

**ಬೆಂಗಳೂರು ಸಂಯೋಜಿತ ರೈಲು ಮೂಲಸೌಲಭ್ಯ
ಅಭಿವೃದ್ಧಿ ಉದ್ಯಮ ನಿಯಮಿತ (ಬಿ-ರೈಡ್)**

**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT
ENTERPRISE LIMITED (Bi-RIDE)**

Bi-RIDE

REQUEST FOR PROPOSAL

IFB No: Bi-RIDE/ PMIS/01/2026

Date:25.03.2026

Name of the Work

**Design, Supply and Implementation of Project Management Information
System (PMIS) for Civil, Electrical and System Works of Bengaluru
Suburban Transport Project (BSTP) and other projects.**

**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT
ENTERPRISE LIMITED**

(Bi-RIDE)

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

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REQUEST FOR PROPOSAL (RFP)

Design, Supply and Implementation of Project Management Information System (PMIS) for Civil, Electrical and System Works of Bengaluru Suburban Transport Project (BSTP) and other projects.

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**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT
ENTERPRISE LIMITED**

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

No. Bi-RIDE/ PMIS/01/2026

Date: 25.03.2026

TENDER NOTIFICATION
(E-procurement)

Design, Supply and Implementation of Project Management Information System (PMIS) for Civil, Electrical and System Works of Bengaluru Suburban Transport Project (BSTP) and other projects.

1. General Manager/Procurement, BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED invites technical and financial proposals from reputed Consulting Firms for the work as below:

Name of work	EMD/Tender Security	Approx. Value of Work (Excluding GST)	Period of Completion
Design, Supply and Implementation of Project Management Information System (PMIS) for Civil, Electrical and System Works of Bengaluru Suburban Transport Project (BSTP) and other projects	₹ 8 Lakhs	₹ 795,29,830	60 months

2. Selection will be based on Quality & Cost Based Selection Procedure (QCBS).
3. Interested applicants may access bidding documents (RFP) from the Central Public Procurement Portal <https://etenders.gov.in>.
4. Applicants meeting the minimum qualification criteria specified in the Letter of Invitation of RFP shall participate.
5. Pre-Bid meeting will be held on **08.04.2026 at 11.30 A.M.** Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before **2 days from the date of prebid meeting**. The postal address and email ID shall be as follows:

BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED

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

Rajajinagar 1st Block, Bengaluru-560010

E-mail: gmprocurement@kride.in

6. Last date for submission of bid is **27.04.2026, 15.00 Hours**.
7. Opening of Technical Bid is on **28.04.2026 at 15.00 Hours**
8. The Technical proposal, EMD and financial proposal shall be submitted in e-format as per the instructions in the RFP document.
9. Instructions to online submission refer Annexure-A below.

Please note, any changes in the schedule will be updated only on e-portal / K-RIDE Website <https://www.kride.in> and e-procurement portal <https://etenders.gov.in>. Therefore the bidders are advised to visit K-RIDE website and CPP Portal.

General Manager (Procurement)/ K-RIDE

E-mail: gmprocurement@kride.in

Instructions for Online Bid Submission

The tenderers are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the tenderers in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Tenderers are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online tenderer Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage with their profile. Digital Signature Certificate (DSC) must be obtained from any Certifying Authority empaneled with the Controller of Certifying Authority of India (e.g. Sify / nCode / eMudhra etc.), details of which are available on e-procurement portal under the link “Information about DSC”. Issuance of Digital Signature Certificate may take at least seven to ten business days, which may extend up to twenty-one business days in case of foreign applicants. Procedure for obtaining Digital Signature Certificate (DSC) by foreign applicants is available on e-procurement portal under the link “Downloads”. Tenderers are advised to plan their time accordingly and the Employer shall bear no responsibility for accepting tenders which are delayed due to non-issuance or delay in issuance of such Digital Signature Certificates.
- 5) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Tenderer 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.
- 7) The Tenderers may report to the Employer by emailing to gmprocurement@kride.in, if they have problem with in obtaining Digital Signature Certificate or in case of any restrictions related to debarment on the portal
- 8) Instructions for entering complaint/suggestion: The grievances or suggestions can be entered from the Home Page of the Central Public Procurement Portal (<https://eprocure.gov.in/cppp>).
- 9) For further information and any assistance in this regard Tenderers are advised to contact

e- procurement helpdesk by either:

- a. emailing to support-eproc@nic.in
- b. phoning **0120-4001 002, 0120-4001 005, 0120- 4493395**

International Tenderers are requested to prefix +91 as country code

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate Tenderers to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Tenderers may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the Tenderers have selected the tenders they are interested in; they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the Tenderers through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The Tenderer should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats.
- 4) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Tenderer has to ensure that size of each file should not exceed 40 MB before uploading.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Tenderers. Tenderers can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be

uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

Tenderer should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Tenderer will be responsible for any delay due to other issues.

The Tenderer has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

Tenderer has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

Tenderer should upload the scanned copy of Tender Security as per the instructions specified in the tender document. Otherwise the uploaded bid will be rejected.

Tenderers are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the tenderers. Tenderers are required to download the BOQ file, open it and complete the colored (unprotected) cells with their respective financial quotes and other details (such as name of the tenderer). No other cells should be changed. Once the details have been completed, the tenderer should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Tenderer, the bid will be rejected.

The server time (which is displayed on the tenderers’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the tenderers, opening of bids etc. The tenderers should follow this time during bid submission.

All the documents being submitted by the tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.

The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

The Tenderer whosoever is submitting the tender by his digital signature certificate shall invariably upload the scan copy of the authority letter with the tender submission.

ASSISTANCE TO TENDERERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

For any Technical queries related to Operation of the Central Public Procurement Portal Contact at:

Tel: The 24 x 7 Help Desk Number **0120-4001 002, 0120-4001 005, 0120- 4493395**

E-Mail: support-eproc@nic.in

International tenderers are requested to prefix +91 as country code.

