



**REQUEST FOR QUOTATIONS  
(Time based)**

**IFB No: K RIDE/2024-25/SE0009**

**Date: 07.10.2024**

**Name of Work**

**“Consultancy Services & Support for the External Environmental & Social Monitoring for Bengaluru Suburban Railway Project”.**

**Employer:**

**General Manager/Procurement  
Rail Infrastructure Development Company (Karnataka) Limited (K RIDE)**

**Country: India**

**Issued on: 07.10.2024**

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

**#8, 1st Floor, Samparka Soudha,  
Dr. Rajkumar Road, Opposite Orion Mall,  
Rajajinagar 1st Block, Bengaluru-560010  
E-mail: gmprocurement@kride.in**

**(Intentionally left blank)**

## REQUEST FOR QUOTATIONS (RFQ)

“Consultancy Services & Support for the External Environmental & Social Monitoring for Bengaluru Suburban Railway Project”.

### TABLE OF CONTENTS

Description		Page No.
Section I	Letter of Invitation	9 – 10
Section II	Information to Consultants (ITC) and Data sheet	11 – 37
Section III	Technical Proposal-Standard Forms	38 – 63
Section IV	Financial Proposal-Standard Forms	64 – 67
Section V	Terms of Reference	68 – 81
Section VI	Contract for Consultancy Services a) Form of Contract b) General Conditions of Contract c) Particular Conditions of Contract d) Appendices	82 - 128

## LIST OF ABBREVIATIONS

<b><u>ABBREVIATION</u></b>	<b><u>FULL FORM</u></b>
<b>BDS</b>	BID DATA SHEET
<b>BG:</b>	BANK GUARANTEE
<b>BMRCL:</b>	BANGALORE METRO RAIL CORPORATION LIMITED
<b>BSRP:</b>	BENGALURU SUBURBAN RAILWAY PROJECT
<b>BWSSB:</b>	BANGALORE WATER SUPPLY AND SEWERAGE BOARD
<b>C-1:</b>	CORRIDOR-1 OF BSRP
<b>C-2:</b>	CORRIDOR-2 OF BSRP
<b>C-4:</b>	CORRIDOR-4 OF BSRP
<b>CBI:</b>	CENTRAL BUREAU OF INVESTIGATION
<b>CC:</b>	CONDITIONS OF CONTRACT
<b>CRP</b>	COMPENSATION AND RESETTLEMENT POLICY
<b>CRVA</b>	CLIMATE RISK VULNERABILITY ASSESSMENT
<b>CV:</b>	CURRICULLUM VITAE
<b>DS</b>	DATA SHEET
<b>DSC</b>	DIGITAL SIGNATURE
<b>EHS</b>	ENVIRONMENT, HEALTH & SAFETY
<b>EIA:</b>	ENVIRONMENTAL IMPACT ASSESMENT
<b>EIB:</b>	EUROPEAN INVESTMENT BANK
<b>EMD:</b>	EARNEST MONEY DEPOSIT
<b>E&amp;S</b>	ENVIRONMENT AND SOCIAL
<b>ESFMP</b>	ENVIRONMENT & SOCIAL FRAMEWORK MANAGEMENT PLAN
<b>ESMAP</b>	ENVIRONMENT & SOCIAL MANAGEMENT ACTION PLAN
<b>ESMP</b>	ENVIRONMENT & SOCIAL MANAGEMENT PLAN
<b>ESS</b>	ENVIRONMENT & SOCIAL STANDARDS
<b>FDR:</b>	FIXED DEPOSIT RECEIPT
<b>FGD:</b>	FOCUS GROUP DISCUSSION
<b>FTP:</b>	FULL TECHNICAL PROPOSAL

<b><u>ABBREVIATION</u></b>	<b><u>FULL FORM</u></b>
<b>FY:</b>	FINANCIAL YEAR
<b>GAP:</b>	GENDER ACTION PLAN
<b>GRM:</b>	GRIEVANCE REDRESSAL MECHANISM
<b>GOK:</b>	GOVERNMENT OF KARNATAKA
<b>GCC or GC:</b>	GENERAL CONDITIONS OF CONTRACT
<b>GIIP:</b>	GOOD INTERNATIONAL INDUSTRY PRACTICE
<b>GM:</b>	GENERAL MANAGER
<b>GST:</b>	GOODS & SERVICE TAX
<b>ID</b>	IDENTIFICATION
<b>INR or Rs.:</b>	INDIAN RUPEE
<b>IPC:</b>	INTERIM PAYMENT CERTIFICATE
<b>IR:</b>	INDIAN RAILWAYS
<b>IRP:</b>	INTERIM RESOLUTION PROFESSIONAL
<b>IS:</b>	INDIAN STANDARD
<b>IST:</b>	INDIAN STANDARD TIME
<b>ITC:</b>	INSTRUCTIONS TO CONSULTANTS
<b>KfW</b>	KREDITANSTALT für WIEDERAUFBAU
<b>KD</b>	KEY DATE
<b>KM:</b>	KILOMETRE
<b>KPPP</b>	KARNATAKA PUBLIC PROCUREMENT PORTAL
<b>K RIDE</b>	RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED
<b>KSDB</b>	KARNATAKA SLUM DEVELOPMENT BOARD
<b>KTPP</b>	KARNATAKA TRANSPARENCY IN PUBLIC PROCUREMENT
<b>LD</b>	LIQUIDATED DAMAGES
<b>LLP</b>	LIMITED LIABILITY PARTNERSHIP
<b>LOA</b>	LETTER OF ACCEPTANCE
<b>LRF</b>	LIVELIHOOD RESTORATION FRAMEWORK
<b>LRP</b>	LIVELIHOOD RESTORATION PLAN

<b><u>ABBREVIATION</u></b>	<b><u>FULL FORM</u></b>
<b>MOR</b>	MINISTRY OF RAILWAYS
<b>NEFT</b>	NATIONAL ELECTRONIC FUND TRANSFER
<b>NOC</b>	NO OBJECTION CERTIFICATE
<b>OTC</b>	OVER THE COUNTER
<b>PAN</b>	PERMANENT ACCOUNT NUMBER
<b>PCC</b>	PARTICULAR CONDITIONS OF CONTRACT
<b>PAH</b>	PROJECT AFFECTED HOUSEHOLDS
<b>PAP</b>	PROJECT AFFECTED PERSON
<b>POA</b>	POWER OF ATTORNEY
<b>PS</b>	PERFORMANCE SECURITY
<b>PSU</b>	PUBLIC SECTOR UNDERTAKING
<b>RFQ</b>	REQUEST FOR QUOTATIONS
<b>R&amp;R</b>	RESETTLEMENT & REHABILITATION
<b>RAP</b>	RESETTLEMENT ACTION PLAN
<b>QCBS</b>	QUALITY cum COST BASED SELECTION
<b>SIA</b>	SOCIAL IMPACT ASSESSMENT
<b>SCC</b>	SPECIAL CONDITIONS OF CONTRACT
<b>SD</b>	SECURITY DEPOSIT
<b>SEP</b>	STAKEHOLDER ENGAGEMENT PLAN
<b>St</b>	TECHNICAL SCORE
<b>Sf</b>	FINANCIAL SCORE
<b>SoW</b>	SCOPE OF WORK
<b>TOR</b>	TERMS OF REFERENCE
<b>VC</b>	VIDEO CONFERENCING
<b>WB</b>	WORLD BANK



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

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

**No: K RIDE/2024-25/SE0009**

**Date: 07.10.2024**

**TENDER NOTIFICATION**  
**(E-procurement)**

“Consultancy Services & Support for the External Environmental & Social Monitoring for Bengaluru Suburban Railway Project”.

1. The General Manager/ Procurement, Rail Infrastructure Development Company (Karnataka) Limited invites technical and financial proposals from reputed Consulting Firms for the above work for Bengaluru Suburban Railway Project.

RFQ No.	Details of the Contract	Period of Consultancy Services
<b>K RIDE/ 2024-25/ SE0009</b>	Consultancy Services & Support for the External Environmental & Social Monitoring for Bengaluru Suburban Railway Project	05 years

2. E- proc. Indent No. **K RIDE/2024-25/SE0009, Date: 07.10.2024**
3. Selection will be based on Quality & Cost Based Selection Procedure (QCBS).
4. Interested applicants may access bidding documents (RFQ) from the e- procurement portal <https://kppp.karnataka.gov.in> from **08.10.2024** onwards.
5. Applicants meeting the minimum qualification criteria specified in the Letter of Invitation of RFQ shall participate.
6. Pre-proposal meeting will be held 18.10.2024 at 15:30 hrs. Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before 16.10.2024; 11:30 hrs. The postal address and email ID shall be as follows:

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

#8, 1st Floor, Samparka Soudha,  
Dr. Rajkumar Road, Opposite Orion Mall,  
Rajajinagar 1st Block, Bengaluru-560010  
E-mail: gmprocurement@kride.in

7. Last date for submission of Technical & Financial proposals is 07.11.2024. 15.00 Hours
8. Opening of Technical Bid is 08.11.2024. at 15.30 Hours
9. The Technical proposal, EMD and financial proposal shall be submitted in e-format as per the instructions in the RFQ document.

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

Sd/-  
General Manager  
Procurement  
K RIDE, BENGALURU



# **SECTION-1**

## **LETTER OF INVITATION**

## SECTION 1. LETTER OF INVITATION

Bangalore  
Dated: **07.10.2024**

To,  
All Interested Consulting firms

Dear Sir/ Madam,

1. The Government of Karnataka has recognized the significance of connectivity improvement as an engine of economic growth and has proposed to develop Suburban Rail Network with the objective of increased, more efficient, and sustainable movement of people through “Bengaluru Suburban Rail Project” (BSRP).
2. The Consultant shall assist the Employer to effectively implement and administer the Project focusing on both, the quality and timely implementation of various Project tasks and components for the rail corridors set out in Terms of Reference.
3. A firm will be selected under the Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP), format as described in this RFQ.
4. More details on the Services are provided in the Section 5 - Terms of Reference (TOR).
5. The consulting firms meeting the minimum eligibility criteria shall only apply.  
(For minimum eligibility criteria please refer Bid Data sheet)
6. The issue of this RFQ does not imply that the Employer is bound to accept any Bid that they receive, and the Employer reserves the right to reject all or any of the Bids without assigning any reason whatsoever.
7. The Employer reserves the right to cancel the procurement process at any time without assigning any reasons.
8. The RFQ includes the following documents:

Section 1 - Letter of Invitation  
Section 2 - Information to Consultants & Data sheet  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract

*Yours sincerely,*  
Sd/-  
General Manager  
Procurement  
KRIDE, BENGALURU

# **SECTION-2**

## **INFORMATION TO CONSULTANTS (ITC)**

## SECTION 2. INFORMATION TO CONSULTANTS

### 1. INTRODUCTION

- 1.1 The Employer named in the "Data Sheet" will select a consultant among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The Consultant means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Employer 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 visit the office of Employer for discussion to understand the task before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional and is at the Consultant's expense.
- 1.5 The Employer 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 the office of the Employer, site etc., are not reimbursable as a direct cost of the Assignment; and (ii) the Employer 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 Employer's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. The Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Employers, or that may place them in a position of not being able to carry out the assignment in the best interest of the Employer.
  - 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 Employer 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) The 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 Employer whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.8 It is K RIDE policy to require that the Consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the K RIDE:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
    - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of K RIDE, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive K RIDE of the benefits of free and open competition.
  - (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded K RIDE - 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 K RIDE - 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 K RIDE.
- 1.9 The Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by K RIDE in accordance with the above sub para 1.8 (c).
- 1.10 The 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.**

**Earnest Money Deposit (EMD) of ₹ 2,21,000/-** has to be paid by the consultants through e-payment in the e-procurement portal using any of the following five options only:

Online Modes

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

Offline Modes

4. Unconditional Bank Guarantee/ Pay Order/ Demand Draft

Entire amount of Rs. 2,21,000/- (Rupees Two Lakh and Twenty – One Thousand only) can be paid online in KPPP pooling account at the time of submission of bids.

(or)

Out of Rs. 2,21,000/- (Rupees Two Lakh and Twenty – One Thousand only), Rs. 1,00,000/- (Rupees One Lakh only) shall compulsorily be paid through 'Online Modes'. This Rs. 1,00,000/- (Rupees One Lakh only) shall be directly transferred to KPPP pooling account at the time of submission of bids and the balance amount of Rs. 1,21,000/- (Rupees One Lakh and Twenty - One Thousand only) shall be paid through 'Offline Modes'.

For offline modes i.e. NEFT and OTC, the bidder has to complete the payment as per the user manual given in e-procurement portal and shall mention the bank transaction reference number in the e-proc portal to complete the bidding procedures.

For further details, kindly Click on the link <https://kppp.karnataka.gov.in/#/portal/download-user-manuals-tenders>

The EMD shall have to be valid for 45 days beyond the validity of the tender. 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 after the bid submission closing time but before the opening of the technical bid date and time as specified in e-portal to GM/ Procurement, 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 GM/ Procurement in K-RIDE office, the bid will not be considered for technical evaluation.** The bids of the contractors 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 concerned GM, the bids will not be opened. Even if they are opened by default/manual/electronic error, the bids will not be considered for technical evaluation and the bids will be rejected. In case of non-reconciliation of tender earnest money deposit receipt of payment in Government of Karnataka central pooling account held at the ICICI Bank, the bid gets rejected.

Bank Guarantee Format

i. 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,

ii. 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 ITC 4.

The Issuing Bank shall send the SFMS to:

Beneficiary: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)

Bank Name: Canara Bank

Branch: Prime Corporate Branch

Account No. 0430201012110  
IFSC Code: CNRB0002636

- a. Unless otherwise specified in the BDS, any Tender not accompanied by EMD as required in accordance with ITC, shall be summarily rejected by the Employer as non-responsive.
- b. The Tender security/EMD of the Tenderer who have been determined to be unqualified for opening of their Financial Tender shall be returned within 3 working days after the opening of Financial Tender, subject to completion of Bank Account Verification of the Tenderer as per e-procurement portal. The Tender security of unsuccessful Tenderers shall be returned within 7 working days after issue of LOA to the successful Tenderer.
- c. The Tender security/EMD of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.
- d. The Tender security/EMD may be forfeited:
  - (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tenders, except as provided in ITC Clause 3 or
  - (b) if a Tenderer misrepresents or omits the facts in order to influence the procurement process;
  - (c) if the successful Tenderer fails to:
    - (i) sign the Contract in accordance with ITC Clause 7; or
    - (ii) furnish a performance security in accordance with Additional Clause 12 of Section 6; or
    - (iii) furnish a domestic preference security if so required.
  - (d) if the undertaking of the affidavit submitted by the Tenderer or its constituents in pursuance to ITC clause 3 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.

