deposit shall be valid (Validity) beyond Expiration of Contract as per SCC Clause no.2.3. However, if the consultant desires the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract granted in terms of clause 2.5 of GC. 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. **Note**: 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. (i) **Refund of Security Deposit:** Security Deposit mentioned in clause above shall be returned to the Consultant along with or after, the following:

	(a) Final Payment of the Contract **and**
	(b) Execution of Final Supplementary Agreement or Certification by Client that K-RIDE has No Claim on Consultant **and**
	(c) Maintenance Certificate issued, on expiry of the maintenance period.
	(ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 2.7 of 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 2.7of GC, the Security Deposit shall not be forfeited.
	(iii) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the 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.
Additional Clause-13	**Priority of Documents**:
	The documents forming the contract are to be taken as mutually explanatory of one another. The priority of documents shall be as stated in the special conditions of Contract. If there is an ambiguity or discrepancy in the documents, the Client shall issue any necessary clarification or instruction to the consultants
	The documents forming the part of the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the employer shall issue necessary clarification or instruction to the consultant which shall be binding on the consultant; and priority of the documents shall be as follows:
	i) The Contract Agreement
	ii) The Letter of acceptance
	iii) Amendments to the Bid documents issued by the employer if any
	iv) Responses to the pre bid queries issued by the employer if any
	v) Financial Bid
	vi) Invitation for Bids
	vii) Instructions to the Consultants
	viii) Scope of work
	ix) Special Conditions of Contract
	x) The General Conditions of Contract
	xi) The consultant's proposal and
	xii) Any other document forming part of the contract.

IV. APPENDICES

<u>Appendix A: Description of Services</u>

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

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~~

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work, and staff-months for each.

C-2   ~~List of approved Sub-consultants [if already available]; same~~

~~information with respect to their Personnel as in C-1 through C-2)]~~

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

Services and Facilities to be provided by the client as mentioned in Section-V, Clause no. 3.2.4.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price:

1.   *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2.   *Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services, if any.

Appendix F: Form of Bank Guarantee for Advance Payments

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____   Bank Guarantee:_____Date: _____

Dear Sir,

In consideration of M/s (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. (hereinafter referred to the "Consultant" which expression shall unless repugnant to the context of meaning thereof. include its successors. administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. dated and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at for Contract (hereinafter called the -Contract-).
(Scope of work) and the Employer having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to _____ (in words and figures) as an advance against Bank Guarantee to be Furnished by the Consultant.

We (Name and address of the Bank) having its Head Office at (hereinafter referred to as the Bank, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators' executors and assigns) do hereby unconditionally;' and irrevocably guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Consultant to the extent of as aforesaid at any time upto @ without any demur, reservation, context, recourse or protest' and 'or without any reference to the consultant. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting this guarantee. to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and Consultant any other course or remedy or security available to the Employer.

The bank shall not be relieved of its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

Dated: this day of 20 at

WITNESS

(signature)   (signature)
(Name)   (Name)
(Official Address)
Designation (with Bank stamp)

Attorney as Power of Attorney No. Dated

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

Notes:

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

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

Appendix-G

Format for Performance Security

To

The General Manager (Finance),

KRIDE.

……………………………….

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

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

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

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

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

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

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

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

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

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

Beneficiary Name: General Manager/Finance

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 Managing Director,

Rail Infrastructure Development Company (Karnataka) Limited,

"Samparka Soudha", 1st Floor,

B.E. P Premises (Opp. Orion Mall),

Dr. Rajkumar Road,

Rajajinagar 1st Block,

Bangalore - 560 010

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

AND

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

WHEREAS, *[Insert Name of the Bank]*, with its Branch *[Address at Bengaluru]* 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 Consultant, agreed to give guarantee for performance security and additional performance security as hereinafter contained:

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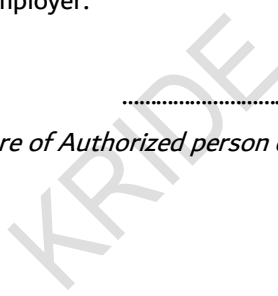
Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of *[**Insert Value of Performance Security required]*** as above stated.

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

3   On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e., the aforementioned full amount less the payment made to the Employer.

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

5.   The Bank Guarantee shall be unconditional and irrevocable.

6   The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.

7   The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8   This guarantee is valid and effective from the date of its issue, which is *[insert date of issue]*. The guarantee and our obligations under it will expire on [*Insert the date twenty-eight days after the expected end of defect liability period]*. All demands for payment under the guarantee must be received by us on or before that date.

9   The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid

until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10   The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

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

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

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

Date …………   ………………………………………
Place………….   [*Signature of Authorized person of Bank*]

………………………
[*Name in Block letters*]

………………………
[*Designation*]

………………………
[*P/Attorney*] No.

………………………
Bank's Seal

[*P/Attorney*] No…….

Witness:

1. *Signature*

Name & Address & Seal

2. *Signature*
   Name & address & Seal

Note:

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

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

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

4. The Scheduled Bank issuing the Bank Guarantee must be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.
   The Issuing Bank shall send the SFMS to:
   Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) Bank Name: Canara Bank
   Branch: Prime Corporate Branch
   Account No. 0430201012110
   IFSC Code: CNRB0002636

Appendix-I

Contract Agreement

THIS AGREEMENT made the . . . . . .day of . . ., between . . . . . [N*ame of the Employer. . . . .* . . . (hereinafter "the Employer"), of the one part, and . . . . . [*name of the Consultant*]. .¹. . .(hereinafter "the Consultant"), of the other part:

WHEREAS the *Employer* desires that the Works known as . . .. [*name of the Contract*] . . .. . should be executed by the Consultant, and has accepted a Bid by the Consultant for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Consultant agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- the Letter of Acceptance

- the Letter of Bid

- the Addenda Nos. . . .. [*insert addenda numbers if any*] . . ..

