



REQUEST FOR QUOTATIONS

Tender No: KRIDE/2024-25/SE0012

Date: 29.11.2024

Name of Work

"BUILDING CONDITION SURVEY AND STRUCTURAL ANALYSIS OF IDENTIFIED EXISTING BUILDINGS / STRUCTURES PROPOSED FOR PARTIAL / FULL DEMOLITION ACQUIRED BUILDINGS UNDER LAND ACQUISITION ACT IN CORRIDOR-2,4 &1 IN BSRP PROJECT AREA.

Employer:

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

Country: India

**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

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REQUEST FOR QUOTATIONS (RFQ)

“BUILDING CONDITION SURVEY AND STRUCTURAL ANALYSIS OF IDENTIFIED EXISTING BUILDINGS / STRUCTURES PROPOSED FOR PARTIAL / FULL DEMOLITION ACQUIRED BUILDINGS UNDER LAND ACQUISITION ACT IN CORRIDOR-2,4 &1 in BSRP PROJECT AREA.”

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LIST OF ABBREVIATIONS

ABBREVIATION	FULL FORM
BDS	BID DATA SHEET
BG:	BANK GUARANTEE
BMRCL:	BANGALORE METRO RAIL CORPORATION LIMITED
BSRP:	BENGALURU SUBURBAN RAILWAY PROJECT
BWSSB:	BANGALORE WATER SUPPLY AND SEWERAGE BOARD
C-1:	CORRIDOR-1 OF BSRP
C-2:	CORRIDOR-2 OF BSRP
C-4:	CORRIDOR-4 OF BSRP
CBI:	CENTRAL BUREAU OF INVESTIGATION
CC:	CONDITIONS OF CONTRACT
CV:	CURRICULLUM VITAE
DS	DATA SHEET
DSC	DIGITAL SIGNATURE
EHS	ENVIRONMENT, HEALTH & SAFETY
EMD:	EARNEST MONEY DEPOSIT
FTP:	FULL TECHNICAL PROPOSAL
FY:	FINANCIAL YEAR
GAP:	GENDER ACTION PLAN
GRM:	GRIEVANCE REDRESSAL MECHANISM
GOK:	GOVERNMENT OF KARNATAKA
GCC or GC:	GENERAL CONDITIONS OF CONTRACT
GIIP:	GOOD INTERNATIONAL INDUSTRY PRACTICE
GM:	GENERAL MANAGER
GST:	GOODS & SERVICE TAX
ID	IDENTIFICATION
INR or Rs.:	INDIAN RUPEE
IPC:	INTERIM PAYMENT CERTIFICATE
IR:	INDIAN RAILWAYS
IRP:	INTERIM RESOLUTION PROFESSIONAL

<u>ABBREVIATION</u>	<u>FULL FORM</u>
IS:	INDIAN STANDARD
IST:	INDIAN STANDARD TIME
ITC:	INSTRUCTIONS TO CONSULTANTS
KfW	KREDITANSTALT für WIEDERAUFBAU
KD	KEY DATE
KM:	KILOMETRE
KPPP	KARNATAKA PUBLIC PROCUREMENT PORTAL
K RIDE	RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED
KSDB:	KARNATAKA SLUM DEVELOPMENT BOARD
KTPP:	KARNATAKA TRANSPARENCY IN PUBLIC PROCUREMENT
LD:	LIQUIDATED DAMAGES
LOA:	LETTER OF ACCEPTANCE
LRF:	LIVELIHOOD RESTORATION FRAMEWORK
LRP:	LIVELIHOOD RESTORATION PLAN
MOR:	MINISTRY OF RAILWAYS
NEFT:	NATIONAL ELECTRONIC FUND TRANSFER
NOC:	NO OBJECTION CERTIFICATE
OTC	OVER THE COUNTER
PAN:	PERMANENT ACCOUNT NUMBER
PCC:	PARTICULAR CONDITIONS OF CONTRACT
PAH:	PROJECT AFFECTED HOUSEHOLDS
PAP:	PROHECT AFFECTED PERSON
POA:	POWER OF ATTORNEY
PS:	PERFORMANCE SECURITY
PSU:	PUBLIC SECTOR UNDERTAKING
RFQ:	REQUEST FOR QUOTATIONS
QCBS	QUALITY cum COST BASED SELECTION
SIA:	SOCIAL IMPACT ASSESSMENT
SCC:	SPECIAL CONDITIONS OF CONTRACT
SD:	SECURITY DEPOSIT

<u>ABBREVIATION</u>	<u>FULL FORM</u>
SEP:	STAKEHOLDER ENGAGEMENT PLAN
SoW:	SCOPE OF WORK
TOR:	TERMS OF REFERENCE
VC:	VIDEO CONFERENCING
WB:	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: KRIDE/2024-25/SE0012

Date: 29.11.2024

TENDER NOTIFICATION
(E-procurement)

“BUILDING CONDITION SURVEY AND STRUCTURAL ANALYSIS OF IDENTIFIED EXISTING BUILDINGS / STRUCTURES PROPOSED FOR PARTIAL / FULL DEMOLITION ACQUIRED BUILDINGS UNDER LAND ACQUISITION ACT IN CORRIDOR-2,4 &1 IN BSRP PROJECT AREA.