1.12 Non-filing 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](http://www.kride.in) and e-procurement portal of GoK <https://kppp.karnataka.gov.in> from **08.10.2024**. The bids can be submitted online via e-procurement portal <https://kppp.karnataka.gov.in>

1.14 It will be the responsibility of the Bidder who is submitting the bid documents to check and see any Addendum/ Corrigendum issued in this regard in the above website(s) from time to time and ensure submission of bid along with compliances of all such Addendum/ Corrigendum.

#### **1.15 REGISTRATION:**

- a. Bidders are required to enrol on the Karnataka Public Procurement Portal (<https://kppp.karnataka.gov.in>) with clicking on the link "Online bidder Registration" on the Karnataka Public Procurement by paying the Registration fee.
- b. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts

- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing key) issued by any Certifying Authority recognized by CCA India with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f. Bidders then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g. The scanned copies of all original documents should be uploaded on Karnataka Public Procurement Portal.
- h. For any query regarding e-procurement contact helpdesk Number **+91- 8046010000, +91-8068948777, [support@eprochelpdesk.com](mailto: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 on Karnataka Public Procurement Portal.

## **2. CLARIFICATION AND AMENDMENT OF RFQ DOCUMENTS**

- 2.1 Consultants may request a clarification of any item of the RFQ document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent only through electronic mail to the Employer's address indicated in the Data Sheet. The Employer will respond through the websites of KPPP and K RIDE only.
- 2.2 At any time before the submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFQ documents by amendment. Any amendment will be corrigenda/ addenda. and the same will be uploaded in KPP portal. Also, the Employer 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, the Consultants are expected to examine the documents comprising this RFQ in detail. Deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, the Consultants must give particular attention to the following:



- (i) Deleted
- (ii) The Employer 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 Employer 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 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 Employer's official language.

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

- (i) A brief description of the Consultant's organization and an outline of recent experience on assignments (Form 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) A description of the methodology and work plan for performing the assignment (Form 3D).
- (iii) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Form 3E).
- (iv) CVs proposed for the key professional staff and the authorized representative submitting the proposal (Form 3F). Key information should include number of years working for the firm/entity, qualification & responsibility held in various assignments during the last ten (10) years.
- (v) A detailed description of the proposed methodology, staffing, and monitoring & training.
- (vi) Any additional information requested in the Data Sheet.

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

**Financial Proposal**

- (i) In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFQ documents.
- (ii) The Consultant shall express the price of their services in Indian Rupees.
- (iii) The Consultant shall quote their rate/ percentage only in KPP portal.**
- (iv) The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Employer will make its best effort to complete evaluations,

negotiations (if required) within this period. If the Employer wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

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

- 4.1 The completed Technical and Financial Proposal must be submitted electronically on Karnataka Public Procurement Portal on or before the date and time and in the manner stated in the Data Sheet.
- 4.2 The Technical Proposal shall not include any financial information. 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) 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 proposal due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.

#### **5. PROPOSAL EVALUATION**

##### **General**

- 5.1 From the time the Technical Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal(s). Any effort, as such, by the Consultants to influence the Employer 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 Employer's Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, Technical evaluation criteria, sub-criteria, point system and note specified in the **Data Sheet**. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

##### **Opening and Evaluation of Financial Proposals;**

- 5.4 After the evaluation of Technical Proposal is completed, the Employer will reject and not open the Financial Proposal, whose technical proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFQ and (or) or Terms of Reference. The Employer shall simultaneously notify the technically qualified bidders indicating, through electronic mail, the date and time set for opening the Financial Proposals.
- 5.5 The Financial Proposals shall be opened in e-portal as indicated in Data Sheet in the presence of the consultants' representatives who choose to attend. The Consultant, who qualified and wish to attend through Video Conference (VC), shall request through email, upon intimation of the successful qualification in Technical Evaluation. 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 Employer shall prepare minutes of the public opening.
- 5.6 Deleted.
- 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 Employer will conclude that the quoted rates are deemed to be included the same.
- 5.8 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weightage (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . The Consultant achieving the highest combined technical/ financial score will be invited for negotiation(s).

## 6. NEGOTIATIONS

- 6.1 As per the guidelines of Government of Karnataka, negotiation will not be conducted as a general practice. However, if the Employer found that the negotiation is absolutely needed, then with the approval of Tender Accepting Authority, negotiation will be conducted.
- 6.2 Negotiations (if needed) will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.3 Negotiations (if needed) will include a discussion of the Financial Proposal. 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 Employer to ensure satisfactory implementation of the Assignment.
- 6.4 Deleted.
- 6.5 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Employer will require assurances that the experts will be actually available.
- 6.6 Deleted.

## **7. AWARD OF CONTRACT**

- 7.1 After completing the evaluation of financial bids or negotiations, the Letter of Award/ Acceptance of contract will be issued to the successful Consultant. The Contract will be signed upon furnishing the Performance Security.
- 7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the **Data Sheet**.

## **8. CONFIDENTIALITY**

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

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

Para Ref.	General
1.1	<p>The name of the Employer is: General Manager/Procurement, Rail Infrastructure Development Company (Karnataka) Limited</p> <p><b>Address:</b> #8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Bengaluru. <b>E-mail:</b> <a href="mailto:gmprocurement@kride.in">gmprocurement@kride.in</a></p>
1.1	The method of selection is: Quality Cost Based selection ( <b>QCBS</b> )
1.2	<p>The consultants are required to submit technical proposal and financial proposal separately through e-portal.</p> <p>Name of the assignment is: “Consultancy Services &amp; Support for the External Environmental &amp; Social Monitoring for Bengaluru Suburban Railway Project”.</p>
1.4	<p>A pre-proposal conference will be held. The Date, Time and venue are as below.</p> <p>Date: As notified in e-procurement portal Time: 11:30 Hrs Venue: In the Employer’s office address indicated in Para 1.1 above</p> <p>The pre-bid meeting (pre-proposal conference) may also be attended through video conferencing (VC). Those bidders who wish to join the Video Conferencing shall send a request email on the email id (i.e., <a href="mailto:gmprocurement@kride.in">gmprocurement@kride.in</a>) by 18.10.2024 up to 15:00 hours IST, so that a link for Video Conferencing can be sent by K RIDE.</p> <p>Please note that the request received from the bidders (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They should also mention the email id through which VC is desired to be joined.</p> <p>KRIDE will allow only one email ID for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC will not be entertained.</p> <p>Prospective bidders will be able to join the VC through the link provided to them on Email ID. During this pre- Proposal meeting, prospective bidders may request for clarifications.</p>
1.7.2	The Employer envisages the need for continuity for downstream work: No
1.8	<p>GOK’s policy</p> <p>The Employer requires that consultants, suppliers, and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In</p>

	<p>pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:</p> <p><b>Clauses on fraud and Corruption:</b></p> <p>(i) "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution</p> <p>(ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender price at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition".</p> <p>(iii) "collusive practice" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to influence the action of any party in a procurement process or the execution of a contract</p> <p>(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.</p>
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested, prior to the date of pre-proposal conference and such clarifications shall be sent through electronic mail as indicated in Para 1.1 above.
3.1	Proposals should be submitted in the English Language. All correspondences shall be in English language.
3.3(iv)	The required minimum experience of the key professionals is indicated in Appendix-C of Section-6
3.3(v)	Failure to comply with this requirement will make the proposal non-responsive.
3.3(vi)	Reports to be issued by the consultants as part of this assignment must be in English. In specific cases, report(s) may be sought in Kannada language.
3.3 (vii)	<p><b>(a) Eligible Bidders:</b> A Bidder means any person or firm or company, every Artificial Juridical Person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process. The bidder must ensure the following</p> <p>(a) In case of Single Entity: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.</p> <p>(b) Joint Venture: Not allowed</p> <p>(c) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this</p>

tender only if the bidder is registered with the Competent Authority.

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

1. An entity incorporated, established or registered in such a country; or
2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose beneficial owner is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or

- The **beneficial owner** for the purpose of above clause will be as under

In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or in consort, 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) Deleted																																		
3.3(viii)	Deleted																																		
3.4(viii)	<p>a) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFQ requirements.</p> <p>b) The proposed work plan and methodology in the Technical Proposal shall not exceed <b>20 pages</b>. For every page crossing the page limit 0.5 marks will be deducted.</p> <p><b>Submission of Standard Forms:</b></p> <table border="1"> <thead> <tr> <th>Form No.</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>3A.</td> <td>Technical Proposal Submission form.</td> </tr> <tr> <td>3B</td> <td>Consultant's References.</td> </tr> <tr> <td>3D.</td> <td>Description of the Methodology and work plan for performing the assignment.</td> </tr> <tr> <td>3E.</td> <td>Team Composition and Task Assignments.</td> </tr> <tr> <td>3F.</td> <td>Format of Curriculum Vitae of Proposed Key Professional Staff.</td> </tr> <tr> <td>3H.</td> <td>Activity (work) Schedule</td> </tr> <tr> <td>3I</td> <td>Format for Bid Security (Bank Guarantee)</td> </tr> <tr> <td>3J</td> <td>Format for Authorised Signatory of Single Entity</td> </tr> <tr> <td>3K</td> <td>Deleted</td> </tr> <tr> <td>3L</td> <td>Deleted</td> </tr> <tr> <td>3M</td> <td>Consultant's Organization and Experience</td> </tr> <tr> <td>3N</td> <td>Financial Data</td> </tr> <tr> <td>3O</td> <td>Financial Data for Last 5 Years</td> </tr> <tr> <td>3Q</td> <td>Format For Affidavit Submitted by Bidder Along with the Bid</td> </tr> <tr> <td>3R</td> <td>Format For Certificate to Be Submitted by Bidder Along with the Bid</td> </tr> <tr> <td>3T</td> <td>Form of Parent Company Guarantee</td> </tr> </tbody> </table>	Form No.	Description	3A.	Technical Proposal Submission form.	3B	Consultant's References.	3D.	Description of the Methodology and work plan for performing the assignment.	3E.	Team Composition and Task Assignments.	3F.	Format of Curriculum Vitae of Proposed Key Professional Staff.	3H.	Activity (work) Schedule	3I	Format for Bid Security (Bank Guarantee)	3J	Format for Authorised Signatory of Single Entity	3K	Deleted	3L	Deleted	3M	Consultant's Organization and Experience	3N	Financial Data	3O	Financial Data for Last 5 Years	3Q	Format For Affidavit Submitted by Bidder Along with the Bid	3R	Format For Certificate to Be Submitted by Bidder Along with the Bid	3T	Form of Parent Company Guarantee
Form No.	Description																																		
3A.	Technical Proposal Submission form.																																		
3B	Consultant's References.																																		
3D.	Description of the Methodology and work plan for performing the assignment.																																		
3E.	Team Composition and Task Assignments.																																		
3F.	Format of Curriculum Vitae of Proposed Key Professional Staff.																																		
3H.	Activity (work) Schedule																																		
3I	Format for Bid Security (Bank Guarantee)																																		
3J	Format for Authorised Signatory of Single Entity																																		
3K	Deleted																																		
3L	Deleted																																		
3M	Consultant's Organization and Experience																																		
3N	Financial Data																																		
3O	Financial Data for Last 5 Years																																		
3Q	Format For Affidavit Submitted by Bidder Along with the Bid																																		
3R	Format For Certificate to Be Submitted by Bidder Along with the Bid																																		
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 RFQ documents.																																		
3.6 (a)	<p>Financial Proposal (All items)</p> <p>The price shall include cost of all key personnel, remuneration, support staff including, travelling &amp; boarding expenses, accommodation, all IT items etc., and all duties, taxes, 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).</p>																																		
3.8	Proposals must remain valid for 120 days after the deadline date for submission of proposals as notified in Karnataka Public Procurement Portal.																																		



4.1	<p>Deadline date and time for submission of completed proposals is as notified in Karnataka Public Procurement Portal.</p> <p>The Proposal must be sent electronically through Karnataka public procurement portal - <a href="https://kppp.karnataka.gov.in">https://kppp.karnataka.gov.in</a></p> <p>The Karnataka Public Procurement Portal will not allow proposals to be uploaded after the Due date and Time for submission of proposal</p> <p>For details on e-Payment services and more details on the process refer to Karnataka Public Procurement Portal.</p>
4.2	<p><b>The para 4.2 to be read as:</b></p> <p><b>The Technical Proposal shall not include any financial information. A Technical Proposal containing any material related to financial information shall be declared as non-responsive.</b></p>
4.3	<p>The para 4.3 to be read as:</p> <p>The Consultant must submit the following documents to the Employer at the address mentioned in 1.1 above in original as submitted in e-portal before 24 Hours from the submission of bid and before scheduled date and time of opening of technical bid.</p> <ul style="list-style-type: none"> <li>a. Letter of technical Bid</li> <li>b. Original Power of attorney to sign the proposal</li> <li>c. Original Bank Guarantee for Earnest Money Deposit (EMD)</li> </ul> <p>Non – submission of the above applicable documents in original, before the time &amp; date of opening of Technical Proposal, will consider as non – responsive.</p>
4.4	<p>The para 4.4 to be read as:</p> <p><b>Proposal Opening:</b></p> <p>(i) The technical Proposals will be opened in the Karnataka Public Procurement Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the Bidders who wish to attend.</p> <p>(ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.</p>
Additional Para 4.4 (a)	<p>Time and Date of opening of Technical Proposal will be as notified in Karnataka Public Procurement Portal</p> <p>The address is same as indicated in Para 1.1 above;</p> <p>The following information will be read aloud at the opening of the Technical Proposals:</p> <ul style="list-style-type: none"> <li>a) Name of the Firm</li> </ul>

	b) Whether the Hard copies of the documents have been submitted as per clause 4.3 of Data Sheet.
4.5	Deleted
4.6	Deleted
5.3	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: <math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score of the bidder, "Fm" is the lowest evaluated Financial Proposal for the tender, and "F" the price of the proposal under consideration. The weightage given to the Technical (T) and Financial (P) Proposals are: T = 70, and P = 30 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weightage (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 100) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p> <p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p><b>Stage 1: Minimum Eligibility Criteria:</b></p> <p><b>The bidder should have the Minimum Eligibility Criteria as under:</b></p> <p><b>5.3A Work Experience:</b> The bidder will be qualified only if they have successfully completed <b>Similar Work(s) as defined in 5.3.1</b> during last <b>seven years</b>, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 and ending last day of the month previous to the one in which tender is invited as given below:</p> <ul style="list-style-type: none"> <li>(i) At least three "Similar Work" * each of value Rs. 44,03,500/- or more. (or)</li> <li>(ii) At least two "Similar Works" * each of value Rs. 58,71,500/- or more (or)</li> <li>(iii) At least one "Similar Work" * of value Rs. 73,39,000/- or more</li> </ul> <p>5.3B Deleted</p> <p>5.3C Deleted</p> <p>5.3D Deleted</p> <p><b>Similar works:</b></p> <p>"Similar works" for this contract shall be:</p> <p><b>5.3.1</b> Consultancy services of Monitoring (or) Audit (or) Assessment of Environmental (and (or) or) Social works</p>