SECTION 1
LETTER OF INVITATION (LOI)

SECTION 1. LETTER OF INVITATION

To,
All Interested Consulting firms

Dear Sir,

- 1) Bi-RIDE invites proposals to provide the following services: “Design, supply and Implementation of Project Management Information System (PMIS) with inbuilt Cloud Based Common Data Environment (CDE) for Civil, Electrical and System Works of Bengaluru Suburban Transport Project (BSTP) and other projects”. More details on the Services are provided in the attached Terms of Reference.
- 2) The Consultant shall assist the Client to effectively implement and administer the PMIS System focusing on both, the quality and timely implementation including Training and maintenance as set out in Section 5 - Terms of Reference (TOR).
- 3) A firm will be selected under the Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP), format as described in this RFP.
- 4) More details on the Services are provided in the Section 5- Terms of Reference (TOR).
- 5) The consulting firms meeting the minimum eligibility criteria shall only apply. (For minimum eligibility criteria please refer Section-2, Data sheet.)
- 6) The issue of this RFP does not imply that the Client is bound to accept any Bid that they receive, and the Client reserves the right to reject all or any of the Bids without assigning any reason whatsoever.
- 7) The Client reserves the right to cancel the procurement process at any time without assigning any reasons.
- 8) The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants & Data Sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Contract for Consultancy Services

On and /or behalf of KRIDE
GM (Procurement)

SECTION - 2
INFORMATION TO CONSULTANTS
(ITC)

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” intends to select a consultant in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for the consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 Consultant means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- bid meeting if one is specified in the Data Sheet. Attending the pre-bid meeting is optional and is at the Consultant's expense.
- 1.5 The Client will provide the inputs specified in the **Data Sheet**.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 The Consultant is required to provide professional, objective, and impartial advice and at all times hold the Client’s interest’s paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the

initial assignment (other than a continuation of the firm's earlier consulting services) for the same project. —

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

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

1.8 It is Bi-RIDE's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Bi-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 Procurement 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 Bi-RIDE and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and deprive Bi-RIDE of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GoK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK-financed contract; and

(d) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GoK.

- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (c).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the **Data Sheet**.
- 1.11 **EARNEST MONEY DEPOSIT: Refer Data Sheet**
- 1.12 Non-filling of all the entries in requisite Bid forms / incomplete Bid submission will be considered non-responsive and such bids shall not be considered for further evaluation.
- 1.13 It will be the responsibility of the Bidder who is submitting the bid on downloaded bidding documents to check and see any Addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all Addendum/Corrigendum.
- 1.14 Cost of the Bid Document: Refer Data Sheet
- 1.15 Registration in e-Tendering Portal: Refer Annexure-A above.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the **Data Sheet** before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the **Data Sheet**. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum/Corrigendum. Addendum/Corrigendum shall be uploaded in Central Public Procurement Portal and will be binding on all invited consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

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

Technical Proposal

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (i) If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual Consultant(s) and/or other consultants or entities in a joint venture or sub consultancy as appropriate.
 - (ii) The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) for the assignment. This estimate is indicative and the actual deployment shall be decided based on the rolling deployment schedule to be decided between the client and the successful consultant during the progress of the assignment.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or has an extended and stable working relation with it.
 - (iv) Proposed key professional staff must have minimum experience indicated in the **Data Sheet**.
 - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. However, CV of one person may be submitted in more than one proposal. Refer **Data sheet** for further information.
 - (vi) Reports to be issued by the consultants as part of this assignment must be in the language specified in the **Data Sheet**. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3G and 3H).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the **Data Sheet** specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared **non-responsive and summarily be rejected**.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including:

- (A) Cost of PMIS License**
- (B) Cost of Manpower: PMIS/CDE & BIM Expert**
- (C) Cost of Cloud Storage**
- (D) Cost for Training**

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

- 3.8 The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the consultant/Contractor's shall maintain its original proposal without any change including the availability of the Key experts, the proposed rates and the total price. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultant/Contractor's who does not agree has the right not to extend the validity of their proposals.

4. SUBMISSION AND OPENING OF PROPOSALS

- 4.1 The Completed technical and financial proposals must be submitted electronically on Central Public Procurement portal (CPP 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 Document to be submitted in hard copy form and the time period for such submission are specified in the **Data Sheet**.
- 4.4 **Proposal Opening**
- (i) The technical proposal will be opened in the e-procurement portal, on the date and time and address as indicated in the Data Sheet, in the presence of the consultants who wish to attend. The consultants shall submit the copy of relevant original documents at the time of opening of technical proposal.
- (ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the Technical Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

- 5.3 The Client's Evaluation Committee shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, Technical evaluation criteria, sub-criteria, point system and note specified in the **Data Sheet**. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

Opening and Evaluation of Financial Proposals;

- 5.4 After the technical evaluation is completed, the Client will reject those proposals which did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference. The Client will notify the consultants that have secured the minimum qualifying mark, indicating the date and time for opening the Financial Proposals. The notification may be sent by **electronic mail or CPP portal**.
- 5.5 The Financial Proposals shall be opened in e-portal as indicated in **Data Sheet** in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.
- 5.6 The Consultant shall submit the breakup of their financial proposal in the format given in "section-4 Financial Proposal Standard Forms" at the time of opening of financial proposals in e- Procurement Portal and as specified in **Data Sheet**.
- 5.7 The Evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have casted all items of the corresponding Technical Proposals, if not, the client will cause them and add their cost to the initial Price), correct any computational errors and as specified in Bid Data Sheet.
- 5.8 The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight given to the Technical Proposal; $P =$ the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: **$S = S_t \times T\% + S_f \times P\%$** . The Consultant achieving the highest combined technical/ financial score will be invited for negotiations/pre award discussion.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract as per the guidelines issued by finance department of GoK vide letter no PWD 1359 SO/FC 2001(P-2) dated 2002 or latest.
- 6.2 Pre award discussion or Negotiations may include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the professionals named in the Proposal. Before contract negotiations, the Client will require assurances that the professionals will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract.