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

RFQ No.	Details of the Contract	Period of Consultancy Services
KRIDE/2024-25/SE0012	BUILDING CONDITION SURVEY AND STRUCTURAL ANALYSIS OF IDENTIFIED EXISTING BUILDINGS / STRUCTURES PROPOSED FOR PARTIAL / FULL DEMOLITION ACQUIRED BUILDINGS UNDER Land acquisition act in corridor-2,4 &1 in BSRP project area.	2 Years

2. E- proc. Indent No. KRIDE/2024-25/SE0012, as per date specified in e-procurement portal.
3. Selection will be based on Least Cost Selection (LCS) procedures described in this RFQ.
4. Interested applicants may access bidding documents (RFQ) from the e- procurement portal <https://kppp.karnataka.gov.in>. from as per date specified in e-procurement portal 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 as notified in e-procurement portal. Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before as notified in e-procurement portal. 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 as per date specified in e-procurement portal.
8. Opening of Technical Bid is as per date specified in e-procurement portal and Financial Bid open will be intimated to the Qualified Tenderers through Karnataka Public Procurement Portal.
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

Bengaluru
Dated: 29.11.2024

To,
All Interested Consulting firms

Dear Sir,

1. The Government of Karnataka has recognized the significance of connectivity improvement as an engine of economic growth and has proposed to develop Suburban Rail Network with the objective of increased, more efficient, and sustainable movement of people through "Bengaluru Suburban Rail Project" (BSRP).
2. The Consultant shall assist the 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 Least Cost Selection (LCS) 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 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 pay a visit to the Employer 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 to 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) ₹ 3,75,000/- 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. 3,75,000/- (Rupees Three Lakhs Seventy-Five Thousand only) can be paid online in KPPP pooling account at the time of submission of bids.

(or)

Out of Rs. 3,75,000/- (Rupees Three Lakhs Seventy-Five 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 2,75,000/- (Rupees Two Lakhs Seventy-Five 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) for BG & other statutory payment

Bank Name: Canara Bank

Branch: Large Corporate Branch MG Road

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-filling of all the entries in requisite Bid forms/incomplete Bid submission will be considered non-responsive and such bids shall not be considered for further evaluation.
- 1.13 Bidding Documents can be downloaded free of cost from K RIDE website www.kride.in and e- procurement portal of GoK <https://kppp.karnataka.gov.in>. 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 + encryption key usage) issued by any Certifying Authority recognized by CCA India with their profile.
 - e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - f. Bidders then 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.
 - i. SEARCHING FOR PRO`POSAL 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 KPPP 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 only in KPPP 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) 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 Employer will select the lowest proposal. The selected Consultant will be invited for negotiations.

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>Address: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Bengaluru.</p> <p>E-mail: gmprocurement@kride.in</p>
1.1	The method of selection is: Least Cost Selection (LCS)
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:</p> <p>“BUILDING CONDITION SURVEY AND STRUCTURAL ANALYSIS OF IDENTIFIED EXISTING BUILDINGS / STRUCTURES PROPOSED FOR PARTIAL / FULL DEMOLITION ACQUIRED BUILDINGS UNDER LAND ACQUISITION ACT IN CORRIDOR-2,4 &1 IN BSRP PROJECT AREA.</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</p> <p>Time: As notified in e-procurement portal</p> <p>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., gmprocurement@kride.in) by as per date specified in e-procurement portal, 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 pursuance of this policy, the Employer defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>Clauses on fraud and Corruption:</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>(a) Eligible Bidders: 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 tender only if the bidder is registered with the Competent Authority.</p> <p>(d) "Bidder from a country which share a land border with India" for the purpose of this order means: -</p> <ol style="list-style-type: none"> 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

	<ul style="list-style-type: none"> The beneficial owner for the purpose of above clause will be as under <p>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.</p> <p>Explanation: -</p> <ol style="list-style-type: none"> “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company; “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; 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; 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; 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; 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)	<ol style="list-style-type: none"> Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFQ requirements. The proposed work plan and methodology in the Technical Proposal shall not exceed 20 pages. For every page crossing the page limit 0.5 marks will be deducted. <p>Submission of Standard Forms:</p> <table border="1" data-bbox="347 1657 1305 2038"> <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>3I</td> <td>Format for Bid Security (Bank 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.	3I	Format for Bid Security (Bank Guarantee)
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	3J	Format for Authorised Signatory of Single Entity
	3K	Bidders Information Sheet
	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
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 & 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 Excluding 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 - https://kppp.karnataka.gov.in.</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>The para 4.2 to be read as:</p> <p>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.</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> <ol style="list-style-type: none"> Letter of Technical Bid (LTB) Original Power of attorney to sign the proposal * Original Bank Guarantee for Earnest Money Deposit (EMD) <p>* If the bidder is preoperatory ship firm then the bidder is not required to submit POA. Instead of the same bidder needs to upload supporting document.</p> <ul style="list-style-type: none"> If the Non – submission of the above applicable documents in original, before the time & date of opening of Technical Proposal, will consider as non – responsive.

4.4	<p>The para 4.4 to be read as:</p> <p>Proposal Opening:</p> <p>(i) The technical Proposals will be opened in the Karnataka Public Procurement Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the 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> <p>a) Name of the Firm</p> <p>b) Whether the Hard copies of the documents have been submitted as per clause 4.3 of Data Sheet.</p>
5.3	<p>Minimum Eligibility Criteria:</p> <p>1. The consultant in his/its name should have relevant and proven experience of having successfully completed similar work relating to "Structural analysis of Building/Soundness, Safety Study and Supervision of Building during the last 5 years ending 31.03. 2024.as under:</p> <p>A. WORK EXPERIENCE:</p> <p>At least one works of " Structural analysis/ audit of Building/Soundness, Safety Study and Supervision of Building " each of value not less than INR 125 lakhs more during last five years 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24 and ending last day of the month previous to the one in which tender is invited as given below</p> <p>Notes:</p> <ul style="list-style-type: none"> •The bidder shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in a format prescribed in "3B. CONSULTANT'S REFERENCES" of Section 3 Bidding forms. Documentary proof such as completion certificates from 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. 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. <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> <p>Work experience certificate from private individual shall not be considered.</p> <p>B. FINANCIAL STANDINGS:</p> <p>a. Deleted</p> <p>b. Liquid assets and / or availability of credit facilities of not less than Rs.42 Lakhs. (Credit lines / letter of credit / certificates from banks for meeting the fund requirement for this work, etc.)</p>