	<p>Notes:</p> <ul style="list-style-type: none"> <li>• The bidder shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in a format prescribed in “3B. CONSULTANT’S REFERENCES” of Section 3 Bidding forms. <b>Documentary proof such as completion certificates from Employer (Certificate regarding the same duly signed by an officer not below the rank of the Executive Engineer or Equivalent) clearly indicating the name of participating firm, nature/scope of work, actual completion cost and actual date of completion for such work should be submitted.</b> All such documents of proof certificates should be apostilled from the country in which it was certified, or work done. The offers submitted without this documentary proof shall not be evaluated.</li> <li>• For completed works, value of work done shall be updated to 31.03.2024 price level assuming 5% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Reserve bank of India (<a href="http://www.rbi.org.in">www.rbi.org.in</a>) 28 days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees.</li> </ul> <p>To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered.</p> <ul style="list-style-type: none"> <li>• Work experience certificate from private firms and individual shall not be considered.</li> </ul>
<p><b>5.3 E</b></p>	<p><b>Financial Eligibility Criteria:</b></p> <p>Financial Standing: The bidders will be qualified only if they have minimum financial capabilities as below:</p> <p><b>(i) Liquidity:</b> It is necessary that the firm can withstand cash flow that the contract will require until payments are received from the Employer. Liquidity therefore becomes an important consideration.</p> <p>This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, line of credit and other financial means to meet cash flow of <b>Rs. 7.34 lakhs/-</b> (Rupees Seven Lakh and Thirty – Four Thousand only) for this contract, net of applicant’s commitments for other Contracts. Banking reference should contain in clear terms the amount</p>

that bank will be in a position to lend for this work to the applicant. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

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

**(ii) Turnover from Consultancy Services:**

The tenderer must have achieved a **Minimum Annual Average Turnover of Rs. 44 Lakh** (Rupees Forty – Four Lakh only), received payments from any consultancy services in the last five financial years (FY2019-20, FY 2020 – 21, FY2021-22, FY2022-23 & FY2023-24).

The tenderers shall submit Certificate from Chartered Accountant or Statutory Auditor duly supported by Audited Balance Sheet.

**(iii) Net worth:**

Bidders should have **positive net worth in the latest financial year**. Certificate from Chartered Accountant or Statutory Auditor duly supported by Audited Balance Sheet.

**Notes:**

- i) Financial data for latest last five audited financial years has to be submitted by the bidder in Form 3N (Financial data) & Form 3 O (Financial data for last 5 years) of section 3 bidding forms along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp and signature in original with membership number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any **year other than** the last year is not submitted, the tender may be considered as non-responsive.
- ii) Where a work is undertaken by a JV, only that portion of the contract which is undertaken by the concerned JV partner should be indicated and the remaining done by the other members of the JV will be excluded. This is to be substantiated with documentary evidence.

**Explanation for Eligibility Criteria:**

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

	<ol style="list-style-type: none"> <li>2. 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.</li> <li>3. Deleted</li> <li>4. 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.</li> <li>5. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of <b>0.3*0.2*value of the work done in the previous entity</b>. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.</li> <li>6. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B &amp; C having share 30%, 30% &amp; 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.</li> <li>7. 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 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.</li> <li>8. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&amp;B partners, A or B partner cannot use credentials of partnership firm of A&amp;B</li> </ol>
--	--

partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

9. 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.
10. 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.
11. 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.
12. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
13. In case company A is merged with company B, then company B would get the credentials of company A also.

The bidder shall submit the above documents, if required, as mentioned in item 01 to 13 above, else, the bid will be considered as non – responsive.

### Stage-2 Technical Evaluation

#### Summary of Technical Qualification/ Eligibility

Clause	Marks
5.3 F	20
5.3 G	25
5.3 H	20
5.3 I	15
5.3 J	20
<b>Total</b>	<b>100</b>

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

Criteria	Firms experience	Marks
<b>5.3 F</b>	Cumulative fee received for the work as mentioned in Similar works (5.3.1.) assignments in the past three years by the firm in India including PVC (for both completed / Substantially completed assignments in any public Infrastructure projects) <ul style="list-style-type: none"> <li>• ₹ 1.47 crore and above – 10 Marks</li> </ul>	10

	<ul style="list-style-type: none"> <li>Below ₹ 1.47 crore proportionate score</li> </ul>	
	Past experience in Similar works (5.3.1.) assignments in any Public Infrastructure Projects in the last 10 years ending last day of the month previous to the one in which tender is invited. <ul style="list-style-type: none"> <li>Four completed projects – 10 Marks</li> <li>Below four projects – 2.5 marks per project</li> </ul>	10
<b>Total</b>		<b>20</b>

**5.3 G Technical scoring for key personnel:**

Position of Key Expert	Minimum Experience and Qualification	Total Marks Scoring
Resettlement and Livelihood Restoration, Social Expert	Masters in Social Science / Sociology / Gender Studies / Women Studies / Management or equivalent with minimum of 12+ years' experience in the similar works as per clause 5.3.1.	7.0
Environmental Expert	Masters in Environmental Science or Equivalent with minimum of 10+ years' experience in the similar works as per clause 5.3.1.	7.0
Health and Safety Expert:	Masters in Environmental Science or Equivalent with minimum of 12+ years' experience in the similar works as per clause 5.3.1.	6.0
Management Information System	BE (Information Technology) or Equivalent with minimum of 08+ years' experience in the similar works as per clause 5.3.1.	5.0
<b>Total</b>		<b>25</b>

**Scoring methodology for key personnel:**

- Experts shown above should possess qualification and experience as contained in Appendix-C of Section - 6.
- Experts having the relevant minimum experience will be rated as per the following criteria.
- The Technical Score mentioned in **5.3 G** shall be calculated on the following percentage:

SN	Description	% of Marks
1	<b>Experience in the Assigned task</b> Experience in the same category of <b>One Completed/ substantially completed</b> projects under Railway/ Metro/ Suburban/ NHAI/ Bridges/ Dams	30
2	<b>Experience in the Assigned task</b> Experience in the same category or one rank lesser for at least: 1. <b>Two completed</b> projects involving Railway/ Metro/ Suburban/	30

	NHA/ Bridges/ Dams Projects-Full Marks 2. For <b>One Completed</b> Project Railway/ Metro/ Suburban/ NHA/ Bridges/ Dams Projects - half of the above marks.	
3	Language Proficiency in Kannada	25
4	Language Proficiency in English	15
<b>Total</b>		<b>100%</b>

Note:

- i. Work completed to the tune of 80% or more, of single contract, as certified in the work experience certificate, will be considered as substantially completed work;
- ii. Experts shall score a minimum of 70% in the relevant category. If evaluated lesser than 70%, the Consultant shall provide a suitable replacement, if declared as a successful bidder, before the award of tender.

### 5.3 H Score for higher qualification(s) and experience

The additional score shall be given to the candidates with higher qualification(s) and experience than the minimum requirement.

S.no	Description	Total Marks Scoring	
1	Educational Qualification (obtained additionally beyond the required qualification)		
	Resettlement and Livelihood Restoration, Social Expert	Qualified with Doctorate or higher or multiple Masters (1 mark for each)	3
	Environmental Expert	Qualified with Doctorate or higher or multiple Masters (1 mark for each)	3
	Health and Safety Expert:	Qualified with Doctorate or higher or multiple Masters	3
	Management Information System	Qualified with Masters or higher or multiple Bachelors	1
	<b>Total</b>		<b>10</b>
2	Experience (experienced higher than the minimum requirement)		
	Resettlement and Livelihood Restoration, Social Expert	Having 17+ years of total experience	3
	Environmental Expert	Having 17+ years of total experience	3
	Health and Safety Expert:	Having 17+ years of total experience	3
	Management Information System	Having 12+ years of total experience	1



		<b>Total</b>	<b>10</b>
--	--	--------------	-----------

**5.3 I Submission of Work Plan & Methodology**

S.No.	Description	Marks
1	Project approach & analysis/ outcome of Environment & Social Impact Assessment Reports of BSRP	05
2	Work Plan & Schedule	05
3	Mobilization & Retention Plan of Staff	05
	<b>Total</b>	<b>15</b>

**5.3 J Presentation**

S.No.	Description	Marks
1	Presentation & knowledge on Approach and Methodology on the following:	
	(a) General	5.0
	(b) Clause 2 of Section – 05	7.5
	(c) Clause 3 of Section – 05	7.5
	<b>Total</b>	<b>20</b>

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

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

**Price Bid Evaluation:**

Price Bids of only the Bidders who score a **minimum Technical Score, (St) of 60 (the “Qualified Bidder”)** shall be opened.

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

The Employer shall simultaneously notify the Bidders that have scored a St, equal to or more than the minimum stipulated score indicating the date and time set for opening the Price Bids through the Karnataka Public Procurement Portal. Price Bid shall be opened in the presence of the Bidders.

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

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

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

$$Sf = Fm/F \times 100,$$

Where,

F = The Price of the proposal under consideration,

Fm = Lowest price of all opened Price Bids.

Final combined score (S) shall be calculated as:

$$S = (St \times 0.7) + (Sf \times 0.3)$$

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

**Technical Score (St), Financial Score (Sf) and Combined Score (S)** shall be rounded off up to two decimal places. In case more than one bidder has equal S, the one having the higher/highest St will be declared successful. Also, if St is equal, higher average annual turnover in the last 05 (Five) financial years will be considered.

**Note:**

The Bidder shall have an office in Bangalore or shall set up an office after the award of the work. The bidder shall deploy non-key experts and support staff, for the execution of the work based, in the addition to the shown experts. However, extra payment for the same will not be paid.

**The Bidder shall be Disqualified if:**

- (a) The Bidder or any of its constituents and/or sub-consultant included in the bid have been blacklisted/ banned from business dealings with all Government Departments in the State by the Government Karnataka or by Ministry of Railways or by K-RIDE at any time till finalization of bids, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the proposals, for which satisfactory evidence is to be produced.
- (b) Any previous contract of the bidder or any of its constituents had been terminated, for bidder failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE)/Government of India and its PSUs/Government of Karnataka and its PSUs-
- (c) The consultant or any of its constituents:
  - (i) has suffered bankruptcy/insolvency or

	<p>(ii) is in the process of winding-up or  (iii) has any ongoing case of insolvency before the NCLT/ any jurisdictional Court, where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process, on the deadline of submission of bids or thereafter till finalization of bids.</p> <p>(d) The bidder or any of its constituents are found or deemed to be ineligible by the Employer, in accordance with Data</p> <p>The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned from business dealings or suspended from business dealings or having been declared poor performer.</p>
5.5	The Financial Proposals will be opened in the e-procurement portal on the date and time, as will be intimated to the consultants ahead of opening.
5.6	Deleted.
5.8	<p>The formula for determining the financial scores is the following:</p> $[S_f = 100 \times F_m / F]$ <p>Where,  <math>S_f</math> = financial score  <math>F_m</math> = lowest price among the offers  <math>F</math> = the price of the proposal under consideration (Estimate Value)</p> <p>The weights given to the technical and Financial Proposals are:  <b>T= 0.70 and P= 0.30</b></p>
Additional Para 6.6	<p>The address is the same as indicated in Para 1.1 above.</p> <p><b><u>Financial Negotiations:</u></b></p> <p>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 Employer may ask for clarifications and, if the fees are very high, ask to change the rates.</p> <ol style="list-style-type: none"> <li>1. In case the Bidder fails to reconfirm their commitment and/or fails to replace the Key Expert(s) as indicated in clause 7.1.1(2) and 7.1.1(3), their bid shall be disqualified.</li> </ol> <p>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) &amp; (3) below. In case of more than one bids are evaluated to have equal combined score the one having the highest technical score will be declared as substantially responsive to the</p>

	<p>bidding document. Also, if St is equal, higher average annual turnover in the last 05 (Five) financial years will be considered.</p> <ol style="list-style-type: none"> <li>2. 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.</li> <li>3. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Employer and the Consultant's authorized representative.</li> </ol> <p>If the negotiations fail, the Employer 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 Employer shall terminate the negotiations informing the Consultant of the reasons for doing so.</p>
<p>Additional Para 7.1.1</p>	<p><b>Award Criteria:</b></p> <ol style="list-style-type: none"> <li>1. The competent authority or the authorized person on behalf, will perform negotiations, if required, at the address mentioned in clause 1.1. of Data Sheet. The Consultant, who was called to attend, or his/ her authorized representative (duly holding a Power of Attorney to negotiate and sign the Contract on behalf of the Consultant) will be permitted to attend Negotiations.</li> <li>2. If any of the Expert(s) of the successful Bidder, scores less than 50% 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 Employer shall intimate the concerned Bidder for the replacement of rejected Key Expert(s) at the time of inviting the Bidder for negotiations and the Key Expert(s) who is/are rejected shall have to be replaced by the Bidder within 07 days of issue of such communication from the Employer with another Key Expert(s) whose score will be at least 70% or more in accordance with the stipulated qualification and evaluation criteria for its category(s).</li> <li>3. 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.</li> </ol>

	<p><b>Notification of Award</b></p> <p>The Employer shall, send a Letter of Acceptance (LoA) to the successful Consultant, confirming the Employer’s intention to award the Contract to the successful Consultant and requesting the successful Consultant to accept LoA and to submit the required Performance Security as mentioned in clause (Additional) 12 in PCC. If specified in the Data sheet, the Employer shall simultaneously request the successful Consultant to submit, within seven (07) Business Days, the Beneficial Ownership Disclosure Form.</p> <p>Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted by the Competent Authority at K-RIDE’s Corporate Office at Bangalore. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Bidder in consideration of the execution and completion of the services (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>Until a formal contract is prepared and executed, the notification of award or the Letter of Acceptance (LoA) shall constitute a binding Contract. However, the contract period starts from the date of issue of LoA.</p>
7.2	<p><b>Signing of Contract</b></p> <p>1. Upon the submission and verification of Performance Security, as mentioned in clause (additional) 12 of PCC, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall seal, sign with date and return it to the Employer.</p>

**The Summary of the Eligibility Criteria (Stage – 1) shall meet as under:**

Requirement	Single Entity	Submission Requirements
Clause 5.3 A	Must meet requirement	3B. consultant’s references
Clause 5.3E (i)	Must meet requirement	3O. Financial Data for last 5 years
Clause 5.3E (ii)	Must meet requirement	3B. Consultant’s references & 3N financial data
Clause 5.3E (iii)	Must meet requirement	3O. Financial Data for last 5 years

**SECTION-3**  
**TECHNICAL PROPOSAL - STANDARD FORMS**

### SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

Form No.	Description	Page No.
3A.	Technical Proposal Submission form.	40
3B	Consultant's References.	42
3D.	Description of the Methodology and work plan for performing the assignment.	44
3E.	Team Composition and Task Assignments.	45
3F.	Format of Curriculum Vitae of Proposed Key Professional Staff.	46
3H.	Activity (work) Schedule	49
3I	Format for Bid Security (Bank Guarantee)	50
3J	Format for Authorised Signatory of Single Entity	51
3M	Consultant's Organization and Experience	54
3N	Financial Data	55
3O	Financial Data for Last 5 Years	56
3Q	Format For Affidavit Submitted by Bidder Along with the Bid	59
3R	Format For Certificate to Be Submitted by Bidder Along with the Bid	61
3T	Form of Parent Company Guarantee	63

**Form 3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

FROM:(Name of Consultant)

TO:(Name and Address of Employer)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ladies/Gentlemen:

Subject: Consultancy Service for -----

-----Technical Proposal.