7. AWARD OF CONTRACT

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

8. **CONFIDENTIALITY**

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

DATA SHEET
Information to Consultants

ITC Reference	General
1.1	<p>The name of the Client is: General Manager (Procurement), On and /or behalf of KRIDE Address: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru - 560010 E-mail: gmprocurement@kride.in</p>
1.1.1	The method of selection is: Quality Cost Based selection (QCBS)
1.2	<p>The Consultants are required to submit Technical and Financial proposal separately through CPP-portal.</p> <p>Name of the assignment is: Design, Supply and Implementation of Project Management Information System (PMIS) with inbuilt Cloud Based Common Data Environment (CDE) for Civil, Electrical and System Works of Bengaluru Suburban Transport Project (BSTP) and other projects.</p>
1.4	A pre-bid meeting will be held : The Date, Time and venue are as notified in CPP procurement portal.
1.5	The client will provide the inputs as specified in Terms of Reference (ToR)
Additional Para 1.7.1 (c)	<p>The Consultant shall be disqualified if:</p> <p>(a) The Consultant or any of its constituents included in the bid have been blacklisted/ banned business dealings for all Government Departments or by Ministry of Railways or by Bi-RIDE at any time till finalization of bids, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence.</p> <p>(b) Any previous contract of the Consultant or any of its constituents had been terminated for Consultant's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs at any time starting from 3 years before the deadline for submission of bids and up to one day before the date of opening of price bids;</p>

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

- (c) The Consultant or any of its constituents has been imposed delay damages of 5% or more of contract value by Bi-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned from the date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of bids on account of Consultant's/contractors request for deferring recovery to maintain cash flow and Bi RIDE has acceded to the same in the interest of the project or the work under the previous contract in question has not been completed before the deadline for submission of bids, unless imposition of such delay damages has been set aside by the Competent Authority.
- (d) The Consultant/Contractor or any of its constituents:
- i. has suffered bankruptcy/insolvency or
 - ii. is in the process of winding-up or
 - iii. has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process On the deadline of submission of bids or thereafter till finalization of bids.
- (e) The Consultant/Contractor is found ineligible by the Employer, in accordance with Data sheet.
- (f) The Consultant/Contractor its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids.

OR

The Consultant/Contractor its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer at any time after the deadline for submission of bids and upto one day before the date of opening of price bids.

	<p>(g) The Consultant/Contractor any of its constituents has changed its name or created a new business entity as covered by the definition of “Allied Firm” under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer.</p> <p>(h) Consultant/Contractor shall immediately inform the Employer in case they cease to fulfil eligibility. In case the Consultant/Contractor fails to inform the Employer or submits a false affidavit his proposal shall be summarily rejected and proposal security shall be forfeited. The Consultant/Contractor shall also be liable for Banning of Business dealings for a period up to five years.</p> <p>The Consultant/Contractor shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Performa given in Section 3. Non-submission of an affidavit by the Consultant/Contractor shall result in summary rejection of his proposal</p>
1.7.2	The client envisages the need for continuity for downstream work: Yes
Additional Para 1.8	<p>GOK’s/Bi-RIDE 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>(aa) “Corrupt Practice” means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution</p> <p>(bb) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity and includes collusive practice among the 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>(cc) “collusive practice” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to</p>

	<p>influence the action of any party in a procurement process or the execution of a contract</p> <p>(dd) “coercive practice” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract</p>
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
1.11	<p>In this tender, a tender security/ EMD/ Bid Security of INR ₹ 8,00,000/ (Rupees Eight Lakhs only) shall have to be paid.</p> <p>The instrument type for payment of tender security/ EMD shall be Demand Draft, Bank Guarantee, RTGS & NEFT. No other mode of payment will be accepted</p> <p>(i) Payment of tender Security is to be made by Demand Draft, Bank Guarantee, RTGS & NEFT. The details of bank account of Bi-RIDE are mentioned in succeeding para. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Tender security/EMD).</p> <p>(ii) Payment of tender security is to be made by Demand Draft, Bank Guarantee, RTGS & NEFT. BG/Demand Draft shall be submitted in original in a sealed envelope in the office of GM/Procurement & Contracts within due date and time of submission end date of tender.</p> <p>(a) Validity of Tender Security/EMD in case of BG shall remain valid for a period of 45 days beyond the final bid validity period.</p> <p>(b) Bid security shall be in form of unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section- 4: Bidding Forms.</p> <p>(c) A scanned copy of this BG is to be uploaded online and the Bidder should ensure physical submission of the original bank guarantee at the office of Bi-RIDE at address specified in Bidding Documents, after the last date of online Tender submission and before the opening of technical bid.</p> <p>(d) If the Bidder fails to submit the scanned copy at the aforesaid (c. above) online and fails to submit the original bank guarantee (c. above) at the Bi-RIDE office, his bid shall not be considered for opening/evaluation & shall be rejected outright</p>

	<p>(e) Bankers Detail of Employer (Bi-RIDE) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS).</p> <p>Beneficiary: Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi- RIDE) Account Number: 9921201002074 Bank: Canara Bank Branch: Prime Corporate (Bengaluru) IFSC Code: CNRB0002636</p> <p>Note: -</p> <p>(a) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-4 of Bid Document and its authenticity shall also be verified from the issuing bank.</p> <p>(b) Further, the Tender Security in Original form along with a copy of “MT760COV (in case of Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) sent by the BG issuing Bank Sealed in an envelope shall be submitted.</p> <p>(c) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-4), which leads to affect the interest of Bi-RIDE adversely, shall not be accepted. In such case Bi-RIDE reserves the right to reject the EMD/Bid Security & disqualify the bid.</p>
1.14	<p>Tender can be downloaded from https://etenders.gov.in/e procure/app. After paying ₹ 25,000/- (inclusive of 18% GST) Non-Refundable (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS on the bank details as provided below. No other mode of payment will be accepted.</p> <p>The details of bank account of Employer as mentioned below: Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi- RIDE) Account Number: 9921201002074 Bank: Canara Bank Branch: Prime Corporate (Bengaluru) IFSC Code: CNRB0002636</p> <p>The Tenderers are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) failing which payment may not be considered at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost, if applicable)</p>
1.15	REGISTRATION IN CPP Potral: Refer Annexure-A
2.1	<p>Clarifications may be requested at least 2 days to prior to the date of pre-bid meeting.</p> <p>The address for requesting clarifications is indicated in Para 1.1 above</p>