	<p>2. Legal Entity: The Applicant should be a company incorporated in India under The Indian Companies Act, 1956/ 2013, and subsequent amendments thereto or a partnership firm under The Indian Partnership Act 1932 or Limited Liability Partnership Act 2008.</p> <p>3. The Applicant's office should be located in Bangalore. Address proof of office to be furnished.</p> <p>4. The Consultant Should have their own MOU with NABL 17025 accredited construction material testing laboratory. Document proof should be submitted.</p> <p>5. The Sole Bidder must have experience in Inspections, Supervision & Testing through NDT equipment's to check the quality and strength of construction works.</p> <p>6. The bidder should be ISO - 9001:2015, 14001 and 18001/45001 certified through a reputed multi-national company recognized by any international body certification & accredited by NABCB Board in the field of quality control and quality assurance.</p> <p>7. The minimum number of technical staff working with the firm: 20 (Twenty) man power required.</p> <p>8. The consultant team shall have their own established system on providing Building Condition survey division- CV To be given for Project Leader, Team Leader as per Form 3F.</p>
	<p>5.3 Financial Eligibility Criteria:</p> <p>Financial Standing: The bidders will be qualified only if they have minimum financial capabilities as below:</p> <p>(i) Deleted</p> <p>(ii) Turnover from Consultancy Services: The tenderer must have achieved a Minimum Annual Average Turnover of Rs. 1.25 crore (Rupees One Crore and Twenty Five Lakhs Only) received payments from any consultancy services in the last seven financial years (FY2017-18 FY2018-19 FY2019-20, FY 2020 – 21, FY2021-22, FY2022-23 & FY2023-24).</p> <p>The tenderers shall submit Certificate from Chartered Accountant or Statutory Auditor duly supported by Audited Balance Sheet.</p> <p>(iii) Net worth: Bidders should have positive net worth in the latest financial year ending March 2024. Certificate from Chartered Accountant or Statutory Auditor duly supported by Audited Balance Sheet.</p> <p>Notes:</p> <p>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 Provisional balance sheet submitted by chartered Accountant 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.</p> <p>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</p>

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 (Five) years, ending last day of month previous to the one in which tender is invited, but completed, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
2. If a 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.
3. Deleted
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.
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 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
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 & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
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.
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&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

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.

5.3B Technical requirement for key personnel:

Position of Key Expert	Minimum Experience and Qualification	
Project Leader	MTech. Structural Engineering with minimum experience of 15 years	1
Team Leader	ME/BE Civil engineering with minimum experience of 8 to 10 Years	4
Site Engineer	BE Civil engineering with minimum experience of 5 Years	15

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.

	<p>(K-RIDE)/Government of India and its PSUs/Government of Karnataka and its PSUs-</p> <p>(c) The consultant or any of its constituents:</p> <p>(i) has suffered bankruptcy/insolvency or</p> <p>(ii) is in the process of winding-up or</p> <p>(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>
5.4	<p>The clause is”</p> <p>“After the technical evaluation is completed by the tender evaluation committee and obtaining approval from the competent Authority (authorized officer), the bidders whose technical bid is found responsive shall be accepted and their financial bid will be considered for opening and the bidders whose technical bid is found non responsive shall be rejected and their financial bid shall not be considered for opening. The same will be published in the e-portal.</p>
5.5	<p>The following clause:</p> <p>The financial bids of the qualified technical bids of the bidders shall be opened online in the e- Procurement portal on the date and time, as will be intimated to the consultants ahead of opening.</p>
5.7	<p>The Lowest rates (L-1) for providing the above-mentioned services will be evaluated after considering the rate quoted in Karnataka Public Procurement Portal</p>
Additional Para 6.6	<p>Financial Negotiations: If required.</p> <p>The date, time and place of the negotiation will be informed to the successful bidder through letter/e-mail.</p>
Additional Para 7.1.1	<p>Award Criteria: The Contract to the successful tenderer whose tender has been determined to be substantially responsive as per eligibility criteria and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily</p>
7.2	<p>Signing of Contract</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> <p>The contractor has to bear the stamp duties and charges for agreements/registration as per Karnataka stamp Act.</p>

SECTION-3
TECHNICAL PROPOSAL - STANDARD FORMS

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

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Form 3A. TECHNICAL PROPOSAL SUBMISSION FORM

(Letter of Technical Bid)

[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 valuation of structures to be acquired for Bengaluru Suburban Railway Project 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 Employers Certificate to be submitted.
3. Each work experiences shall be enclosed with work order/ completion certificate/sublet completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet eligibility criteria. Independent citations shall be provided for each project.

Form 3C.

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.			

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.

DELETED

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 180 days after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

Form 3J
FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF SINGLE ENTITY

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

Know all men by these presents, we..... do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the work of(name of work) Including signing and submission of all documents, withdrawal, substitution and modification of proposal and providing information/ responses to RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED., representing us in all matters, dealing with RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED. in all matters in connection with our proposal for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of.....2024 (Signature of authorized Signatory)
.....