We, the undersigned, offer to provide the Consultancy Services for -----in accordance with your Request for Quotations 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 Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance with Data sheet.
- (d) We meet the eligibility requirements as stated in Data sheet and we confirm our understanding of our obligation in regard to Corrupt Practices as per Data sheet.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Rail infrastructure Development company (Karnataka) Limited (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 Employer'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 Employer.
- (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 maylead to the termination of Contract negotiations.



- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We have read the various conditions to RFQ 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 Employer is not bound to accept any Proposal that the Employer receives.

Yours sincerely,

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

Name of Consultant (company's name):

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

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

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

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

### Form 3B. CONSULTANT'S REFERENCES

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

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

Assignment Name:		Country:
Location within Country:		Key professional staff provided by your firm/entity(profiles):
Name of Employer:		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. M):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (General Manager/ K RIDE, 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 work experience certificate, as mentioned in Notes under clause – 3 below, to be submitted.
3. Each work experiences shall be enclosed with work order/ completion certificate/sublet completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet eligibility criteria. Independent citations shall be provided for each project.

Form 3C.

**COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA,  
SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER**

Deleted

**Form 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 but not limited to the following (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 Employer), 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** {Please outline the assurance and maintenance of quality on the records/ documents/ data base, workmanship, survey details etc.}
- (e) **Other required fields**

Form 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Staff

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

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

2. Non - Key Staff

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

**Form 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 Employer 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 KRIDE 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:** \_\_\_\_\_

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

Deleted



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

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

A. Field Investigation and Study Items:

B. Completion and Submission of Reports

<b>Sl. No</b>	<b>Reports: *</b>	<b>Programme: (Date)</b>

\*Details of submission of various reports, manuals, forms and plans will be decided jointly by successful Consultants and Employer post award of the Consultancy

**Form 3 I**  
**FORMAT OF BID SECURITY (BANK GUARANTEE for EMD)**

WHERE AS \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the Bidder) has submitted his bid dated \_\_\_\_\_ for the work \_\_\_\_\_ (hereinafter called "the Works") 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), Bengaluru (hereinafter called "the Employer") in the sum of ₹. \_\_\_\_\_ (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 or refuses 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 clause 24.

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, as mentioned in clause 1.11 of Section – 2, 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

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

**Form 3J FORMAT FOR AUTHORISED SIGNATORY OF SINGLE ENTITY  
(FOR SINGLE ENTITY/SOLE BIDDER ONLY)**

(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 \_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and residential address) 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 bid for the Project, including signing and submission of all documents and providing information/responses to K-RIDE, representing us in all matters before K-RIDE, and generally dealing with K-RIDE in all matters in connection with our Bid for the 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 always be deemed to have been done by us.

\_\_\_\_\_  
(Name, Title and address) of the Person issuing the POA.

**Notes:**

- (i) The bidder should submit the notarized Power of Attorney.
- (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.
- (iii) The bidder should submit following additional document in support of the POA as case-to-case basis:
  - a) Proprietorship Affidavit in case of Proprietary bidder.
  - b) Partnership deed in case of partnership bidder.
  - c) Board Resolution in case of a Public/Private limited company.
  - d) Memorandum & Article of Association in case of a Public/Private limited company.
  - e) Board Resolution in case of a Limited Liability Partnership.

**Form 3K**

Deleted

**Form 3L**

Deleted

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

### B - Consultant's Experience

---

1. List only previous similar assignments successfully completed in the last 07 (Seven) years.
2. List only those assignments for which the Consultant was legally contracted as a company. 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 Employer.

**Form 3N FINANCIAL DATA**  
**(WORKS DONE DURING THE LATEST SEVEN FINANCIAL YEARS)**  
**NAME OF THE TENDERER**  
**(All amounts in Rupees in Crores)**

DESCRIPTION	Financial Data for Last 07 Audited Financial Years						
	Year 2017 - 2018	Year 2018 - 2019	Year 2019 - 2020	Year 2020 - 2021	Year 2021 - 2022	Year 2022 - 2023	Year 2023 - 2024
1	2	3	4	5	6	7	8
Total value of consultancy works done as per audited financial statements							
	<p><b>NOTE:</b></p> <p>(i) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure.</p> <p>(ii) All such documents reflect the financial data of the tenderer.</p> <p>(iii) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years as mentioned above.</p> <p>(iv) The financial data in above pre scribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp &amp; membership number. In case of foreign applicants, the Audited financial receipts for consultancy shall be suitably apostilled before submitting the same.</p> <p>(v) The above financial data will be updated to 31.03.2024 price level assuming 5% inflation for Indian Rupees every year and for foreign currency the exchange rate of foreign currency is as 28 days before the submission date shall be applicable</p>						

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

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

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

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

Each Applicant must fill in this form

S. N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2019-2020	Year 2020-2021	Year 2021 - 2022	Year 2022 - 2023	Year 2023 – 2024
1.	<b>Total Assets</b>					
2.	<b>Current Assets</b>					
3.	<b>Total External Liabilities</b>					
4.	<b>Current Liabilities</b>					
5.	<b>Annual Profits Before Taxes</b>					
6.	<b>Annual Profits After Taxes</b>					
7.	<b>Net Worth [= 1 - 3]</b>					
8.	<b>Liquidity [=2 - 4]</b>					
9.	<b>Annual turnover (From Consultancy)</b>					
10.	<b>Gross Annual Turnover</b>					

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

- (i) All such documents reflect the financial data of the Applicant
- (ii) 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.

- (iii) Historic financial statements must be complete, including all notes to the financial statements.
- (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., FY2019-20, FY2020-21, FY2021-22, FY2022-23 and FY2023-24.
- (v) This Form 30 shall be duly certified by Chartered Accountant / Statutory Auditor in original under his signature, stamp and membership number.

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

**Form 3 P.**

Deleted

**Form 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 Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. during the period of last 3 years before the deadline for submission of bids.
- \*3. The Bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by K RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed  
There are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and K RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- \*5 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.
6. # We declare and certify that balance sheets for last Five financial years including that for the latest concluded financial year are being submitted.

OR

We declare and certify that balance sheet for the latest concluded financial year has not been finalized till date and that is why we are furnishing financial data for previous four financial years (FY 2019-20 to FY 2022-23) ignoring the latest concluded financial year.

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

7. 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.
8. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
9. 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.
10. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we **[insert name of the Bidder]** **\*\*** \_\_\_\_\_ and all our constituents understand that we shall be liable for banning of business dealings up to a period of five years.
11. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of up to five years.

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

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

(SEAL AND SIGNATURE OF THE BIDDER)

\*Modify the contents wherever necessary, in terms of Data sheet

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

Attestation before Magistrate/Public Notary

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

(On the letter head of the Firm)

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

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

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

(SEAL AND SIGNATURE OF THE BIDDER)

**Form 3S**

Deleted

**Form 3T. Form of Parent Company Guarantee**

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

Date:

Ref: IFB No. \_\_\_\_\_  
\_for {Insert name of work/Service}

Date: \_

To:

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

As a holding company of { Insert Sole Bidder company name} Having its office at: and with reference to the accompanying bid for the subject tender , We, as { Insert Bidders Parent company name} Parent company of {Insert Bidders local company name}, do here by provide the following unconditional and irrevocable under taking to { Insert the name of the Employer/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} 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}.

# **SECTION-4 FINANCIAL PROPOSAL**



**SECTION 4  
FINANCIAL PROPOSAL**

Financial Proposal shall be used for the preparation of the Financial Proposal according to the instructions provided in the RFQ.

- 4A. Financial Proposal.
- 4B. Payment Schedule.

#### 4A FINANCIAL PROPOSAL

Sl. No.	Description	Unit	Quantity	Rate excluding GST (in Rupees)	Amount excluding GST (in Rupees)
1	Consultancy Services for the External Environmental & Social Monitoring for Bengaluru Suburban Railway Project, all including the cost of remuneration, administrative & miscellaneous expenses as per the criteria/ stipulations/ specifications/ conditions mentioned in this tender.	01	Lumpsum	1,46,77,949.00	1,46,77,949.00
<b>Grand Total</b>					<b>1,46,77,949.00</b>

#### BREAKUP OF THE PERSONNEL

Sl. No.	Description	No. of Personnel
1	Remuneration for Key, Non-Key Professional Staff & Supporting Staff including miscellaneous & administrative charges	
a.	Resettlement and Livelihood Restoration, Social Expert	01
b.	Environmental Expert	01
c.	Health & Safety Expert	01
d.	Management Information System Officer	01
e.	Executive Assistants	01

<b>Total amount in figures:</b>	<b>Rs. 1,46,77,949/- (excluding GST)</b>
<b>Total amount in words:</b>	Rupees One Crore Forty – Six Lakh Seventy – Seven Thousand Nine Hundred and Forty - Nine only.

**Note:**

1. The Consultant shall quote the amount excluding GST in Karnataka Public Procurement Portal (KPPP) only.
2. The Consultant shall quote all rates inclusive of all charges/ duties, 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., and exclusive of Goods and Services Tax (GST).

3. The Financial Proposal shall be read in conjunction with the all the section of the tender.
4. The amount for various items in Financial Proposal shall be quoted in Indian Rupees both in figures & in words and as per the procedure mentioned in KPPP portal.
5. The whole cost of complying with all the provisions of the Contract is deemed to have been included in the quoted amount.
6. The Tenderer may please note that, to perform this contract, nothing extra will be payable on account of field constraints, preparation of detailed scheme/ plans, for taking necessary approvals from all the concerned. The quoted value shall include the cost of all these items/aspects.
7. The Tenderer's offer shall be inclusive of all taxes and duties payable by them, labour cess and any other cess, levies etc. GST, Income Tax, and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the Income Tax Act and any other acts in force and in accordance with instructions issued by the Authorities on this behalf, from time to time.
8. The Engineer may, in any payment certificate, make any correction or modification that should have been reflected in any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Employer's/Engineer's acceptance, approval, consent or notice of no-objection to any of the documents of the contractor or to (any part of) the works.

#### 4B. Payment Schedule

SN	Description of Milestone	Fee (in %)
1	Submission of Inception reports/ Detailed Method Statement(s)/ Submission of Approach & Methodology	7.5%
2	E&S Monitoring/ Evaluation Reports including Compliance Reports and Corrective Statement (Corridor wise*)	
	(i) Acceptance of report during Construction Phase (4 years & Half yearly period)	5% each i.e., 40%
	(ii) Acceptance of report during Operation Phase (1 year & Yearly period)	7.5%
3	Mid term RAP Audit Report (Corridor wise*)	5% each i.e., 20%
4	Final term RAP Audit Report (Corridor wise*)	5% each i.e., 20%
5	End of Project Report	5%
<b>Total</b>		<b>100%</b>

\*Corridor includes respective Maintenance Depot & its associated facilities

--00--00--00--

# **SECTION-5**

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

## Table of Contents

<b>Sr. No.</b>	<b>Description</b>	<b>Page No</b>
<b>1</b>	<b>General Information</b>	
1.1	Project Background	70
1.2	Scope of Work	72
1.3	Applicable Standards	74
<b>2</b>	<b>Detailed Scope of Work</b>	
2.1	Assumptions	76
2.2	Scope	76
2.3	Main Tasks	76
<b>3</b>	<b>Assignment Management</b>	
3.1	Communication Protocol	79
3.2	Information Gathering and Review	79
<b>4</b>	<b>Deliverables</b>	80

## 1. General Information

### 1.1. Project Background

Bangalore, officially known as Bengaluru, is the capital and the largest city of the Indian State of Karnataka with significant population growth in the past few years: The current metro area population of Bangalore in 2022 is 13,193,000, a 3.35% increase from 2021. Bangalore is the third most populous city and fifth most populous urban agglomeration in India.

Bangalore is widely regarded as the "Silicon Valley of India" (or "IT Capital of India") because of its role as the Nation's leading Information Technology (IT) exporter. Indian and international technological organizations are headquartered in the city. A demographically diverse city, Bangalore is the second fastest-growing major metropolis in India. Recent estimates of the metro economy of its urban area have ranked Bangalore either the fourth- or fifth-most productive metro area of India. It is home to many educational, research, science and technology institutions. Many Government owned aerospace and defence organizations are located in the city. The city also houses the Kannada film industry and is a hub of sporting events. It was ranked the most liveable Indian city with a population of over a million under the Ease of Living Index 2020.

Transport in Bangalore consists of several modes such as Bengaluru Metropolitan Transport Corporation (BMTC) buses, Namma Metro rail services, taxis and auto rickshaws. At the end of the 2018–19 financial year, Bangalore had more than 80 lakh (i.e. 8 million) vehicles registered in the city, the most in India after Delhi<sup>1</sup>. Over 55 lakh two-wheelers (motorcycles) and 15 lakh cars together make up for close to 85 percent of the vehicles<sup>2</sup>. In 2018, Bangalore was reported to have the second highest number of two-wheelers in the country<sup>3</sup>. App based rental motorcycles, bicycles and cars are also available for commuting.

The population of Bengaluru has been growing fast, with the number of vehicles also increasing; especially in the last two decades two wheelers and four wheelers. In the absence of adequate public transport system, people are using personalized modes, which is not only leading to congestion on a limited road network but also increasing environmental pollution. An average citizen of Bengaluru spends more than 240 hours stuck in traffic every year. Such delays result in loss of productivity, reduced air quality, reduced quality of life, and increased costs for services and goods.