3.1	Proposals should be submitted in the following language(s): <u>English</u> All correspondences shall be in English language.
3.3 (ii)	Please refer Form 4B of Section -04
3.3 (iv)	Please refer Appendix C. Key Personnel.
3.3 (v)	Please refer Appendix C. Key Personnel.
3.3 (vi)	Reports to be issued by the consultants as part of this assignment must be in English
3.3 (vii)	<p>(a) Eligible Bidders:</p> <p>(i) A bidder may be a natural person, private entity, government owned entity who is the OEM or OEM Authorised Entity</p> <p style="text-align: center;">OR</p> <p>(ii) A bidder may be any combination of natural person, private entity, government owned entity and OEM/OEM Authorised Entity with a formal intent to enter into an agreement or under existing agreement in the form of a Joint Venture (JV).</p> <p>Note:</p> <p>I. “Original Equipment Manufacturer (OEM)” shall mean developer of the Cloud-Based Common Data Environment Software proposed by the bidder or its subsidiary, registered / incorporated in India</p> <p>II. “OEM Authorised Entity (OEMAE)” shall mean any natural person, private entity, government owned entity authorised by the OEM to act on behalf of the OEM for the purpose of bidding for this work</p> <p>III. If the Applicant comprises a number of firms combining their resources in a joint venture (JV), the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered after award of work and shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BI-RIDE. Bidder must have experience in execution of work as per Annexure-1B – Eligibility Criteria Matrix.</p> <p>IV. Lead partner must have majority share participation (not less than 50%) in the JV and no JV partner shall have less than 25% share in JV. In case of JV, change in constitution or percentage participation shall not be permitted at any stage after the bid submission otherwise the Bidder shall be treated as non-responsive.</p> <p>V. Credentials of Associates, Parent Companies or Sister Companies shall not be considered unless they are a part of Joint Venture</p> <p>VI. JV shall be read as JV/Consortium throughout the document</p>

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

Explanation: -

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
- e. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(b) Joint Ventures:

Tendering by a joint venture of Contractors is permissible subject to following conditions:

- a. If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered after award of work and shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GoK.

- b. The joint venture must satisfy collectively the Qualification criteria. For this purpose, the following data of each member of the joint venture may be added together to meet the collective qualifying criteria:
- i. Average annual turnover (sub clause 5.3B of **Data sheet**).
 - ii. Particular experience including key production rates. (Sub clause 5.3A & 5.3 B of Data sheet)
 - iii. Financial means liquid assets, (Sub clause 5.3 E(i)) assessed available Tender capacity & the audited balance sheets or other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate current soundness of the applicant's financial position and indicates its prospective long-term profitability.
 - iv. Personnel capabilities (Annexure-2 of TOR): List of minimum key staff/position required during the Consultancy implementation).
 - v. Equipment capabilities: Not applicable.
 - vi. Lead partner must have a minimum of 50% participation in the JV. If a bidder is a JV, it shall be registered subsequent to award of the Contract.
- c. Each partner must satisfy the following criteria individually:
- i. Adequate Sources to meet financial commitments on the other contracts.
 - ii. Financial Soundness (Instructions to Tenderers: The intending Tenderer/firm/company shall provide the audited balance sheets or other financial statements acceptable to the Employer for the last five years and must demonstrate the current soundness of the applicant's financial position and indicate its prospective long-term profitability. If deemed necessary, the Employer shall have the authority to make enquiries with the applicants' bankers).
 - iii. Litigation History (Instructions to Tenderers: The intending Tenderer/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the last five years. The consisting history of awards against the tenderer or any partner of a joint venture may result in failure of the application).

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

v. All members of the joint venture must have experience in execution of similar work.

d. **Joint venture is restricted to 3 (Three) number of partners.** One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

e. All partners of the joint venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 3.3 vii(b) (d) above. **To enable the above, each of the partners of the joint venture shall meet not less than 25% of the qualifying criteria specified for Average annual turnover and Line of credit / liquid assets. All members of the joint venture must have experience in execution of as per Annexure1B- Eligibility Matrix..**

f. A copy of the Joint Venture Agreement (JVA) or MoU entered into by the partners shall be submitted with the Application. Pursuant to Sub-3.3 vii(b) (c) to 3.3 vii(b) (f) above, the JVA shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities.

The lead partner shall enter into a Joint Venture agreement of Rs. 200.00 stamp paper in the prescribed format which shall be concluded prior to Tender and enclosed to the Tender document J.V. Partner shall not enter in to multiple J. V's with different Tenderers of the same work.

The qualification of a joint venture does not necessarily qualify any of its partners to tender individually or as a partner in any other joint venture or

	<p>association. In case of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may qualify if they meet all of the qualification requirements, subject to the return approval of the Employer.</p> <p>A Subsidiary Company, registered/incorporated in India, for the purpose of meeting the eligibility criteria, may utilize the financial and technical credentials of their parent/holding company having not less than 90% share in the subsidiary company. This will be subject to submission of an undertaking by the parent company that they will be providing the financial and technical back-up for the completion of the works in the subject bid by the bidder and also will be wholly responsible for the services required to be rendered as per the scope of work in the subject bid. In such case the bidder shall submit necessary documents to substantiate the shareholding of parent /holding company in the subsidiary Company.</p>
<p>Additional Para 3.3 (viii)</p>	<p>The estimated number of professional staff months for the assignment is indicated in the Price Schedule / BoQ.</p> <p>The Consultant’s Proposal must include at least the minimum time-input of Key Professionals and Sub-professionals specified in in the Price Schedule /BoQ.</p> <p>If a Proposal includes less than the required minimum time-input, the shortfall in time-input will be increased to the minimum time-input during evaluation and amount revised accordingly.</p> <p>Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>
<p>3.4 (viii)</p>	<p>a) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p> <p>b) The proposed work plan and methodology in the Technical Proposal shall not exceed 20 pages.</p> <p>Submission of Standard Forms:</p> <ul style="list-style-type: none"> (i) 3I. BID Security Declaration Form (ii) 3J. Format for Power of Attorney for authorised signatory of single entity/Joint venture members (iii) 3K. Format for Power of Attorney to Lead Member and Authorised Representative of Joint Venture (iv) 3L. Memorandum of Understanding (Mou¹) For Joint Venture Participation Between (v) 3M. Consultant’s Organization and Experience