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

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

***Notes:**

- i) To be executed by single entity
- 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
Bidder's Information Sheet

Bidder's Information	
Bidder's legal Name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (Name, address, telephone numbers, fax numbers, e-mail address)	

(SEAL AND SIGNATURE OF THE BIDDER)

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 by the Employer 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 TURNOVER
(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS)
NAME OF THE TENDERER
(All amounts in Rupees in Crores)**

DESCRIPTION	Financial Data for Last 05 Audited Financial Years				
	Year 2019 - 2020	Year 2020 - 2021	Year 2021 - 2022	Year 2022 - 2023	Year 2023 - 2024
1	2	3	4	5	6
Total value of consultancy works done as per audited financial statements					
	<p>NOTE:</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 & 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 2% for foreign currency portions per year. The exchange rate of foreign currency shall be applicable 28 days before the submission date.</p>				

Form 3 O. FINANCIAL DATA FOR LAST 5 YEARS

Applicant's legal nameDate

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

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

- (i) 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 3O 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.

(SEAL AND SIGNATURE OF THE BIDDER)

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 theperiod of last 3 years before the deadline for submission of bids.
- *3. The Bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by K RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed There are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and K RIDE has acceded to the same in the interest of the project andthe work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- *5 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.
12. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by K RIDE as on the deadline for submission of bid.

(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)

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.
- 4C. Financial Proposal Submission Form

4A FINANCIAL PROPOSAL

Sl. No.	Description	Unit	Quantity	Rate Excluding GST (in Rupees)	Amount Excluding GST (in Rupees)
1	Fee for the appointment of consultants for the services of Building Condition Survey and Structural Analysis of identified existing buildings / structures proposed for partial / full demolition which will be acquired under Land Acquisition Act in Corridor – 1, 2 & 4 of BSRP.	01	Lumpsum	2,50,00,000	2,50,00,000
Grand Total					2,50,00,000

BREAKUP OF THE PERSONNEL TO BE GIVEN BIDDERS

Sl. No.	Description	No. of Personnel
1	Composition of Team	
a.	Project Leader	1
b.	Team leader	4
c.	Site Engineer	15
d.	Office Assistants / Helper / Messengers	4

BILL OF QUANTITIES

For Permanent Structures (Pukka Houses)

Sl No	Approximate No of Buildings	Approximate Area (Sft)	Rate Excluding GST (in Rupees)	Amount in Rs
1	700	RCC Framed Structure with RCC roof (A Type) / Load Bearing Structure with RCC Roof (B Type) for 0 - 499	10000	7000000
2	500	RCC Framed Structure with RCC roof (A Type) / Load Bearing Structure with RCC Roof (B Type) for 500-999	15000	7500000
3	400	RCC Framed Structure with RCC roof (A Type) / Load Bearing Structure with RCC Roof (B Type) for 1000-1499	20000	8000000
4	100	RCC Framed Structure with RCC roof (A Type) / Load Bearing Structure with RCC Roof (B Type) for 1500 and above	25000	2500000
				2,50,00,000

For Temporary Structures (Kutch houses): payment shall be made 70% of the rate chart as specified above for each type of building.

The Bidder(s) shall quote their financial proposal Excluding GST, only in KPPP Portal.

Note:

1. The Consultant shall quote the amount Excluding GST in Karnataka Public Procurement Portal (KPPP) only.
2. The Consultant shall provide the details of the key personnel at the initial stage and the following every quarter or as & when the personnel is/ are changed.
3. The quoted rates/prices shall be inclusive of all duties, taxes, withholding taxes, cess, other levies payable by the Consultant and all other incidental charges required to fulfil the proposal conditions including statutory deductions viz TDS towards income tax etc., excluding Goods and Services Tax (GST), 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.
4. Also, the quoted rate shall be inclusive of the expenses related to miscellaneous expenses for the furnished office (including but not limited to water, electricity, communication, internet, mobile, landline, maintenance cost such as electrical, plumbing work etc., meeting expenditure, pantry & security expenses etc.), Software(s), Travel expenses, Office stationeries & consumables, and all its associated expenses. Further, the quoted rate shall be inclusive for the office space to be provided for the Consultants of External Monitoring during their every visit;
5. The Financial Proposal shall be read in conjunction with the all the sections of this tender.
6. The amount in Financial Proposal shall be quoted as per the procedure mentioned in KPPP portal.
7. The whole cost of complying with all the provisions of the Contract is deemed to have been included in the quoted amount.
8. 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.
9. 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.
10. The successful Bidder shall establish its Office/Branch Office with full Composition of Staff along with the Team Leader at Bengaluru if it does not have at present. The Cost and expenses for setting up the Office(s) will be deemed to have included in the price and no separate/extra/additional payment will be made on this cost. This office shall be within a radius of 5 kms of the K-RIDE office as indicated in para 1.1 of Data Sheet of Section 2;
11. All Software shall be purchased in the name of K-RIDE and shall be the Property of K-RIDE. The same shall be returned to K-RIDE after completion/termination of the Contract;
12. The vehicles required by the Consultant for travel within the project area for official purposes will be deemed to have included in the price and no separate/extra/additional payment will be made on this cost;
13. As far as, per diem allowance and cost of travel is concerned for any trip outside the project area (with in the country as well as outside country) shall be carried out only with the approval of the employer.