To overcome this issue, Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), was incorporated as a Joint Venture between Government of Karnataka and Ministry of Railways, to develop the Bengaluru Suburban Railway Project (BSRP), a new Suburban Railway Project envisaging construction of 4 dedicated rail corridors (see Figure on next) in a period of 6 years. It will link Bengaluru to its satellite townships, suburban, surrounding areas and provide a mass rail based rapid transit system. Anticipated ridership of this project is 1.4 million passengers per day. Following is the key features of the Bengaluru Suburban Railway Project (BSRP).

---

<sup>1</sup> *The Hindu*. 1 April 2019. Retrieved 15 October 2019.

<sup>2</sup> *Deccan Herald*. Retrieved 15 October 2019.

<sup>3</sup> *The Times of India*. Retrieved 17 October 2019.

### Key Features of the Project

Sr. No.	Item Description	Corridor 1		Corridor 2	Corridor 3		Corridor 4		
		KSR Bengaluru City to Devanahalli	Airport Line	Baiyappanahalli Terminal to Chikkabanavara	Kengeri to Cantonment	Cantonment to Whitefield	Heelalige to Rajanukunte		
1.	Length of Corridor (Km)	41.43	5.95	28.72	18.47	17.05	47.74		
2.	Length of Elevated Section (Km)	18.98	3.55	9.25	10.40	0.00	9.48		
3.	Length of At - Grade Section (Km)	22.42	2.40	19.47	8.07	17.05	38.27		
4.	Number of Stations	15	2	15	9	5	23		
5.	No. of Elevated Stations	8	2 (cut & cover)	3	3	0	3		
6.	No. of At-Grade Stations	7		10	5	5	16		
7.	No. of Future Stations	0		2	1	0	4		
8.	No. of Interchange Stations	3	Airport Line	2	1	Quadrupling Section (17.05 km)	1		
9.	No. of Existing ROB on the Corridor	10		6	3		6		
10.	No. of Existing FOB on the Corridor	6		3	5		0		
11.	No. of Existing LCs on the Corridor	10		11	3		11		
12.	No. of Level Crossings Converted to RUB/ROB	1		2	1		2		
13.	No. of Existing LCs to be Eliminated in At- Grade locations	6		7	1		11		
14.	No. of LCs Where Suburban Track is Elevated	3		3	1		1		
15.	Private Land Required (Vacant / Built-up), Ha	4.90		2.07	8.30		16.31		
16.	Private Land Required						25.21		

Sr. No.	Item Description	Corridor 1	Corridor 2	Corridor 3	Corridor 4
	for Depots (Devanahalli and Soladevenahalli), Area in Ha				
17.	Temporary Land Requirements	The EPC contractor will identify temporary land requirements for workers camps, stores, yards, etc. and enter into rental/ lease agreements with landowners. These lease agreements will be submitted to the Promoter. Presently, the designs are under process, once these are approved, temporary land requirement for working space will be assessed, impacts due to such temporary land requirement will be included in the respective RAPs.			

(FOB: Foot Over Bridge; RUB / ROB: Road Under Bridge / Road Over Bridge; LC: Level Crossing)

Source: SIA Report



BSRP

Map\_25.11.23.pdf

## 1.2. Scope of Work Objective

### 1.2.1. Environmental and Social (E&S) Assessments Undertaken to Date

For the implementation of Bangalore Suburban Railway Project (BSRP), K-RIDE, the Employer has secured financing contributions from the two international funding institutions / agencies i.e., Kreditanstalt fuer Wiederaufbau (KfW) and European Investment Bank (EIB). KfW is the promotional funding institution of the German Government and EIB is the financing institution of the European Union. These agencies have previously supported large transportation infrastructure projects in India.

The funding agencies have undertaken Environmental and Social Due Diligence of BSRP as part of their appraisal based on KfW's Environmental and Social Standards (2023) and EIB's Environmental and Social Standards (2022). Compliance by the Employer with national and local regulations, along with KfW and EIB requirements is a condition of the financing Agreements. The findings from the due diligence process are found in an Environmental Impact Assessment (EIA) and Social Impact Assessment (SIA), which were prepared by M/s iDeCK, with the SIA also containing a Resettlement Framework to be used as a basis for managing all project related displacement going forward.

The EIA was undertaken in compliance with Indian Standards and the guidelines of World Bank & European Investment Bank viz., Environment and Social Standards (ESS), Guidance Notes, General Environment, Health & Safety (EHS) Guidelines & Railway EHS Guidelines of World Bank Group etc. to ensure Good Practices in Health, Environment and Safety Management. The objective of the EIA was to ensure that anticipated adverse impacts on natural, physical and social environment likely to accrue on account of proposed project interventions are evaluated / assessed adequately and addressed through appropriate mitigation measures incorporated / integrated into the design and execution of works.

The SIA and Resettlement Policy Framework (RPF) report has been prepared based on the Detailed Feasibility Report (DFR) prepared in 2019 by technical consultant M/s RITES, with detailed design currently being reviewed by K-RIDE. The alignment and designs are being finalized priority wise, i.e., Corridor 2 First Priority, Corridor 4 Second Priority, Corridor 1 Third Priority and Corridor 3 Fourth Priority. BSRP alignments are predominantly



located within the Railway / Government land along the existing railway line (the required land standard width for BSRP is 16.5 meters), but in certain locations (wherever Railway land is not sufficient to accommodate the design) acquisition of private lands are required. BSRP also passes through areas of State land that are occupied by informal settlers, a notified slum and commercial areas affecting businesses (both formal and informal). Out of the four project corridors, the land acquisition plan has been prepared for Corridor -2 and the land acquisition plans for the remaining corridors are in process. The land acquisition estimates are based on the DFR prepared by the M/s RITES for Corridor 1, 3 and 4 and the details obtained from the land acquisition team of K-RIDE for Corridor 2. The exact ownership for Corridors 1, 3 and 4 would be identified only after the preparation of the land acquisition plan. Based on present data, 46.43 Ha private land will be acquired for the Project. The details of the land requirements, project affected structures, PAHs and PAPs of all the four corridors are given below in the Table. K-RIDE is in the process of developing/expanding four corridor wise RAPs in line with the SIA-RPF. This is required to accommodating the different construction schedules for each of the four corridors and thus ensure timely implementation and land access.

Table: Details of the Land Requirements, Project Affected Structures, PAHs and PAPs

SN	Impact	Corridor-1	Corridor-2	Corridor-3	Corridor-4	Total
1	Land Requirements					
a	Private Land (in Sqm)	49457	286555	84098	163652	<b>583762</b>
<b>2</b>	<b>Total Structures/buildings Affected</b>					
a	Affected structures/buildings – details received/ provided	51	274	66	66	<b>457</b>
b	Affected Common Property Resources	1	15	6	5	<b>27</b>
c	Affected structures/buildings – details not received/ provided*	33	0	63	69	<b>165</b>
	<b>Total</b>	<b>85</b>	<b>289</b>	<b>135</b>	<b>140</b>	<b>649</b>
<b>3</b>	<b>Project Affected Households</b>					
a	Affected PAH – Owners	94	267	106	150	<b>617</b>
b	Affected PAH – Tenants	11	156	31	30	<b>228</b>
c	Affected Households details not received/ provided*	33	0	63	69	<b>165</b>
	<b>Total</b>	<b>138</b>	<b>423</b>	<b>200</b>	<b>249</b>	<b>1010</b>
4	Number of displaced employees	9	11	27	17	<b>64</b>
5	Affected buildings of Titleholder	44	196	65	66	<b>371</b>
6	Affected buildings of Non-Titleholder	7	78	1	0	<b>86</b>

7	Affected Residential Buildings	46	177	48	61	<b>332</b>
8	Affected Commercial Buildings	4	54	14	5	<b>77</b>
9	Affected Resi/Comm Buildings	1	43	4	0	<b>48</b>
10	Affected Vulnerable PAHs	47	116	46	8	<b>217</b>

\*Details are not available due to houses were closed / owners were not willing to provide details / owners were not available.

K-RIDE will hire an external agency to implement the four Resettlement Action Plans, Gender Action Plan, Environmental and social Action Plan, Environmental Monitoring Plan, and the Financing agreement provisions (including Environmental & Social Commitment Plan) with respect to environmental and social impact and risk management during the construction, operation and maintenance stages of BSRP and in compliance with applicable Environmental Regulatory Framework.

### 1.2.2 Scope of Assignment

K-RIDE (the 'Promoter') retains responsibility for implementation of Safeguard Provisions set out in loan agreements and is hiring an Implementation Consultant to develop and implement the Project Environmental and Social Management Plans (ESMP) based on the approved reports of EIA & SIA. The Implementation Consultant will also execute the Environmental and Social Management Plan, develop and implement the Corridor specific Resettlement Action Plans (RAPs) and perform the other E&S related requirements of the loan agreements.

The EIB seeks commitments from the Promoter that: (i) all Project related E&S documentation aligns with the relevant standards; (ii) E&S standards are included in tender documents for main work contracts; (iii) implementation of the ESMP, RAP, SEP and Gender Action Plan is in accordance with relevant standards; (iv) displacement is not conducted prior to disbursement of entitlements as per the RAP; and (v) relevant E&S standards on monitoring and reporting are complied with.

Therefore, the scope of this assignment is for a qualified and experienced External E&S Monitoring Consultant (ESMC) or the 'E&S Consultant' to perform the Assignment described below on behalf of Lenders for the periodic monitoring and reporting on delivery of the ESMP, RAP, SEP and Gender Action Plan.

### 1.3 Applicable Standards

The Implementation Consultant for the Employer shall furnish outcomes conforming with the Environmental and Social Requirements for the Project, which comprises but not limited to the following:

- Conditions of permits and clearances.
- Relevant policies of Government of Karnataka, Government of India, and National / State Environmental, Occupational Health and Safety and Labour Laws and Regulations and Indian Railways Guidelines.
- World Bank Environmental and Social Standards (ESS) and Guidance Notes.
- EIB Environmental and Social Standards.

- World Bank Group EHS General Guideline and Guideline for Railways.
- ILO Fundamental Conventions.
- IFC Guidance “Workers’ Accommodation, Processes and Standards”.
- EHS Provisions included in tenders for procurement of works and goods.

## 2 Detailed Scope of Work

### 2.1 Assumptions

Key assumptions include:

- The ESMC will report directly to K-RIDE and the lending agencies.
- Actual Project implementation is in accordance with planned schedule; and
- Satisfactory cooperation by the Promoter and its contractors and suppliers, in particular in relation to implementation of agreed corrective measures.

### 2.2 Scope

The scope of the work extends to all four corridors, stations & Maintenance Depots shown in the BSRP map in Part-A and all other associated locations & facilities, may it be permanent or temporary, viz., depots, substations etc. In addition to this, the scope shall further extend to any future stations, structures, major & micro depots, buildings, substations, camps, casting yards, storage and laydown areas, access roads, borrow or dumping areas, afforestation sites, resettlement sites planned, etc. as part of the Project during the work.

### 2.3 Main Tasks

#### 2.3.1 Task 1: Assignment Preparation

The Consultant shall prepare a detailed method statement on how work will be delivered based on the following activities:

- Review the above mentioned social and environmental management plans (SMP, EMP, RAP / R&R Plan, SEP and Gender Action Plan).
- Review and verify the accuracy, breadth, depth, and relevance of environmental / social/ health and safety monitoring information provided by the General Consultant / K-RIDE in progress reports to KfW and EIB with regard to the implementation of social and environmental management plans.
- Conduct an initial call with relevant stakeholders including K-RIDE, EIB/KfW to discuss project status, reporting outputs and the key elements of the assignment.
- Conduct an initial site visit to that includes all elements of the project scope (including casting yards, labour camps etc), interviews with workers, contractors, project affected people (PAPs subject to R&R measures), local officials and other stakeholders.
- Drafted necessary standard forms and templates for the performance of this assignment, including reporting templates, recording of engagement activities and any other relevant standard forms.
- Review current staff inputs, and whether these are sufficient to fulfil the assignment; and
- Determine whether provisions (mitigation, monitoring, reporting, functioning of the grievance redress mechanism, etc.) are being conducted in a meaningful and timely manner and in accordance with the budget identified in the respective management plans. ESMC will also review updated management plans.

#### 2.3.2 Task 2: Monitoring Reporting

The ESMC shall periodically prepare reports assessing project compliance with the measures set out in the project documentation and compliance with the relevant standards. This will include undertaking the following activities:

- Review of relevant documentation, reports and surveys prepared by the Promoter and its contractors and suppliers.
- Site visits to all relevant areas within the defined project scope every six months during construction to assess project progress, including interviews of key stakeholders such as the Promoter, PAPs, Contractors and relevant government agencies. Representatives of Lenders may join monitoring missions from time to time.
- Follow up meetings with relevant stakeholders following the site visit and inclusion of discussion outcomes in monitoring reports.
- Where possible, participation as observer in relevant review meetings, both within the Promoter and between the Promoter and other relevant bodies, in particular district administration; and
- Verification, on a random sample basis, of the process followed for the finalization of entitlements and the provision of compensation prior to displacement. Verification of this process will be cross checked with PAP during the period site visits.
- Prepare monitoring reports following each visit including presentation of findings / observations and indication of significance of non-conformance in case it occurs, action points and recommendations for corrective action / improvement as needed. The report shall also include a follow-up of previously identified issues and the status of issue closing. Further, in case of any significant changes in project since previous visit, recommend necessary E&S related actions. The experts will also report on accidents or incidents occurred and measures undertaken to prevent re-occurrence, on status of resolution of grievances and any negative public/press attention.

### **2.3.3 Task 3: Corrective Action Planning**

If areas of non-compliance are found during a reporting period, the ESMC shall prepare a Corrective Action Statement and Plan to present information on the non-compliance and provide guidance on what actions are required to address it. This shall include the following:

- Review of earlier compliance to the findings/ observations, if any.
- Provide information on the nature, timing, severity and impact of the non-compliance (potential or realised).
- Identify whether the non-compliance is a one-off issue or part of a broader failure.
- Identify who within the project structure is responsible for the non-compliance and link it to commitments made in project E&S documentation.
- Proposed corrective measure including timing, responsibility and means of verification.
- The Corrective Action Statement and Plan shall be prepared by the Consultant after due consultation with the relevant parties. The Promoter shall subsequently implement the measures or make its best efforts to ensure others under its control implement the measures.