	<ul style="list-style-type: none"> (vi) 3N. Financial Data (Works Done During the Latest Five Financial Years) (vii) 3O. Financial Data for Latest 5 Years (viii) 3P. Code of Conduct Environmental, Social, Health and Safety (ESHS) (ix) 3Q. Format for Affidavit to be Submitted by Bidder Along with the Bid (x) 3R. Format for Certificate to be Submitted by Bidder long with The Bid (xi) 3S. Format for Certificate to be Submitted by Bidder along with the Bid for Sub Contracting (xii) 3T. Form of Parent Company Guarantee
3.6	<p>In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including:</p> <ul style="list-style-type: none"> (A) Cost of PMIS License (B) Cost of Manpower: PMIS/CDE & BIM Expert (C) Cost of Cloud Storage (D) Cost for Training
3.6 (a)	<p>The price shall include cost of key personnel, remuneration, support staff, office expenses (including rent), printing and stationery, over heads and any other costs incidental towards the Contract. All duties, taxes, royalties, cess and other levies payable by the Consultant under the Contract, or 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	<p>Proposals must remain valid a period of 180 days after the deadline date for submission of proposals as notified in Central Public Procurement Portal.</p>
4.1	<p>The para 4.1 to be read as:</p> <p>Deadline date and time for submission of completed proposals is as notified in CPP Portal.</p> <p>The Proposal must be sent electronically through CPP portal https://etenders.gov.in. The CPP Portal will not allow proposals to be uploaded</p>

	after the Due date and Time for submission of proposal. For details on e-Payment services and more details on the process refer to CPP Portal.
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 material financial information shall be declared non-responsive/will lead to rejection of bids.</p>
4.3	<p>The para 4.3 to be read as:</p> <p>The Consultant must submit the following documents to the client at the address mentioned in 1.1 above on or before the due date & time of opening of Technical Proposals:</p> <p>a. Tender Security/Earnest money deposit (EMD) (Only applicable upon submission of BG/Demand draft).</p>
4.4	<p>The para 4.4 to be read as:</p> <p>Proposal Opening:</p> <p>i) The technical Proposals will be opened in the CPP Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the consultants who wish to attend. The Consultants shall submit the copy of the necessary relevant original documents at the time of opening of technical proposal.</p> <p>ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.</p>
Additional Para 4.4 (a)	Time and Date of opening of Technical Proposal is as notified in CPP Portal. The Technical Proposals will be opened in the CPP Portal, in the presence of the bidder who wish to attend.
5.3	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p>Stage 1: Technical Eligibility Criteria:</p> <p>Minimum Eligibility Criteria:</p> <p><u>i) Work Experience:</u></p> <p>Bidder must have successfully completed/substantially completed the following during last five years ending last day of the month previous to the month of tender submission as given below:</p>

<p style="text-align: center;">5.3A</p>	<p>i. At least One “Similar Work” of value of INR 6.4 Crore or more OR</p> <p>ii. At least two “Similar Work” of value of INR 4 Crore or more OR</p> <p>iii. At least three “Similar Work” of value of INR 3.2 Crore or more.</p> <p>In case of joint venture, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV having different constituents, then the value of work as per their percentage participation in such JV shall be considered.</p> <p>“Similar Works” for this Contract shall be defined as below: Supply and Implementation of Project Management Information System (PMIS) with inbuilt Common Data Environment /Electronic Data Management Software Solutions for Large Infrastructure Projects shall mean <i>Railway/Metro/RRTS/Airport /Shipyards/Refineries/Steel/Power Plant Projects</i></p> <p>Notes:</p> <ol style="list-style-type: none"> <i>1. In case the Similar work(s) submitted by the bidder contain other software solutions also, only the portion of Eligible Work(s) pertaining to the Common Data Environment / Electronic Data Management Software Solutions shall be considered.</i> <i>2. A work shall be considered as substantially completed if work of Supply, installation and minimum one year of on-site support has been completed ending last day of the month previous to the month of tender submission..</i> <p>ii) Certifications: The Bidder must have the following certification – ISO 9001: 2015</p>
<p style="text-align: center;">5.3B</p>	<p>Financial Eligibility Criteria: Financial Standing: The bidders will be qualified only if they have minimum financial capabilities as below:</p> <hr/> <p>(i) Liquidity: It is necessary that the firm can withstand cash flow that the contract will require until payments are received from the Client. Liquidity therefore becomes an important consideration. This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of</p>

credit and other financial means to meet cash flow of ₹ 0.53 Cr for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.

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

In case of JV this criteria must be fulfilled by the Lead Member.

(ii) Average Annual Turnover from Consultancy Services: The tenderer must have received payments from IT Consultancy services (Cloud based IT/PMIS) in the **last five financial years** and a current financial year up to the date of indentation of tender, which amounts to ₹3.2 Cr The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance Sheet duly certified by the Statutory Auditor/Certificate from Statutory Auditor duly supported by Audited Balance Sheet

(iii) Net worth: All partners of JV or a Sole bidder **should have positive** net worth in the **last financial year**. Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance Sheet duly certified by the Statutory Auditor/Certificate from Statutory Auditor duly supported by Audited Balance Sheet.