4B. PAYMENT SCHEDULE

Sr. No.	On Submission of Reports	Payment (% of Total Contract Price)
1.	Work will be allocated stretch/notification & in that stretch/notification, number of houses to be Technically evaluated will be identified & handed over to contractor. Once the house handed over, 25% of that identified building value will be paid.	20 %
2.	Remaining 75% of bill will be paid after & final approval of the report by the committee & submitted for approval of final bill.	20 %
3.	For the second year 5% payment will be added	30%
4.	Of the contract is extended beyond 2 year the payment will be made 5% addition over second year	30%
Total		100%

**4C. FINANCIAL PROPOSAL SUBMISSION FORM
(Letter Financial Bid)**

(Location, Date]

[Location, Date] FROM: (Name of Consultant)

TO: (Name and Address of K-RIDE)

Ladies/Gentlemen:

Subject: Hiring of Bidder' Services for -----
----- Financial Proposal.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

--00--00--00--

SECTION-5
TERMS OF REFERENCE (TOR)

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 Governments 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 Delhi¹. Over 55 lakh two-wheelers (motorcycles) and 15 lakh cars together make up for close to 85 percent of the vehicles². In 2018, Bangalore was reported to have the second highest number of two-wheelers in the country³. 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).

¹ *The Hindu*. 1 April 2019. Retrieved 15 October 2019.

² *Deccan Herald*. Retrieved 15 October 2019.

³ *The Times of India*. Retrieved 17 October 2019.

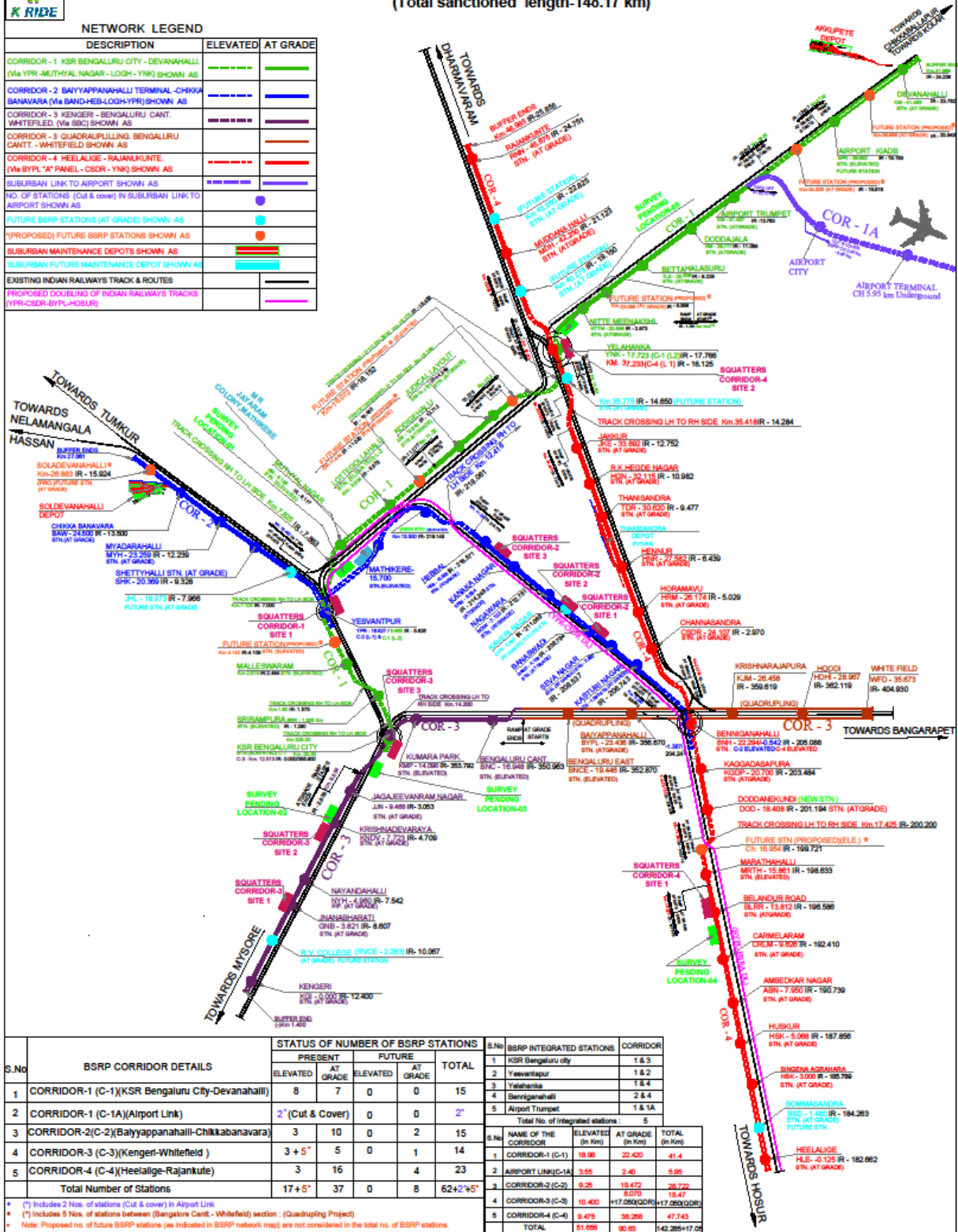


Bengaluru Suburban Rail Project (BSRP)

(Total sanctioned length-148.17 km)