- the Special Conditions of Contract

   Part A: Contract Data

   Part B: Specific Provisions

- the General Conditions of Contract;

- the Specification

- the Drawings*;*

- the Work's Requirements

   the completed Schedules including (priced Bill of Quantities)

   Any other documents

3. In consideration of the payments to be made by the Employer to the Consultant as indicated in this Agreement, the Consultant hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Consultant in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

---

¹*In case Consultant is a Joint Venture the 'name of the Consultant' shall be inserted as under :*
"the Joint Venture under the name and title of ..…, comprising of ....[Lead Partner] ;..…..; and ....."

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . [*name of the borrowing country*]. . . . .on the day, month and year indicated above.

Signed by ....   Signed by

for and on behalf of the Employer   for and on behalf the Consultant

in the presence of   in the presence of

Witness, Name, Signature, Address, Date   Witness, Name, Signature, Address, Date

Appendix - J

FORM OF ADDITIONAL PERFORMANCE SECURITY

(BANK GUARANTEE)

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

From:

Name and Address of the Bank....

....

To:

The Managing Director,

Rail Infrastructure Development Company (Karnataka) Limited,

"Samparka Soudha", 1st Floor,

B.E. P Premises (Opp. Orion Mall),

Dr. Rajkumar Road,

Rajajinagar 1st Block,

Bangalore - 560 010

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

AND

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

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

1   KNOW ALL MEN by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the

Bank**,** confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of **_[Insert Value of additional Performance Security required]_**as above stated.

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

3   On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e., the aforementioned full amount less the payment made to the Employer.

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

5   The Bank Guarantee shall be unconditional and irrevocable.

6   The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Consultant.

7   The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Consultant, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.

8   This guarantee is valid and effective from the date of its issue, which is **_[insert date of issue]_**. The guarantee and our obligations under it will expire on [**_Insert the date twenty-eight days after the expected end of defect liability period]_**. All demands for payment under the guarantee must be received by us on or before that date.

9   The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.

10   The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.

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

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

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

Date …………   ……………………………………….

Place………….   *[Signature of Authorized person of Bank]*

………………………

[Name in Block letters]

………………………

[Designation]

………………………

[P/Attorney] No.

………………………

Bank's Seal

[P/Attorney] No…….

Witness:

1. *Signature*
   Name & Address & Seal

2. *Signature*
   Name & address & Seal

Note :

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

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

3   *The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.*

4   *In case the Consultant is a JV/, the additional Performance Security is required to be furnished on behalf of the JV/ in favour of the Employer by the JV/ Partner(s) who is responsible for execution of schedule(s) (as per JV/ agreement) against which additional Performance Security is required to be submitted in terms of ITC . All the Bank Guarantee of J/V Partners are liable to be encashed cumulatively.*

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

The Issuing Bank shall send the SFMS to:

Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) Bank Name: Canara Bank

Branch: Prime Corporate Branch

Account No. 0430201012110

IFSC Code: CNRB0002636

Office of the...

No.   Date: …………

Appendix - K

WORK EXPERIENCE CERTIFICATE

To whom so ever it may concern
(Issued for the purpose of Quoting in K-RIDE Bids)

M/s/Sri ………………………………… (Name and address of the Consultant) is a working Consultant of this unit and was awarded the following work. The relevant details of the work are as under: -

S. No.	Description	Details
1	Name of work	
2	Acceptance Letter No and Date	
3	Agreement Number, date and name of the agency	
4	Agreement value in Rupees (in words and figures)	
5	Due date of completion	
6	Actual date of completion of work	
7	Value of Final Bill if passed (in words)	
8	Work completed but Final measurements not recorded. a) Amount paid so far as in CC bill No.	
9	Work completed. Final measurements recorded with negative variation a) Amount so far paid as in CC bill No.	
10	Work completed. If Final measurements recorded with Positive variation which is not sanctioned yet. a) Original agreement value of Last sanctioned agreement value whichever is lower.	
11	Scope of work (Broad category of works i.e., the name of the work in the agreement on which work is	
12	Details of values of major components/ works executed in the completed work.	

Note:
The Certificate to satisfy similar work should be signed by an officer not lower than GM or equivalent grade in other department of Govt. of India/State Government/PSUs of Government of India / State Undertaking and Competent Authority of Public Listed Company.

Signature :………………………………………

Name of officer…………………

Designation: ……………………………………

Address: ……………………………………

Office seal: ………………………………………

 Phone/FAX No.: ……………………………

 Date : …………………………

Appendix- L

Letter of Acceptance
[on letterhead paper of the Employer]

Date.. .. ..

To: . ...*[name and address of the Consultant]* . . . . ..

Subject: . . . . [*Insert Name and Identification number*] .... [*Notification of Award*] ....

This is to notify you that your Bid dated . . .. *[Insert Date]* . . . for execution of the . . . *[name of the contract and identification number, as given in the Contract Data]* . . . for the Accepted Contract Amount of the equivalent of INR *. . . [Insert amount in numbers and words and name of the currency].*, as corrected and modified in accordance with the Instructions to Consultants, is hereby accepted.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the *of* the Performance Security included in Section 6 (Contract Forms) of the Bidding Document.

Authorized Signature: ....

Name and Title of Signatory: ....

--00--END--00—