Notes:

- i) Financial data for latest last **five** audited financial years has to be submitted by the bidder in Form 3N (Financial data) & Form 3 O (Financial data for last 3 years) of section 3 bidding forms along with audited balance sheets. The financial data in the prescribed format shall be certified by Statutory Auditor with his stamp and signature in original with membership number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous '2' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any **year other than** the last year is not submitted, the tender may be considered as non-responsive.
- ii) Where a work is undertaken by a group, only that portion of the contract

	<p>which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.</p> <p>iii) Client certificate from other than Govt. Organisation should be duly supported by Form 16 A/26 AS generated through TRACES of Income Tax Department of India.</p> <p>(iv) Bid Capacity: Bidders will be qualified, if their available Bid capacity is more than the tendered value. The available Bid capacity will be calculated as under</p> <p>Assessed available tender capacity = (A*N*1.5 - B) Where</p> <p>A = Maximum value of works executed in any one year during the last five financial years updated to the current price level @10% per year. N = Number of years prescribed for completion of the works for which tenders are invited. B = Value of existing commitments and on-going works to be completed during the period of completion of the work for which tenders are invited</p> <p>The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.</p>
	<p>V. Explanation for Eligibility Criteria:</p> <ol style="list-style-type: none"> 1. In case a work is started prior to 05 (Five) years, ending on the last day of month previous to the one in which tender is invited, but completed within Five years, ending on the last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials. 2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials for item 5.3 A. 3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials for Item 5.3A 4. Deleted. 5. In case a work is considered similar in nature for fulfilment of technical

credentials, the overall cost of that work including Price Variation Clause (PVC) amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

6. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant Documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, 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.
9. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 7 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In partnership firm of A&B partners, A or B partner cannot use credentials of

	<p>partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.</p> <p>11. In case a partner in a partnership firm is replaced due to succession as per the applicable succession law, the proportion of credentials of the previous partner will be passed on to the successor.</p> <p>12. In case percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any changes in their value.</p> <p>13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.</p> <p>14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.</p> <p>15. In case company A is merged with company B, then company B would get the credentials of company A also.</p>
	<p>VI. Other Requirements: The bidder must ensure the following</p> <p>i) In case of Single Entity: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder.</p> <p>ii) In case of Joint Venture - Max No. of partners: 3</p> <p>iii) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this Bid only if the bidder is registered with the Competent Authority.</p> <p>iv) Litigation History (The intending Bidder/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the last five years. The consisting history of awards against the Bidder or any partner of a joint venture may result in failure of the application).</p> <p>v) “Bidder from a country which share a land border with India” for the</p>

purpose of this Order means: -

1. An entity incorporated, established or registered in such a country; or
2. A subsidiary of an entity incorporated, established or registered in such a country; or
3. An entity substantially controlled through entities incorporated, established or registered in such a country; or
4. An entity whose **beneficial owner** is situated in such a country; or
5. An Indian (or other) agent of such an entity; or
6. A natural person who is a citizen of such a country; or
7. A joint venture where any member of the joint venture falls under any of the above.

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

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

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
- e. Where no natural person is identified under (i) or (ii) or (iii) above,

	<p>the beneficial owner is the relevant natural person who holds the position of senior managing official;</p> <p>f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p>
	<p>Stage 2: Technical Evaluation</p> <p>A) Technical Evaluation:</p> <p>Bids that qualify the criteria set for Technical Capacity (5.3A and 5.3B) shall be evaluated for technical marks (Minimum Technical Score “St” to qualify in technical bid is 80) as per the following criteria:</p> <p>A.1 Demonstration of Annexure-1A Functional Requirement Specification (FRS):</p> <p>For the evaluation, the bidder shall submit duly filled FRS in Annexure-1A and make a demonstration to the Employer establishing the availability of the functional requirements specified therein.</p> <p>The date/time for such Demonstration shall be advised to the bidders subsequently. In case the bidder is OEM Authorized Entity, then the bidder must ensure the presence of authorized representatives of the OEM during the demonstration.</p> <p>Bidder shall make a demonstration to the Employer establishing the fulfillment of each functional requirement specified in Annexure-1A. Bidders will be assigned 1 mark against successful demonstration of each functional requirement. Max. Marks allotted – 170 Marks.</p> <p>A.2 Bidder’s understanding of Scope of Work, Work Plan and Features of Software Bidder to submit a brief write up no more than 20 pages describing his understanding of the Scope of Work, Work Plan and features of the Software highlighting at minimum below key points:</p> <ol style="list-style-type: none"> 1. Ease of operability 2. Scalability to handle future multiple users 3. Suitability of platform proposed as per the requirement stated in scope of

	<p>work</p> <ol style="list-style-type: none"> 4. Approach for ensuring the Service Level Agreement compliance 5. BIM enabled environment 6. Ease of preparation of workflows 7. Support post Go-Live of the CDE platform 8. Training and knowledge transfer. <p style="text-align: center;">Max. Marks allotted – 10 Marks</p> <p>A.3 Bidder’s Presentation with a demonstration of the Implementation plan.</p> <p style="text-align: center;">Max. Marks allotted – 10 Marks</p> <p>A.4 CV of CDE and BIM Expert (More than 6 yrs of Experience). Bidders shall submit this CV of Expert.</p> <p style="text-align: center;">Max. Marks allotted – 10 Marks</p> <p>Max. marks allotted shall be A.1+A.2+A.3+A.4 = 200 marks.</p> <p>The arrived marks by adding A.1+A.2+A.3+A.4 shall be further divided by 2 to arrive at technical score “St”.</p> <p>For Ex: If bidder gets A.1+A.2+A.3+A.4 = 180 marks, then the bidder technical score is 90 points.</p> <p>Minimum Technical score “St” to qualify in technical bid is 80.</p>
5.3 C	<p>Price Bid Evaluation:</p> <p>Price Bids of only the Bidders who score a minimum ‘St’ of 80 (the “Qualified Bidder”) shall be opened.</p> <p>The Employer will notify all those Bidders whose technical proposals did not meet the minimum qualifying score or were considered non-responsive indicating that their Price Bidswill remain unopened.</p> <p>The Employer shall simultaneously notify the Bidders that have scored a ‘St’ equal to or more than the minimum stipulated score indicating the date and time set for opening the Price Bids through the CPP portal. Price Bid shall be opened in the presence of the Bidders. After correcting any arithmetical errors, the evaluation of the price quotations will be made.</p>

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

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

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

F = The Price of the proposal under consideration,
Fm = Lowest price of all opened Price Bids.