NETWORK LEGEND

DESCRIPTION	ELEVATED	AT GRADE
CORRIDOR -1 KSR BENGALURU CITY - DEVANAHALLI (Via YPR-MUTHIAL NAGAR - LOGH - YNG) SHOWN AS	---	---
CORRIDOR -2 BAIYYAPPANAHALLI TERMINAL - CHIKKA BANAVARA (Via BAND-HEB-LOGH-YPR) SHOWN AS	---	---
CORRIDOR -3 KENGERI - BENGALURU CANT. WHITEFIELD. (Via SBC) SHOWN AS	---	---
CORRIDOR -3 QUADRUPULLING - BENGALURU CANT. - WHITEFIELD SHOWN AS	---	---
CORRIDOR -4 HEELALIGE - RAJANKUNTE (Via BYPL "A" PANEL - CSDR - YNG) SHOWN AS	---	---
SUBURBAN LINK TO AIRPORT SHOWN AS	---	---
NO. OF STATIONS (Cut & cover) IN SUBURBAN LINK TO AIRPORT SHOWN AS	●	○
FUTURE BSRP STATIONS (AT GRADE) SHOWN AS	●	○
(PROPOSED) FUTURE BSRP STATIONS SHOWN AS	●	○
SUBURBAN MAINTENANCE DEPOTS SHOWN AS	■	■
SUBURBAN FUTURE MAINTENANCE DEPOT SHOWN AS	■	■
EXISTING INDIAN RAILWAYS TRACK & ROUTES	---	---
PROPOSED DOUBLING OF INDIAN RAILWAYS TRACKS (YPR-CSDR-BYPL-HOBLUR)	---	---



S.No	BSRP CORRIDOR DETAILS	STATUS OF NUMBER OF BSRP STATIONS				S.No	BSRP INTEGRATED STATIONS	CORRIDOR
		PRESENT ELEVATED	PRESENT AT GRADE	FUTURE ELEVATED	FUTURE AT GRADE			
1	CORRIDOR-1 (C-1)(KSR Bengaluru City-Devanahalli)	8	7	0	0	15	1	KSR Bengaluru city
2	CORRIDOR-1 (C-1A)(Airport Link)	2*	(Cut & Cover)	0	0	2*	2	Yevesatapur
3	CORRIDOR-2(C-2)(Baiyyappanahalli-Chikkabanavara)	3	10	0	2	15	3	Yelahanka
4	CORRIDOR-3 (C-3)(Kengeri-Whitefield)	3 + 5*	5	0	1	14	4	Benniganahalli
5	CORRIDOR-4 (C-4)(Heelalige-Rajankunte)	3	16	4	23		5	Airport Trumpet
Total Number of Stations		17+5*	37	0	8	62+12+5*		

S.No	NAME OF THE CORRIDOR	ELEVATED (in Km)	AT GRADE (in Km)	TOTAL (in Km)
1	CORRIDOR-1 (C-1)	18.98	22.420	41.4
2	AIRPORT LINK(C-1A)	3.55	2.40	5.95
3	CORRIDOR-2 (C-2)	0.25	18.472	18.722
4	CORRIDOR-3 (C-3)	10.400	8.070	18.47
5	CORRIDOR-4 (C-4)	8.475	117.290	125.765
TOTAL		51.660	90.682	142.342+17.828

* (*) Includes 2 Nos. of stations (Cut & cover) in Airport Link
 (*) Includes 5 Nos. of stations between (Bengaluru Cant. - Whitefield) section : (Quadrupling Project)
 Note: Proposed no. of future BSRP stations (as indicated in BSRP network map) are not considered in the total no. of BSRP stations.

1.2. Scope of Work Objective

1.2.1. Scope of Assignment

This Scope of Work (SoW) provides a detailed description of tasks to be completed by an Consultant (or the 'Consultant') hired by K-RIDE (the 'Employer'). This includes the BUILDING CONDITION SURVEY AND STRUCTURAL ANALYSIS OF IDENTIFIED EXISTING BUILDINGS / STRUCTURES PROPOSED FOR PARTIAL / FULL DEMOLITION BETWEEN in the all corridors of BSRP as mentioned in site map.

2. Detailed Scope of Work

Scope of Services

- i) The consultant shall identify the existing structure proposed for partial / complete demolition as per the safety & restoration principles.
- ii) Conduct structural condition survey of buildings proposed for demolition including conducting essential non-destructive tests to assess the structural condition of buildings, collection of data related to structural safety of identified building and its surrounding buildings. The existing building structure and its condition are to be documented by taking number of photos to depict condition of the structure.
- iii) Prepare plan and elevation of each building as required indicating vital structural members of entire building and the portion of building proposed for demolition. The consultant will also indicate structural features of adjacent buildings which are going to be affected due to demolition.
- iv) Analyze the existing distress points observed in the building and assess the feasibility of partial demolition and suggest extra (more than the proposed acquisition) width and depth of building required to be demolished if necessary for structural safety reasons and functional use of remaining portion of building.
- v) Assessment of structural safety and functional use of remaining part of building where partial demolition of the structure is proposed.
- vi) Analyze and prepare a report on feasibility of partial / complete demolition of building without causing any damage to adjacent property and remaining portion of the property and without any traffic hindrance.
- vii) The consultant shall also take into an account all underground and above ground utilities such as electric lines, water lines, sewer lines, telephone lines, etc. existing in the vicinity of demolition. The sequence and methodology proposed shall be safe (both for the property, human life and utility services) economical and free from negative Environmental Impacts.
- viii) The consultant will also suggest the type and capacity of equipment's required for safe demolition process. Prepare structure-wise report on sequence and methodology of demolition including remedial measures required to be undertaken prior to demolition, during demolition and post demolition.
- ix) Suggest legal and safe disposal of demolished items in which land loser has no interest, to the designated places identified by the client. He shall devise formats to check and monitor the work.
- x) The consultant will supervise the demolition work for safe and speedy completion. He will advise the contractors as required during the demolition of structure.
- xi) The consultant shall suggest the restoration works to be done, from the point of safety and functional use.
- xii) The consultant shall supervise for temporary structures including safety barricading to be used during the demolition of work by the demolition contractor.
- xiii) The consultant will supervise the demolition and restoration works implemented through the demolition contractor.
- xiv) The consultant shall submit the soft and hard copy of land plan [after marking the coordinates of LOC (Line of Cut) and LOA (Line of Acquisition) in the land plan, which will be given by K RIDE] of all the acquired properties.