### **2.3.4 Task 4: Provision of Ad Hoc Advice**

It is expected that the ESMC will provide ad hoc advice to both the Promoter and EIB/KfW. The aim of this is to assist in the implementation of project documents (ESMP, RAP, SEP and Gender Action Plan) or in addressing any non-compliances. It is expected that this advice may concern the following topics:

- Content of Project documents and alignment with E&S requirements.
- Implementation arrangements and issues with the delivery of specific measures.

- Stakeholder engagement activities and issues with contacting stakeholders or completing commitments laid out in the SEP.
- Monitoring, reporting and evaluation measures.
- Complaints and disputes, including proposed resolution of grievances and follow up actions.

### **2.3.5 Task 5: Evaluation of RAP implementation**

The Consultant will carry out two assessments, per corridor-wise RAP; a mid-term evaluation and a final RAP Audit, on the functioning of the resettlement implementation and provide feedback on the effectiveness and compliance with the RAP(s). The assessments shall be prepared on the basis of internal verification of reports, site visits, stakeholder interviews and a random sample of affected households. The assessment shall document, inter alia:

- PAPs knowledge and concerns regarding the resettlement process, their entitlements and rehabilitation measures.
- Type of grievance issues and the functioning of grievance redress mechanisms.
- Whether the standards of living of the PAPs have improved or been maintained.
- Provision and adequacy of income restoration measures.
- Lessons learned, good practices in implementation; and
- Remedial measures as necessary.

The timing, sample size and report format for the corridor-wise RAP(s) evaluations (mid-term evaluation and final audit) shall be documented in the detailed method statement to the satisfaction of K RIDE and the lenders. It is expected that the first evaluation will be about halfway through implementation of the corridor-wise RAP(s) and second maximum one year after end of the conclusion of the corridor-wise RAP(s). The consultant is expected to develop corridor/section wise evaluations to ensure timely review and redressal.

Regarding the sample size:

- Mid term evaluation: 10% of private landowners losing vacant land parcels and statistically representative sample for affected households losing business/place of residence (formal business, squatters, kiosks/mobile vendors) and those experiencing temporary displacement (slum dwellers)
- Final RAP Audit: 10% of private landowners losing vacant land and full list of affected households (all categories).

## **3. Assignment Management**

### **3.1. Communication Protocol**

The ESMC shall communicate directly with K-RIDE, the Implementation Consultant, the Project Executive Agencies and any other relevant parties on a regular basis and will be expected to be provided with information on request. This includes details the present status of the project, project components, available documents, and to specify information needs for conducting the assignment.

Before every periodic site visit, the ESMC shall hold a meeting (virtual via VC as practicable) with K-RIDE and the Implementation Consultant to clarify information needs, timelines and schedule for the site visits.

Following each site visit and the delivery of the latest monitoring report, the ESMC will be available to conduct a call with K-RIDE, the Implementation Consultant, the Project Executive Agencies, EIB, KfW and any other relevant parties to discuss findings and expected next steps. This is detailed in Section 4.1.1 below.

### **3.2. Information Gathering and Review**

The Promoter will make information and documentation available to the ESMC in a timely manner and allow access to the project site. The Promoter will facilitate contact with relevant stakeholders when needed and where necessary support in the collection of additional data where necessary.

The ESMC will have access to the following as a minimum:

- Detailed Project Report or Feasibility Report;
- E&S Provisions of Funding Agreements;
- Environment & Social Impact Assessment Reports;
- Environment & Social Management Plans;
- Environmental & Social Implementation Reports;
- Health and Safety Implementation Reports;
- Compensation & Resettlement Policy; and
- Other project-relevant document available with, The Employer, General Consultant & Project Executive Agencies (eg. ESHS Provisions of Tender Documents, Contractors EMP and OHS Plans; Health and Safety Reports, Worker Grievance logs, Land and Compensation records, agreements etc.).

The ESMC shall also be expected to review internet-based information available with regard to the project in order to build an understanding of project reputation, opinions with respect to the project development and information on the progress of the project which are disclosed to the external stakeholders. This is a live task and shall be carried out during the entire duration of the project. This will act as a tool during the assessments.

### **3.3. Logistics and timing**

The ESMC is expected to complete the majority of the tasks set out in this ToR in their main office location with occasional visit to the project site, offices of Implementation of RAP Consultant, K-RIDE and the premises of any other relevant stakeholders as necessary.

The ESMC shall mobilize a team of competent Environmental and Social Experts beginning in Q4 2024. During the construction period, half yearly site visits and reporting is foreseen. During operation, the ESMC shall undertake annual visits during the first year of Operation. The ESMC will not be involved in day-to-day project implementation or supervision. The assignment is expected to be completed in Q4 2029.

## **4. Deliverables:**

### **4.1.1. E&S Reporting and Presentation of Findings**

During the construction period, monitoring visits will be made every 6 months, thereafter once a year for the first year of operation. At the end of each monitoring visit, the ESMC shall present key findings and areas of concern (Power-Point presentation) at a close-out meeting with K-RIDE and the General Consultant. Close-out presentation will be shared with Lenders.

The ESMC shall prepare an Environmental and Social Monitoring Report after every monitoring visit.

The periodical report shall include details on the following:

- Summary and key findings
- Report period and context
- Summary of Project Status (incl. significant changes)
- Regulatory Compliance
- Compliance with Internationals Standards, Guidelines of the funding agencies
- Implementation Status of Environment & Social Management Plan, Resettlement Action Plan, Compensation & Resettlement policy, Livelihood Restoration plan etc.
- Energy & Resource Usage
- Air & Noise Emissions/ Wastes/ Effluents Monitoring
- Environmental Monitoring Program and Results of Ambient Monitoring
- Status of Human Resources Management (K-RIDE, Consultants, Contractors)
- Occupational Health and Safety (kex figures, trainings etc.)
- Accidents / Incidents
- Complaints, Grievances and redressal
- Stakeholder Engagement Activities/ Corporate Environmental & Social Responsibility/ Community Development Activities
- External Attention (related to E&S matters in Media, NGO)
- Close out status of previously identified corrective actions
- Recommendations for improvements, Corrective Actions
- Corrective Actions tracker (follow-up from previous findings)

The ESMC shall submit the Monitoring Report for review by the Promoter and Lenders who will have 10 working days to provide feedback on the report. It is expected that the ESMC will reply to and address any comments submitted as part of this review and submit a final Monitoring Mission Report (Word and PDF) including a track change record after receipt of comments of K-RIDE and Lenders.

Within 15 days of completion of the assignment, the ESMC will submit to the Promoter and Lenders the Assignment Completion Report, which will include the following:

- A summary of the services performed during the Assignment with reference to the tasks/deliverables set out in this Terms of Reference, including any changes to the tasks/deliverables incurred during the course of the Assignment.
- A statement summarising the various difficulties encountered and an evaluation of the impact of the above-mentioned difficulties in terms of the project itself, total cost for the Assignment and deadlines.
- The Assignment Completion Report prepared by the Consultant is to be sent in an electronic version to the attention of the Promoter and Lenders. The Promoter and Lenders will have 10 working days to



examine and approve the Assignment Completion Report. Should the Assignment Completion Report be rejected, the Consultant will be required to re-submit the Assignment Completion Report within 5 working days following the rejection, completed and adequately amended.

#### 4.1.2. Resettlement Evaluation Results Reports

The mid-term evaluation will be prepared about halfway through implementation of the corridor-wise RAP(s) and the Resettlement Audit one year after end of the conclusion of each corridor-wise RAP.

#### 4.1.3. Summary of Deliverables

The deliverables described in Section 4.1.1 and 4.1.2 should be delivered in accordance with the following timetable/ timeframe:

Item	Title	Relevant Task	Timeframe								
1	Submission of Inception reports/ Detailed Method Statement(s)/ Submission of Approach & Methodology	Task 1	Within one month of commencement								
2	E&S Monitoring/ Evaluation Reports including Compliance Reports and Corrective Statement (Corridor wise) including Ad hoc deliverables	Task 2, 3, & 4	Within end of every six months from the date of submission of item (1) above								
3	Mid term RAP Audit Report (Corridor wise)	Task 5	On mid term of Resettlement in every Corridor. Tentative dates are as follows: <table border="1"> <tr> <td>Corridor – 1</td> <td>Q2/2025</td> </tr> <tr> <td>Corridor – 2</td> <td>Q1/2025</td> </tr> <tr> <td>Corridor – 3</td> <td>Q4/2025</td> </tr> <tr> <td>Corridor – 4</td> <td>Q1/2025</td> </tr> </table>	Corridor – 1	Q2/2025	Corridor – 2	Q1/2025	Corridor – 3	Q4/2025	Corridor – 4	Q1/2025
Corridor – 1	Q2/2025										
Corridor – 2	Q1/2025										
Corridor – 3	Q4/2025										
Corridor – 4	Q1/2025										
4	Final term RAP Audit Report (Corridor wise)	Task 5	After completion of Resettlement in every Corridor. Tentative dates are as follows: <table border="1"> <tr> <td>Corridor – 1</td> <td>Q1/2026</td> </tr> <tr> <td>Corridor – 2</td> <td>Q3/2025</td> </tr> <tr> <td>Corridor – 3</td> <td>Q3/2026</td> </tr> <tr> <td>Corridor – 4</td> <td>Q1/2026</td> </tr> </table>	Corridor – 1	Q1/2026	Corridor – 2	Q3/2025	Corridor – 3	Q3/2026	Corridor – 4	Q1/2026
Corridor – 1	Q1/2026										
Corridor – 2	Q3/2025										
Corridor – 3	Q3/2026										
Corridor – 4	Q1/2026										
4	End of Project Report	All tasks	One month before contract closure								

# **SECTION -6**

## **Standard Forms of Contract**

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

**between**

---

**[Name of Employer]**

**and**

---

**[Name of Consultants]**

**Dated:**

## CONTENTS

SI No.	DESCRIPTION	Page
<b>I</b>	<b>FORM OF CONTRACT</b>	<b>87</b>
<b>II</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	
<b>1</b>	<b>General Provisions</b>	
1.1	Definitions	89
1.2	Law Governing the Contract	90
1.3	Language	90
1.4	Notices	90
1.5	Location	91
1.6	Authorized Representatives	91
1.7	Taxes and Duties	91
<b>2</b>	<b>Commencement, Completion, Modification, and Termination of Contract</b>	
2.1	Effectiveness of Contract	91
2.2	Commencement of Services	91
2.3	Expiration of Contract	91
2.4	Modification	91
2.5	Force Majeure	92
2.5.1	Definition	92
2.5.2	No Breach of Contract	92
2.5.3	Extension of Time	92
2.5.4	Payments	92
2.6	Suspension	92
2.7	Termination	92
2.7.1	By the Employer	92
2.7.2	By the Consultants	93
2.7.3	Cessation of Rights and Obligations	93
2.7.4	Cessation of Services	94

<b>SI No.</b>	<b>DESCRIPTION</b>	<b>Page</b>
2.7.5	Payment upon Termination	94
2.7.6	Disputes about Events of Termination	94
<b>3</b>	<b>Obligations of the Consultants</b>	
3.1	General	94
3.2	Conflict of Interest	94
3.2.1	Consultants Not to Benefit from Commissions, Discounts, etc.	94
3.2.2	Procurement Rules of Funding Agencies	95
3.2.3	Consultants and Affiliates Not to engage in certain Activities	95
3.2.4	Prohibition of Conflicting Activities	95
3.3	Confidentiality	95
3.5	Accounting, Inspection and Auditing	95
3.6	Consultants' Actions Requiring Employer's Prior Approval	96
3.7	Reporting Obligations	96
3.8	Documents Prepared by the Consultants to be the Property of Employer	96
3.9	Equipment and Materials Furnished by the Employer	96
<b>4</b>	<b>Consultants' Personnel and Sub-consultants</b>	
4.1	General	96
4.2	Description of Personnel	96
4.3	Approval of Personnel	97
4.5	Removal and / or Replacement of Personnel	97
4.6	Resident Project Manager	97
<b>5</b>	<b>Obligations of the Employer</b>	
5.1	Assistance and Exemptions	98
5.2	Access to Project site	98
5.4	Payment	98
<b>6</b>	<b>Payments to the Consultants</b>	
6.1	Cost estimates; Ceiling amount	98
6.2	Remuneration and Reimbursable Expenditures	99

<b>SI No.</b>	<b>DESCRIPTION</b>	<b>Page</b>
6.3	Currency of Payment	99
6.4	Mode of Billing and Payment	99
<b>7</b>	<b>Settlement of Disputes</b>	
7.1	Amicable Settlement	100
7.2	Dispute Settlement	100
<b>III</b>	<b>PARTICULAR CONDITIONS OF CONTRACT</b>	<b>100 – 112</b>
	<b>APPENDICES.</b>	
	Appendix A - Description of the Services	113
	Appendix B - Reporting Requirements	114
<b>IV</b>	Appendix C - Key Personnel and Sub-consultants	115
	Appendix H - Form of Contract Performance Security	121
	Appendix J - Form of Consultants Services	125
	Appendix L – Form of Bank Guarantee for Security Deposit	128

## I. FORM OF CONTRACT

### TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2024\_\_\_\_, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Employer") 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 "Employer") and, on the other hand, liable to the Employer for all the Consultants' obligations under this Contract, namely, \_\_\_\_\_ (hereinafter called the "Consultants.")"]

#### WHEREAS

- (a) the Employer 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 Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GC");
  - (b) The Particular Conditions of contract (hereinafter called "PCC");
  - (c) The following Appendices:
    - Appendix A — Description of services
    - Appendix B — Reporting Requirements
    - Appendix C — Key Personnel and Sub-consultants
    - Appendix D — Services and Facilities to be provided by the Employer
    - Appendix E — Cost Estimates in Indian Rupees
    - Appendix F — Form of Bank Guarantee for Advance Payments
    - Appendix G — Format for Performance Security
    - Appendix H — Form of Contract Performance Security(BANK GUARANTEE)
    - Appendix I — Contract for Consultant's Services
    - Appendix J — Form of Consultants Services Time Based
    - Appendix K — Form of Contract Agreement
2. The mutual rights and obligations of the Employer 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 Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF EMPLOYER]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(Authorized Representative)

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

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

[Name of Member]

By

(Authorized Representative) [Name of Member]

By

(Authorized Representative)



## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b) "Employer" means [the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
- c) "Consultant" means a legally-established professional consulting firm or entity selected by the Employer to provide the Services under the signed Contract.
- d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- g) "GC" means these General Conditions of Contract;
- h) "Government" means the Government of Karnataka;
- i) "Local currency" means Indian Rupees;
- j) "Partner", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Partners" means all of these entities; 'Lead Partner' means the entity specified in the PCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Employer under this Contract.
- k) "Party" means the Employer or the Consultants, as the case may be, and Parties means both of them;
- l) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a).
- m) "PCC" means the Particular Conditions of Contract by which these General Conditions of Contract may be supplemented which supersedes GCC;
- n) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- o) Deleted

- p) "Third party" means any person or entity other than the parties engaged for the said work..
- q) "Bank" means the Funding Agency, if applicable.
- r) "Recipient" means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- s) "Day" means a working day unless indicated otherwise and "Week" means any day starting from Monday to Saturday.
- t) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, or JV partner(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. Also, any personnel from Third Party engaged by the Employer.
- u) "Foreign Currency" means any currency other than the currency of the Employer's country.
- v) Deleted
- w) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal and during the contract period as approved by the Employer.
- x) "Graduate" means a Bachelor's degree holder such as BE/BTech or Equivalent as specified in this document.
- y) "Post Graduate" means a Master's degree holder such as ME/MTech/MS or Equivalent as specified in this document.