Final combined score (S) shall be calculated as:

$$S = (St \times 0.8) + (Sf \times 0.2)$$

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

Technical Score (St), Financial Score (Sf) and Combined Score (S) shall be rounded off up to two decimal places. In case more than one bidder has equal S, the one having the higher/highest 'St' will be declared successful

Note:

1. The Bidder shall have an office in Bengaluru or shall set up an office after the award of the work. The experts/manpower shall be made available by the bidder till the end of the Contract period. The bidder shall deploy non-key experts and support staff, for the execution of the work, in addition to the above key experts/manpower.
2. For the presentation of Approach & Methodology, Bidders meeting the eligibility criteria will be invited and Bidder shall make the presentation in the presence of his team representatives.

3. The presentation shall be made by the Project Director/Team Leader designate. The date and time for the presentation will be intimated to the Bidders by Bi-RIDE.

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

c) The Bidder shall be Disqualified if:

(i) The Bidder or any of its constituents and/or sub-consultant included in the bid has been blacklisted/ banned from business dealings with all Government Departments, in the State by the Government of Karnataka or by Ministry of Railways (MOR) or by Bi-RIDE at any time till finalization of Proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the Proposals, for which satisfactory evidence is to be produced.

(ii) Any previous contract of the bidder or any of its constituents had been terminated, for bidder's failure, of part terminated for its as a JV partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd.(Bi-RIDE)/Government of India and its PSUs/ Government of Karnataka and its PSUs, within a period 3 (three) years before the deadline for submission of bids and up to one day before the date of opening of price bids;

Provided, however, there is no stay order or declaration by any Court against such termination of the contract by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs; or such termination of the contract has not been revoked by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs or competent authority of Bi-RIDE; or Government of India and its PSUs/ Government of Karnataka and its PSUs, have not have passed an order of non-applicability of disqualification of the bidder or any of its constituents despite such termination of the said contract.

(iii) The bidder or any of its constituents has been imposed delay damages

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

(iv) The bidder or any of its constituents:

(a) has suffered bankruptcy/insolvency or

(b) is in the process of winding-up or

(c) has any ongoing case of insolvency before the NCLT/any Court, where Interim Resolution Professional (IRP) has been appointed or is appointed at any later stage of the insolvency process, on the deadline of submission of bids or thereafter till finalization of bids.

(v) The bidder or any of its constituents are found or deemed to be ineligible by the Client, in accordance with Data Sheet.

The bidder or any of its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs, to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids.

OR

(vi) The bidder or any of any of its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs, to be a poor performer at any time after the deadline for submission of bids and up to one day before the date of opening of price bids.

(vii) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned from business dealings or suspended from business dealings or having been declared poor performer

5.5	The Financial Proposals will be opened in the CPP Procurement Portal on the date and time, as mentioned in CPP procurement portal.
5.7	<p>The formula for determining the financial scores is the following:</p> <p>[$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price, and F the price of the proposal under consideration]</p> <p>The weights given to the technical and Financial Proposals are: T= 0.80 and P= 0.20</p>
5.8	<p>Price Bid Evaluation</p> <ul style="list-style-type: none"> i. Price Bids of only the Bidder who score a minimum TS of 80 (the “Qualified Bidder”) shall be opened. ii. For financial evaluation, total cost of bid price quoted shall be considered. iii. The Tender Evaluation Committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the Bidder shall however be required to carry out such obligations without any compensation. iv. In case, if Authority feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected. v. The lowest financial proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores of other proposals will be computed as follows: <p>$S_f = 100 \times F_m / F$</p> <p>(S_f = Financial Score, F_m= Amount of lowest bid, F= Price of the proposal under consideration)</p> <p>S_t=Score obtained in technical bid.</p> <p>Combined evaluation of Technical and Financial Proposals – Proposals will finally be ranked according to their combined technical (S_t) and Financial (S_f) scores using the weightages mentioned below.</p> <p>The weights given to the technical and Financial Proposals are:</p>

	<p>$T= 0.80$ and $P= 0.20$ $S= St \times 0.8 + Sf \times 0.2$</p> <p>Where,</p> <p>S= Combined Score of Bidder St=Technical Score out of 100 Sf= Financial Score out of 100</p> <p>The Combined Score of the Bidder would be calculated and the Bidder with the highest Score will be declared as successful Bidder subject to approval by Competent authority.</p> <p>Technical Score (St), Financial Score (Sf) and Combined Score (S) shall be rounded off up to two decimal places. In case more than one Bidder has equal Score, the one having the higher/highest St will be declared successful.</p>
6.1	<p>The address is the same as indicated in Para 1.1 above</p>
<p>Additional Para 6.6</p>	<p>Technical Negotiations/Pre award discussion:</p> <p>The technical negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client’s inputs, the Particular conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected</p> <p>Financial Negotiations:</p> <p>The Financial negotiations include the clarification of the Consultant’s tax liability in the Client’s country and how it should be reflected in the Contract.</p> <p>In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts’ remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates.</p> <ol style="list-style-type: none"> 1. Deleted. 2. The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the highest combined score. In case of more than one bids are evaluated to have equal combined score the one having the highest Technical score will be

	<p>declared as substantially responsive to the bidding document.</p> <ol style="list-style-type: none"> 3. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 2 Information to Consultant and Data Sheet are still being met by the Bidder whose offer has been determined to be the highest combined score. A Bid shall be rejected if the qualification criteria as specified in Section 2 Information to Consultant and Data Sheet are no longer met by the Bidder whose offer has been determined to be the highest combined score. In this event the Employer shall proceed to the next highest combined score to make a similar reassessment of that Bidder’s capabilities to perform satisfactorily. 4. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant’s authorized representative. 5. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations
<p>Addition al Para 7.1.1</p>	<p>Award Criteria:</p> <ol style="list-style-type: none"> 1) Negotiations are not normally permitted. However, if the Competent Authority is of the view that the negotiations should be held for any valid reasons the same shall be held at the address indicated in the Clause 1.1 of the Data sheet with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign the Contract on behalf of the Consultant. Negotiations with the bidders being considered for the award of work. 2) The bidder found successful in accordance with the Section-2 – Information to Consultant and Data Sheet, shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the bidder under this bidding document and to discuss issues such as availability and deployment of Key Expert(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may be resorted to. 3) Deleted

	<p>4) Notwithstanding the above, the substitution of BIM Experts at the negotiations stage may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p> <p>5) Notification of Award:</p> <p>a) The Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.</p> <p>b) Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted by the Competent Authority at BI-RIDE's Corporate Office at Bengaluru. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract.</p> <p>c) Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.</p>
<p>7.2</p>	<p>Signing of Contract</p> <ol style="list-style-type: none"> 1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. 2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. 3. The cost of stamp duty of the Contract Agreement shall be borne by the consultant/contractor as per the Karnataka Stamp Duty Act.