The '**Building Condition Assessment**' shall be carried out on the following lines:

- a. Detailed inspection of each building.
- b. Detailed measurement of dimensions and preparation of layout drawings.

- c. Study of the structural system.
- d. Carrying out Ultrasonic Pulse Velocity and Rebound Hammer Tests on R.C. members for assessment of quality and strength of concrete.
- e. Carrying out Porometer Studies on R.C. members for identification of rebar locations and rebar detailing.
- f. Carrying out Rebound Hammer Test on load bearing brick masonry walls for assessment of quality of bricks.
- g. Verification of proposed line of acquisition and marking it on layout drawing.
- h. Carrying out theoretical analysis, design verification (if required) and recommending line of cut for ensuring structural safety of building after demolition.
- i. Recommending appropriate restoration and strengthening measures for the existing structural systems before demolition.
- j. Recommending appropriate methodology for both partial and complete demolition along with type of equipment for demolition.
- k. Furnishing Preliminary and Final Reports along with sketches and photographs

The assignment and reporting requirements (Consultants Reporting Obligations) are as detailed below.

Activity	Submission of Deliverables/Report	Period from the date of issue of Notice to Proceed
1.	Methodology to be adopted for completing this assignment	7 days
2.	Acceptance of Methodology by K RIDE	3 working days after submission of the Methodology
3.	Report on identification of properties and collection of data required for completing the assignment	20 days
4.	Submission of draft final report on scope of work defined in T.O.R. and Final Bid documents to procure the contractors for demolition works.	30 days
5.	Final Report on Scope of Work duly complying client's comments	50 days

2. Deliverables

- a) Introduction
- b) Physical observation
- c) Probing tests and results of test
- d) Theoretical analysis & design verification (if require)
- e) Inferences
- f) Recommended measures.
- g) Concluding remarks
- h) Tables
- i) Sketches
- j) Specification
- k) Photographs
- l) Stability Certificate

Based on the indicative schedule, the Consultant deliverables are provided in the table below.

Activity	Submission of Deliverables/Report	Period from the date of issue of Notice to Proceed	Delay Damages / Penalty for non achieving progress within the time frame
1.	Methodology to be adopted for completing this assignment	D + 7 days	0.1% of accepted contract price per week of delay
2.	Acceptance of Methodology by K RIDE	D+ 3 working days after submission of the Methodology	0.1% of accepted contract price per week of delay
3.	Report on identification of properties and collection of data required for completing the assignment	D + 20 days	0.1% of accepted contract price per week of delay
4.	Submission of draft final report on scope of work defined in T.O.R. and Final Bid documents to procure the contractors for demolition works.	D + 30 days	0.1% of accepted contract price per week of delay
5.	Final Report on Scope of Work duly complying client's comments	D + 50 days	0.1% of accepted contract price per week of delay

*D = Date of Issue of Letter of Acceptance (LoA)

The Consultant shall submit every report in the formats of **.docx & .pdf**, including a track change record after receipt of the Employer's and the Lender's comments.

The periodical interval will be specified by the Employer and will be informed to the Contractor from time to time. It may vary every time, depending on the requirement. The sum of periodical intervals after the start of first periodical interval shall, however, match with the completion period

At the end of each periodical interval, the Consultants shall present a summary of progress and areas of concern as a close-out meeting with K-RIDE and the General Consultant. The progress during every periodical interval along with the outcome of the close-out meetings shall be shared with the Lenders. The representatives of K-RIDE and the Lenders may join the monitoring visits missions as necessary.

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SECTION -6

Standard Forms of Contract

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

between

[Name of Employer]

and

[Name of Consultants]

Dated:

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 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>The addresses are:</p> <p>Employer: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), Samparka Soudha, 1st Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bengaluru -560 010 Email: gmprocurement@kride.in</p> <p>Consultant: _____ Attention : _____ Address : _____ Facsimile : _____ E-mail : _____</p> <p>Authority of Member in Charge with Phone and E-mail. (As per additional clause-6) _____</p>
1.5.2	The Services shall be performed in Bengaluru & the jurisdictions of K RIDE for the work of Bengaluru Suburban Railway Project
1.6.2	<p>The Authorized Representatives are:</p> <p>For the Employer: General Manager, Procurement K-RIDE or any other person authorized by him on his behalf</p> <p>For the Consultant: _____</p> <p><i>[Note: If the Consultant consists only of one entity, state "N/A"]</i></p>
Additional Para 1.7.3	<p>Change in the Applicable law related to Taxes and duties.</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"> a. a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or b. in the judicial or official governmental interpretation of such laws of India; or c. the commencement of any Indian law which has not entered into effect until the date of submission of proposal; or d. any change in the rates of any of the Indian taxes that have direct effect on the contract <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</p>

	as expressly provided for in this clause or in accordance with the provisions of the Contract, Consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify Employer of such reduction in cost and the contract price shall be adjusted accordingly as mentioned above.
2.1.2	The contract will become effective on the date of agreement between the parties.
2.2.2	Commencement of Services: Immediately after the issuance of Letter of Acceptance by the Employer.
2.3	Expiration of Contract: 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
Additional para 2.5.4.1 Payments	PAYMENT: The payment shall be made by the K-RIDE to the Bidder against as per payment schedule. The bill receive date will be considered only after receipt of all relevant documents and the payment will be remitted to the service provided within 20 days. The bill of claim shall be accompanied by; Other document as advised by K-RIDE authority.
Force Majeure 2.5.1.1 Definition	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. 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.
Additional Para 2.5.5 Measures to be taken	<ul style="list-style-type: none"> i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible iii. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer, shall either:

	<p>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)</p> <p>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.</p> <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 set forth in this PCC.</p>
<p>Additional Para 3.1.2 General</p>	<p>Law Applicable to Services:</p> <ul style="list-style-type: none"> 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. 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"> a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or 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. <p>The Employer shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p>Additional Para 3.2.1.2</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. 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 discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.</p>
<p>Additional Para 3.2.4.2</p>	<p>Strict Duty to Disclose Conflicting Activities:</p> <p>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.</p>
<p>Additional Para 3.3.2</p>	<p>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.</p>

3.4	<p>RISK CLAUSE</p> <p>The Contractor should provide standby arrangements for carrying out the work in any circumstances where it affects the routine work at K-RIDE. K-RIDE reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory as per tender conditions and also has the right to award the contract to any other selected Bidders at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by K-RIDE from the Contractor Performance security or Security Deposit or pending bill or by raising a separate claim.</p>
3.4.1	<p>The following limitation of the Bidder Liability towards the K-RIDE can be subject to the Contract's negotiations:</p> <p>"Limitation of the Bidder Liability towards the K-RIDE: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the property, shall not be liable to the K-RIDE:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one (1) time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Bidder liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".</p>
3.6 (c)	<p>The other actions are:</p> <p>"Taking any action under the contract which has financial implications, for which the written approval of the Employer is required"</p>
3.8.2	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Employer.</p>
Additional Para 3.8.1.	<p>Proprietary Rights of the Employer in Reports and Records:</p> <p>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.</p>
Additional Para 4.2 (d)	<p>"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."</p>
Additional Para 4.5.2	<p>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.</p> <p>ii) Total substitutions (including any first or subsequent substitutions) of Key Experts by the</p>

	<p>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. & 4.5.4. below. If the Consultant fails to deploy a suitable substitute, deduction</p>
Additional Para 4.5.3	<p>Removal of Experts</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>
Additional Para 4.5.4	<p>Replacement/Removal of Experts -Impact on payments</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	The role of Resident project Manager will be looked after by Team Leader. Hence No separate Resident Project Manager is required.
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>
Additional Para of 6.1	d) Payments under this Contract shall be in Indian Rupees
Additional Para of 6.2	<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),</p>

	(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.
Additional Para 6.4 (f)	The Itemized Invoice: The Consultant shall have to submit its itemized statements as per the Payment Schedule only.
Additional Para 6.4 (g)	<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>
Additional Para 7.1.2	If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Para 7.3 shall apply
Additional Para 7.3	<p>Claims, Disputes, Conciliation and Arbitration.</p> <p>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 & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules".</p>
Additional Clause-1	Deleted

Additional Clause-2	Whenever the Experts of the Consultant is required to provide Services outside Bengaluru & 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. Beyond 50 Km from the Majestic.
Additional Clause-3	Deleted
Additional Clause-4	Communications 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 (four). 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
Additional Clause-6	Deleted
Additional Clause-7	Prohibited Practices, Commissions and Fees: The Bank requires compliance with the Bank's Prohibited Practices Policy and its prevailing sanctions policies.
Additional Clause-9	Termination of Contract for Failure to become Effective: If this Contract has not become effective within such time period after the date of Contract signature as specified in the PCC, either Party may, by not less than Sixty days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect here to.
Additional Clause-10	Entire Agreement: This contract contains all covenants stipulations and provision agreed by the Parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation promise or agreement not set forth herein
Additional Clause-11	Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract
Additional Clause-12	Performance Security: The Consultant shall obtain (at his cost) a Performance Security, for proper performance of the Contract, for the amount, currencies and validity period for Performance Security 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.

The bank guarantee shall be from a bank as under:

a Schedule Bank in India, or
a Foreign Bank having their operations in India, or
a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India,

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

The Issuing Bank shall send the SFMS to:

Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE)
For BG & all other statutory payment.

Bank Name: Canara Bank
Branch: Large Corporate Branch, MG Road
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.

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.

	<p>B = Performance Guarantee amount in terms of GC sub clause 4.2. C = Total Contract price.</p> <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>The Performance Security shall be for an amount of 5% (five percent) of the Accepted Contract Amount 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>Additional Clause – 13</p>	<p>(b) Deleted</p>
<p>Additional Clause-14</p>	<p>Priority of Documents: The documents forming the contract are to be taken as mutually explanatory of one another. The documents forming the part of the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the employer shall issue necessary clarification or instruction to the consultant which shall be binding on the consultant; and priority of the documents shall be as follows:</p> <ul style="list-style-type: none"> i) The Contract Agreement ii) The Letter of acceptance iii) Amendments to the tender documents issued by the employer if any iv) Responses to the pre bid queries issued by the employer if any v) Financial Bid vi) Invitation for Bids vii) Instructions to the bidders

	<p>viii) Scope of work ix) Particular Conditions of Contract x) The General Conditions of Contract xi) The consultant's proposal and 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>
Additional Clause 15	<p>Coordination 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>
Additional Clause 16	<p>Penalty 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

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

Position of Key Expert	Minimum Experience and Qualification	No. of Personnel
Project Leader	MTech. Structural Engineering with minimum experience of 15 years	1
Team Leader	ME/BE Civil engineering with minimum experience of 8 to 10 Years	4
Site Engineer	BE Civil engineering with minimum experience of 5 Years	15

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.

Appendix D: DELETED

Appendix E: 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 Employer's 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

(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--