## 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. Also, Local language as specified in this document.

## 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 through e-mail to the Party to whom the communication is addressed.

## 1.5 Location

The Services shall be performed at such locations as are specified in PCC and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Employer 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 Employer or the Consultants may be taken or executed by the officials specified in the PCC.

## **1.7 Taxes and Duties**

- 1.7.1 The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price and the Employer shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- 1.7.2 The applicable GST will be paid to the consultant along with the payment of bills. The Consultant is required to submit the proof of payment of GST along with the invoice of the succeeding payment, without fail. This procedure will be followed up to penultimate bill. In the final bill, the Consultant shall pay the applicable GST and then submit the claim along with the proof of payment for reimbursement.

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

The Consultants shall begin carrying out the Services immediately after the date the Contract becomes effective, or at such other date as may be specified in the PCC.

### **2.3 Expiration of Contract**

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

### **2.4 Modification**

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

### **2.5 Force Majeure**

#### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract

impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

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

### **2.5.3 Extension of Time**

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

### **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 Employer 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 from the date of issue of such notice. .

## **2.7 Termination**

### **2.7.1 By the Employer**

The Employer 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 Employer 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 Employer 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 Employer, 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 Employer, 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 Employer 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 Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within Ninety (90) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants' notice specifying such breach;
- c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (90) days.

### **2.7.3 Cessation of Rights and Obligations**

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

- (i) Such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (ii) The Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and
- (iii) Any right which a Party may have under the Applicable Law.

### **2.7.4 Cessation of Services**

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

prepared by the Consultants, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

### **2.7.5 Payment upon Termination**

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

- (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 paragraph above of Clause 2.7.1, payment of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **2.7.6 Disputes about Events of Termination**

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

## **3 Obligations of the Consultants:**

### **3.1 General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with 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 Employer on the procurement of goods, works or services, the Consultants shall comply with any applicable guidelines

of the funding agencies and shall at all times exercise such responsibility in the best interest of the Employer.

### **3.2.3 Consultants and Affiliates Not to engage in certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

### **3.2.4 Prohibition of Conflicting Activities**

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

- (a) During the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the PCC.

## **3.3 Confidentiality**

The Consultants 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 Employer's business or operations without the prior written consent of the Employer.

## **3.4 Insurance to Be Taken out by the Consultants**

Deleted

## **3.5 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases there of (including such bases as may be specifically referred to in the PCC); (ii) shall permit the Employer 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 Employer.

## **3.6 Consultants' Actions Requiring Employer's Prior Approval**

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

- (a) Appointing any Personnel not listed by name in Appendix C ("Key Personnel"), and
- (b) Any other action that is specified in the **PCC**.

## **3.7 Reporting Obligations**

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

### **3.8 Documents Prepared by the Consultants to Be the Property of the Employer**

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

### **3.9 Equipment, Vehicles and Materials Furnished by the Employer**

Deleted

## **4 Consultants' Personnel**

### **4.1 General**

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

### **4.2 Description of Personnel**

- a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C.
- b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Employer, 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 more, 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 Employer's written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

### **4.3 Approval of Personnel**

The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Employer. 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 Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such Resume, such Key Personnel shall be deemed to have been approved by the Employer.

#### **4.4 Working Hours, Overtime, Leave, etc.**

Deleted

#### **4.5 Removal and/or Replacement of Personnel**

- a) Except as the Employer 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 Employer (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 Employer's written instructions specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person, the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Project Manager**

Unless otherwise specified in the PCC, the Consultants shall ensure that at all times during the Consultants performance of the Services a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

### **5 Obligations of the Employer**

#### **5.1 Assistance and Exemptions**

Unless otherwise specified in the PCC, the Employer shall use its best efforts to request the Government to:

- a) Issue their 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 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 and Personnel any such other assistance as may be specified in the PCC.

#### **5.2 Access to Project site.**

The Employer 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 Employer 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 negligence of the Consultants or the Personnel or either of them.

### **5.3 Services, Facilities and Property of the Employer**

Deleted.

### **5.4 Payment**

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

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

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

- a) Deleted
- b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the PCC. The Consultants shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Remuneration Expenditures**

Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Employer shall pay the remuneration as set forth in Clause GC 6.2(b). If specified in the PCC, said remuneration shall be subject to price adjustment as specified in the PCC.

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

All payments will be made in Indian Rupees.

### **6.4 Mode of Billing and Payment**

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

- a) The Employer shall cause to be paid to the Consultants a payment as specified in the PCC, and as otherwise set forth below.

- b) The Itemized GST compliant Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Employer, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such period. Each periodical statement shall distinguish that portion of the total eligible costs.
- c) The Employer shall cause the payment of the Consultants within sixty (60) days after the receipt by the Employer of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Employer may add or subtract the difference from any subsequent payments. Interest at the rate specified in the PCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d) The **final payment** under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the Employer. Else , the Employer, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be returned by the Consultants to the Employer within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Employer for the return of payment must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.
- e) All payments under this Contract shall be made to the account of the Consultants specified in the PCC.

## 7 Settlement of Disputes

### 7.1 Amicable Settlement

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

### 7.2 Dispute Settlement

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

### III. PARTICULAR CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4.1	<p><b>The addresses are:</b></p> <p><b>Employer:</b>                      Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE),                      Samparka Soudha, 1<sup>st</sup>Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road,                      Rajajinagar 1<sup>st</sup> Block, Bengaluru -560 010                      Email: gmprocurement@kride.in</p> <p><b>Consultant:</b> _____                      Attention : _____                      Address : _____                      Facsimile : _____                      E-mail : _____</p> <p>Authority of Member in Charge <b>with</b> Phone and E-mail.                      (As per additional clause-6) _____</p>
1.5.2	<p>The Services shall be performed in Bengaluru &amp; the jurisdictions of K RIDE for the work of Bengaluru Suburban Railway Project</p>
1.6.2	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Employer:</b>                      General Manager, Procurement                      K-RIDE or any other person authorized by him on his behalf</p> <p><b>For the Consultant:</b>                      _____</p> <p><i>[Note: If the Consultant consists only of one entity, state "N/A"]</i></p>
Additional Para 1.7.3	<p><b>Change in the Applicable law related to Taxes and duties.</b></p> <p>If, after the date of this Contract, there is any change in the applicable law in the Employer's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price.</p> <p>The accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of proposal from:</p> <ol style="list-style-type: none"> <li>a. a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or</li> <li>b. in the judicial or official governmental interpretation of such laws of India;</li> </ol>

	<p>or</p> <p>c. the commencement of any Indian law which has not entered into effect until the date of submission of proposal; or</p> <p>d. any change in the rates of any of the Indian taxes that have direct effect on the contract</p> <p>If as a result of change in law, interpretation or rates of taxes defined above, Consultant benefits from any reduction in cost for the execution of the Contract, save and except as expressly provided for in this clause or in accordance with the provisions of the Contract, Consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify Employer of such reduction in cost and the contract price shall be adjusted accordingly as mentioned above.</p>
2.1.2	The contract will become effective on the date of agreement between the parties.
2.2.2	<b>Commencement of Services:</b> Immediately after the issuance of Letter of Acceptance by the Employer.
2.3	<b>Expiration of Contract:</b> The time period shall be 5 years  The Contract shall expire or determine on the completion of 5 (Five) years from the date as mentioned in clause 2.2.2. of PCC or as at clause 2.5.3. of PCC
<b>Force Majeure</b>  <b>2.5.1.1 Definition</b>	<p>No party will be responsible for any failure to perform due to causes beyond its reasonable control, including, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government Agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p>
<b>Additional Para</b> <b>2.5.5 Measures to be taken</b>	<p>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.</p> <p>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</p>

	<ul style="list-style-type: none"> <li>iii. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</li> <li>iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer, shall either: <ul style="list-style-type: none"> <li>a. Demobilize, in which case the consultant shall be reimbursed for additional cost they reasonably and necessarily incurred, and, if required by the employer, in reactivating the services; (or)</li> <li>b. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this contract. And be reimbursed for additional costs, reasonably and necessarily incurred.</li> </ul> </li> </ul> <p>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 setforth in this PCC.</p>
<p><b>Additional Para 3.1.2 General</b></p>	<p>Law Applicable to Services:</p> <ul style="list-style-type: none"> <li>i. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts comply with the Applicable Law and the Contract.</li> <li>ii. Throughout the term of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Employer's country when <ul style="list-style-type: none"> <li>a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or</li> <li>b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ul> </li> <li>v. The Employer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</li> </ul>
<p><b>Additional Para 3.2.1.2</b></p>	<p>The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Employer. Any</p>

	discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.
<b>Additional Para 3.2.4.2</b>	<b>Strict Duty to Disclose Conflicting Activities:</b> 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 the Employer, 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 the Contract.
<b>Additional Para 3.3.2</b>	Except with the prior written consent of the Employer, 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.
3.6 (c)	The other actions are: “Taking any action under the contract which has financial implications, for which the written approval of the Employer is required”
3.8.2	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Employer.
<b>Additional Para 3.8.1.</b>	<b>Proprietary Rights of the Employer in Reports and Records:</b> The Consultant shall not use the reports, relevant data, information such as maps, plans, drawings, specifications, designs, databases, diagrams, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Employer.
<b>Additional Para 4.2 (d)</b>	“Experts who are found to be in breach of the Employer’s Code of Conduct and their ESHS standards (e.g., spreading communicable diseases, sexual harassment, gender-based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Employer’s written request.”
<b>Additional Para 4.5.2</b>	i) In case substitution is requested by the Consultant/asked by the Employer for the Key Experts evaluated during the Technical Proposal, Consultant shall forthwith provide as a substitution, a person with equivalent or better qualifications and experience subject to the approval of the Employer. For others, the Consultant shall forthwith provide as a substitution, a person fulfilling the minimum requirements of age, qualification and experience in the relevant field of deployment as specified for similar category of Experts subject to approval of the Employer. ii) Total substitutions (including any first or subsequent substitutions) of Key

	<p>Experts by the Consultant (Team Leader) shall not exceed 2 per year. Beyond that, an amount equal to 5% of the remuneration of the balance deployment period of the substituted Key Expert position shall be deducted on each substitution from the payments. However, no deduction shall be made on the substitutions due to death or medical incapacity and also in case of substitution asked by the Employer. In case the project is completed within the targeted time line, the penalty levied here in shall be waived by KRIDE</p> <p>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. stated in the Additional Clause- 4.5.3. &amp; 4.5.4. below. If the Consultant fails to deploy a suitable substitute, deduction</p>
<b>Additional Para 4.5.3</b>	<p><b>Removal of Experts</b></p> <p>If the Employer finds that any of the Experts has committed serious misconduct or has been charged with having committed a criminal action, or if the Employer determines that a Consultant's Expert has engaged in Prohibited Practices while performing the Services, the Consultant shall, at the Employer's written request, provide a replacement</p> <p>In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Employer to be incompetent or incapable in discharging assigned duties, the Employer, specifying the grounds therefore, may request the Consultant to provide is placement.</p> <p>Any replacement of the removed Experts shall possess better qualifications and experience and shall be acceptable to the Employer</p>
<b>Additional Para 4.5.4</b>	<p><b>Replacement/Removal of Experts -Impact on payments</b></p> <p>Except as the Employer 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.</p>
4.6	<p>The role of Resident project Manager will be looked after by Team Leader. Hence No separate Resident Project Manager is required.</p>
5.1	<p>(a) Extend the required support to the Consultant , for the Experts, 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 Employer's country while carrying out the Services under the Contract.</p> <p>(b) Facilitate clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</p>
<b>Additional Para of 6.1</b>	<p>d) Payments under this Contract shall be in Indian Rupees</p>



<b>Additional Para of 6.2</b>	<p>b) The Employer shall pay to the Consultant based on the the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing;</p> <p>b) Unless the PCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.</p> <p>c) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of back stopping by home office staff not included in the Experts' list in Annexure 1 of terms of reference (iii) the Consultant's profit.</p>
<b>Additional Para 6.4 (f)</b>	<p>The Itemized Invoice: The Consultant shall have to submit its itemized statements as per the Payment Schedule only.</p>
<b>Additional Para 6.4 (g)</b>	<p>With the exception of the final payment under 6.4(d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder</p> <p>The details of manpower deployment i.e., the position, the numbers and man months given in the Terms of the reference are tentative. The Consultant and the employer shall together prepare a rolling deployment schedule of various positions of consultant by looking at the actual progress of the project and the requirement of various Key and Non key positions based on actual progress of the project. This rolling deployment schedule will be reviewed every quarter and shall form the basis of the payment.</p> <p>The payment shall be regulated as below:</p> <p>a. In case the Project gets delayed beyond the approved time schedule due to reasons not attributable to the Consultant:</p> <p>The reasons for delay shall be reviewed by the Employer in presence of one Key representative from the Consultant.</p> <p>The decision after the review will be binding by both the parties and the Consultant shall accordingly enhance the deployment period of the Consultant's Experts for completing the Project for which additional man months at the accepted rate shall be payable to the Consultant without any penalty. The additional payment shall be based on the unit remuneration rate of the concerned category stated in the Letter of Acceptance and the additional approved deployment period of each Expert.</p> <p>Payment shall be made electronically in the account of the Consultant as per the details provided by the Consultant.</p>
<b>Additional Para 7.1.2</b>	<p>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</p>

	<p>basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Para 7.3 shall apply</p>
<b>Additional Para 7.3</b>	<p><b>Claims, Disputes, Conciliation and Arbitration.</b>  If the efforts to resolve all or any of the disputes through amicable settlement fails, then such disputes or differences, whatsoever arising between the parties, relating to effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:</p> <p>“Any dispute or different or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Bengaluru, Karnataka (Domestic &amp; International) Rules 2012, by one or more arbitrators appointed in accordance with its rules”.</p>
<b>Additional Clause-1</b>	<p>In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to the remuneration of the Expert shall be done for the period of non-deployment.</p>
<b>Additional Clause-2</b>	<p>Whenever the Experts of the Consultant is required to provide Services outside Bengaluru &amp; the jurisdiction of the Project area, Consultant shall take approval of Employer. Employer shall reimburse the travel and lodging charges subject to the submission of receipts/ vouchers to that effect.</p>
<b>Additional Clause-3</b>	<p>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.</p>
<b>Additional Clause-4</b>	<p><b>Communications</b>  Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered through e-mail to an authorized representative of the Party to whom the communication is addressed. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the PCC1.4</p>
<b>Additional Clause-6</b>	<p>Deleted</p>
<b>Additional Clause-7</b>	<p><b>Prohibited Practices, Commissions and Fees:</b>  The Bank requires compliance with the Bank’s Prohibited Practices Policy and its prevailing sanctions policies.</p>

<b>Additional Clause-9</b>	<p><b>Termination of Contract for Failure to become Effective:</b>  If this Contract has not become effective within such time period after the date of Contract signature as specified in the PCC, either Party may, by not less than Sixty days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect here to.</p>
<b>Additional Clause-10</b>	<p><b>Entire Agreement:</b>  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</p>
<b>Additional Clause-11</b>	<p><b>Good Faith:</b>  The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract</p>
<b>Additional Clause-12</b>	<p><b>Performance Security:</b>  The Consultant shall obtain (at his cost) a Performance Security, for proper performance of the Contract, for the amount, currencies and validity period for Performance Security stated below.  The Contractor shall deliver the Performance Security to the Employer as mentioned after receiving the Letter of Acceptance. The Performance Security/additional Performance Security shall be issued by a bank and from within the 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 Employer.  The Performance Security/additional Performance Security shall be, An unconditional Bank guarantee in the prescribed format.</p> <p>The bank guarantee shall be from a bank as under:</p> <ul style="list-style-type: none"> <li>a Schedule Bank in India, or</li> <li>a Foreign Bank having their operations in India, or</li> <li>a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India,</li> </ul> <p>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.</p> <p>The Issuing Bank shall send the SFMS to:</p> <p>Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE)</p>

Bank Name: Canara Bank  
Branch: Prime Corporate  
Account No. 0430201012110  
IFSC Code: CNRB0002636

The Consultant shall ensure that the Performance Security/additional Performance Security is valid and enforceable until the Consultant has executed and completed the Works till the financial closure. If the Consultant does not complete the work/service for any reasons whatsoever, the terms of the Performance Security/ additional Performance Security specify its expiry date, and the Consultant has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Consultant shall be bound to extend the validity of the Performance Security/additional Performance Security until the Services have been completed, else, the Employer will notify the Bank issuing the Bank Guarantee for the appropriate action as deemed to have been done while issuing the Bank Guarantee.

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.

Without limitation to the provisions of the rest of this Clause, whenever a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Consultant submit Performance Guarantee @ 5% 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 @ 5% of the decrease in contract price from the original contract price in a specific currency shall be returned to the Consultant, on his request and his cost. Wherever the contract is terminated under Clause 2.7, 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

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

P = Proportionate Bank Guarantee Amount.

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

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

C = Total Contract price.

	<p>iii) 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.</p> <p>The balance work/services should be got done separately, and independently by K RIDE without risk and cost of the original Consultant. The original Consultant shall be debarred from participating in the tender for executing the balance work.</p> <p>In case the Consultant fails to perform the contract or its obligations, the Employer may issue the notice and forfeit the Performance Guarantee. Further, at the discretion of K RIDE, the Consultant may be debarred from any of the future tenders for the period of 01 year.</p> <p><b>The Performance Security shall be for an amount of 3% (Three percent) of the Accepted Contract Amount</b> and in the same currency(ies) in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. The Consultant shall not be entitled to any interest on Performance Guarantee.</p> <p>(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). Further if the 21st day happens to be declared holiday in the office of K-RIDE, submission of PG can be accepted on the next working day.</p> <p>(b) In all other cases if the contractor fails to submit the requisite PG even after 21 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated K-RIDE shall be entitled to forfeit the Bid security and other dues payable against to the contract. In case the tenderer has not submitted any security on the strength of their registration as a startup recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re- tender for the work.</p> <p>Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.</p>
<p><b>Additional Clause – 13</b></p>	<p><b>Security Deposit</b></p> <p>Security Deposit equal to 10% (Ten percent) of the amount due to the Contractor in IPC's/ Running bills from time to time will be retained, so as to maintain a reserve in the hands of the Employer equal to 5% (Five percent) of the Contract Price in respective currencies.</p> <p>The Employer shall at six monthly intervals release 50% of Security Deposit upon submission of Bank Guarantee of like amount in respective currencies as per format given in section 06, Contract Forms for security deposit and issued by an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign</p>

	<p>Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.</p> <p>The remaining 50% of Security Deposit shall remain with the employer.</p> <p>(a) <b>Release of Security Deposit:</b> 50% of the Security Deposit (Bank Guarantees and/or money) shall be released upon request by the contractor on or after the date of issue of the Completion Certificate for the whole of the works or the date of issue of last completion Certificate, if more than one completion Certificate exist.</p> <p>(b) (i) <b>Refund of Balance 50% Security Deposit:</b> 50% of Security Deposit mentioned in clause above shall be returned to the Contractor along with or after, the following:</p> <ol style="list-style-type: none"> <li>i. Final Payment of the Contract and</li> <li>ii. Execution of Final Supplementary Agreement or Certification by Engineer that K-RIDE has No Claim on Contractor and</li> <li>iii. Maintenance Certificate issued, on expiry of the maintenance period.</li> </ol> <p>(b) (ii) <b>Forfeiture of Security Deposit:</b> Whenever the contract is rescinded as a whole under clause 2.7 of CC/PCC, the Security Deposit already with K-RIDE under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 2.7 of CC/PCC, the Security Deposit shall not be forfeited.</p> <p>(c) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Additional Clause 12/ PCC of this clause will be payable with interest accrued thereon.</p> <p>(d) When contract amount exceeds the contract price due to variation in quantities of certain BOQ items on the higher side or due to operation of additional non tendered items as per site requirement, the additional Security Deposit at 5% of the increased amount shall be recovered from Interim Payment/ Running bills. The additional Security Deposit recovery shall start when the actual cumulative payment exceeds the original Contract Price.</p> <p>(e) Wherever Bank Guarantee or any other instrument is to be extended or fresh BG to be obtained, the cost towards getting extension of BG or fresh BG will be on contractor's account.</p>
<p><b>Additional Clause-14</b></p>	<p><b>Priority of Documents:</b></p> <p>The documents forming the contract are to be taken as mutually explanatory of one another.</p> <p>The documents forming the part of the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the employer shall issue necessary clarification or instruction to the consultant which shall be binding on the consultant; and <b>priority of the documents shall be as follows:</b></p> <ol style="list-style-type: none"> <li>i) The Contract Agreement</li> <li>ii) The Letter of acceptance</li> <li>iii) Amendments to the tender documents issued by the employer if any</li> <li>iv) Responses to the pre bid queries issued by the employer if any</li> <li>v) Financial Bid</li> </ol>

	<ul style="list-style-type: none"> <li>vi) Invitation for Bids</li> <li>vii) Instructions to the bidders</li> <li>viii) Scope of work</li> <li>ix) Particular Conditions of Contract</li> <li>x) The General Conditions of Contract</li> <li>xi) The consultant's proposal and</li> </ul> <p>Any other document forming part of the contract.  If there is an ambiguity or discrepancy in the documents, the Consultant shall seek for the necessary clarification or instruction from the Employer, in writing.</p>
<b>Additional Clause 15</b>	<p><b>Coordination</b></p> <p>The Implementation Consultant shall provide access to the records/ documents, or any, as such, to facilitate the Audit or any kind of Activities related to monitoring of work by the External Monitoring Consultant or the Employer or the Engineer. Also, the Implementation Consultant shall provide guidance, etc., to the External Monitoring Consultant or the Employer or the Engineer or other during the site visits.</p>
<b>Additional Clause 16</b>	<p><b>Penalty</b></p> <p>The Delay Damages/ penalties for each Key dates / milestone have been indicated at Clause 4 (Deliverables) of Section 5 (Terms of Reference) of Works / Employers Requirement section for not achieving the Key Date / Milestone for each Day. The maximum amount of such penalty for the whole scope is 10% (Ten percent) of final contract price</p>

#### **IV. APPENDICES**

##### **Appendix A: Description of services**

*[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Employer, 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: Personnel

### Positions and Qualifications

The Consultant will work closely and under the guidance of the ESMU Unit of K-RIDE and the General Consultant. The Consultant Team will be responsible for supporting K-RIDE with the development and implementation of RAPs for all the four Corridors of the BSRP & its associated areas. The Lead Experts shall have experience with Indian R&R requirements as well as exposure / familiarity / knowledge of International Lenders compliances. (SI No. 01 to 04 below)

### **Job description, level, maximum age, minimum educational qualifications and experience of personnel of category**

The minimum educational qualification and experience for the personnel is listed below:

SN	Specialization/ Position	No. of Personnel	Qualification	Total Years of Experience post Qualification (Years)	Minimum Years of Experience in Tasks as per Column 2
0 1	Resettlement and Livelihood Restoration, Social Expert with experience of social management and monitoring and/or supervision of social management plans, implementation of Livelihood Restoration, R&R Plans, stakeholder engagement & grievance mechanisms for major urban infrastructure projects and be familiar with labour and accommodation audits of large-scale construction sites. Knowledgeable of relevant international standards	1*	Masters in Social Science / Sociology / Gender Studies / Women Studies / Management	≥12	10+
0 2	Environmental Expert: experience in conducting environmental impact studies and environmental monitoring and reporting for large infrastructure projects. Knowledge and experience with international standards and English language is essential.	1	Masters in Environmental Science or Equivalent	≥12	10+
0 3	Health and Safety Expert: experience in conducting health and safety monitoring and reporting (OHS and Labour audits and reviews) for large infrastructure projects. Knowledge and experience with international HS and labour standards.	1	Masters in Environmental Science or Equivalent	≥12	10+
0 4	Management Information System Officer: Excellent skills of Data Handling, Software, Excel, Word. Power Point with good communication and presentation skills.	1	BE (Information Technology) or Equivalent	≥8	3+
0 5	Executive Assistants/ Surveyors	4	Bachelors in Sociology or Equivalent	≥3	-

Note:

1. The Consultant shall not remove or replace any Experts/ Officer without the prior approval of the Employer.

2. The maximum age of the experts shall be 55 years else the profile of the personnel will not be considered.
3. The Experts & officer shall be available from the Commencement Date.

**TABLE – 1**

S.No	Category	Position	Nos.	Max Age as on last date of submission of Bid	Minimum Qualification	Minimum Experience

**Appendix D:**

**Deleted**

## Appendix E: Cost Estimates in Indian Rupees

Deleted

**Appendix F:**

**Deleted**

**Appendix-G**

**Deleted**



## Appendix - H

### FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)

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

**From:**

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

**To:**

The General Manager/Procurement,  
Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE),  
1st Floor, Samparka Soudha, Opp. Orion Mall, Dr Rajkumar Road,  
Bengaluru - 560010

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

**AND**

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

WHEREAS, **[Insert Name of the Bank]**, with its Branch **[Address]** having its Headquarters office at **[Address]**, hereinafter called the **Bank**, acting through **[Designation(s) of the authorised person of the Bank]**, have, at the request of the **[Insert name of the Consultant's firm]**, 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 contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
6. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
7. The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty-eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer herein before used shall include their respective successors and assigns.
12. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
13. The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.

Date .....

Place.....

.....  
 [Signature of Authorised person of Bank]

*[Name in Block letters]*

.....*[Designation]*

*[P/Attorney.....]*

.....*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.*

**Appendix – I**

**Deleted**

## Appendix-J

### Form of Contract - TIME BASED

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

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

#### WHEREAS

- a) the Employer has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- b) the Consultant, having represented to the Employer that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- c) the Employer has received [or has applied for] a loan [or Special Fund] from the Bank toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/special fund] to eligible payments under this Contract, it being understood that
  - i. payments by the Bank will be made only at the request of the Employer and upon approval by the Bank;
  - ii. such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/special fund] agreement, including prohibitions of withdrawal from the [loan/special fund] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations; and
  - iii. no party other than the Employer shall derive any rights from the
- d) [loan/financing/special fund] agreement or have any claim to the [loan/special fund] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract
  - b) The Special Conditions of Contract;
  - c) Appendices:
    - Appendix A — Description of services
    - Appendix B — Reporting Requirements

- Appendix C — Key Personnel and Sub-consultants
- Appendix D — Services and Facilities to be provided by the Employer
- Appendix E — Cost Estimates in Indian Rupees
- Appendix F — Form of Bank Guarantee for Advance Payments
- Appendix G — Format for Performance Security
- Appendix H — Form of Contract Performance Security (BANK GUARANTEE)
- Appendix I — Contract for Consultant's Services
- Appendix J — Form of Consultants Services Time Based
- Appendix K — Form of Contract Agreement

- 2 The following documents shall be deemed to form and be read & construed as part of this Agreement:  
The documents forming the Contract shall be interpreted in the following order of priority:
- a) This Contract Agreement and the Appendices hereto.
  - b) Letter of Acceptance;
  - c) Financial Proposal submitted by the Consultant;
  - d) Addendums, Corrigendum and Pre-bid clarifications to the Tender;
  - e) Contract Data, Special provisions (if any);
  - f) Particular Conditions of Contract (PCC);
  - g) General Conditions of Contract (GCC) / Conditions of Contract (CC);
  - h) Terms of Reference (ToR);
  - i) Any other documents pertaining to tender, issued by the Employer;
- 3 The mutual rights and obligations of the Employer and the Consultant shall be set forth in the Contract, in particular:
- a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract.
- 4 IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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

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

---

For and on behalf of *[Name of Consultant]*

---

*[Authorized Representative of the Consultant – name and signature]*

**Appendix – K**

**Deleted**

Form - L

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

To, \_\_\_\_\_ ( Name of the Employer)  
\_\_\_\_\_(Address of the Employer)

Whereas \_\_\_\_\_(Name and Address of the contractor) (herein after called the Contractor) has undertaken, in pursuance of contract no \_\_\_\_\_ Dated: \_\_\_\_\_(Name of the contract and brief description of the work) (herein after called the Contract)

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of ₹. \_\_\_\_\_ [amount of guarantee] Rupees \_\_\_\_\_ [in words], 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 Contractor 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 Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

--00--00--00--00--