<p>Additional 1 Contract Condition - 1</p>	<p>(A) Special Provisions for Micro and Small Enterprises (MSEs):</p> <ul style="list-style-type: none"> i) Applicants registered with the agencies (as mentioned in para ii) below) as micro or small enterprise (MSE) are exempted from the payment of BID/bidding document fee as well as from deposit of proposal/Bid security. ii) Applicants who are interested in availing themselves of above benefits will enclose with their proposal; <ul style="list-style-type: none"> a) The proof of their being micro or small enterprise (MSE) registered with any of the following agencies; <ol style="list-style-type: none"> 1. District Industries Centres 2. Khadi and Village Industries Commission 3. Khadi and Village Industries Board 4. Coir Board 5. National Small Industries Corporation 6. Directorate of Handicraft and Handloom 7. 'Udyog Aadhaar' – The Online Portal of MSME 8. Any other body specified by Ministry of MSME. b) Supporting document(s) indicating the terminal validity date of registration which should be a date after the deadline for submission of proposals, failing which, their proposals shall not be liable for consideration of benefits detailed in para (i) above. <p>(B) Preference to Make in India:</p> <p>The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and there will be no margin of purchase preference. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard.</p>
<p>Additional 1 Contract Condition - 2</p>	<p>Unfair Competitive Advantage:</p> <p>Fairness and transparency in the selection process require that the Contractors or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data sheet and make available to all Contractors together with this Tender all information that would in that respect give such Contractor any unfair competitive advantage over competing Contractors.</p>

Functional Requirement Specifications of BIM enabled Project Management Information System (PMIS)

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
General		
1.	The platform with a custom URL, single-sign-on (SSO) with existing platforms as per Bi-RIDE requirements in login and major interface pages.	
2.	The platform should be a cloud-based, auto-scalable application with the amount of data to be managed and users with controllable access. The system must dynamically allocate computing and storage resources based on real-time demand, ensuring performance and availability.	
3.	Mandatory that data is hosted and processed in a MEITY empanelled Indian Data Centre with geo-fencing of Information within Indian geographical boundaries.	
4.	The platform should be configurable and customizable as per the project and organization requirements	
5.	The system should have open API endpoints and documentation related to API development for integrating the system with other solutions like MSP/Primavera, ERP, Facility Management, or Vendor Management Systems, BMS/CAFM/CMMS, etc.	
6.	The system should have the capability to have enhanced security measures via 2-factor authentication, DSC i.e. Digital Signature Certificate verification, or AADHAR-based verification or Active directory based multi factor authorization to protect the Project's critical data.	
7.	The platform, along with a web-based interface, should also have a Desktop Application that can be installed. This should allow users to access project data and does not necessarily require them to open and access the platform through a web browser.	
8.	System Should provide the search and advanced/AI assisted search options through any field, metadata, or workflow process for the retrieval of data.	
9.	<p>This module shall allow Role-based Access to create different User roles and allocate varying levels of roles and access to these shall be based on the requirements of the Project. The main functions of this module are, but not limited to, as follows:</p> <ul style="list-style-type: none"> • Define different levels of users and define different system capabilities for each level of user • Restrict access to certain folders to users • Different permission settings, including view, download, no access, etc 	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
	Create, edit and manage groups which can be formed as per roles or designations.	
10.	The platform should have a module to capture the Minutes of meeting.	
Design		
11.	Read/ interface with CAD and 3D,4D,5D model software, AutoCAD and REVIT.	
12.	Provide BIM 3D Management special features: sharing, visualization, coordination, enriched models. Visualization of project tracking with 3D,4D,5D models; planned vs. actual; model shall be data driven, should have colour codes to track the components which are delayed, on time, cost-over run etc	
13.	system shall be able to automatically sync (without the need to manually convert) formats like AutoCAD, Revit, DGN. Users shall be able to view and review them on a simple web browser without needing design tool licenses.	
14.	Viewing/Comparing files in native file formats and Open-BIM-standard formats like IFC (Industry Foundation Class) or BCF (BIM Collaboration Format) should be available	
15.	Open and view 3D,4D,5D BIM, 2D CAD, excel, Word, PDF, presentations (.ppt), Images (.jpg), Video (.mp4), etc. files on the web without the need to download the files on the system	
16.	The viewer should have different shading options, such as consistent colors, X- ray, Wireframe, Hidden lines, Shaded lines, Shaded, etc	
17.	Users should be able to navigate, zoom in and out, rotate the model around any selected point, and pan the model with simple clicks using the mouse device or touch screen.	
18.	Users should be able to do a walkthrough of the model	
19.	The cost databases and schedule of rates should be automatically fetched from the ERP system being currently used by Bi-RIDE through API integration	
20.	Users should have access to a dedicated metadata viewing feature within the web viewer, enabling them to view all element metadata directly in the model's original native file format, without requiring any file conversion.	
21.	Users should be able to create, share, and save views of models. Upon opening the model and clicking on the view, the viewer should directly take the user to the created view with the exact same viewing settings.	
22.	Users should be able to change viewer settings	
23.	Users should be able to compare different versions of 3D Models to detect	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
	changes that happened in the latest design or document compared to the previous version under comparison.	
24.	Users should be able to compare different versions of 2D CAD Drawings to detect changes that happened in the latest design or drawing compared to the previous version under comparison.	
25.	The platform should allow users to compare PDF files(side by side)	
26.	Standard 3D Engineering file formats should be viewable & supported on the platform.	
27.	Ability to view LOD 500 Models with embedded non-graphical information, and update them with As-built Metadata	
28.	Ability to attach documents and files to objects/elements in the 3D model	
29.	Ability to filter model components through metadata and properties within 3D BIM Model	
30.	The merge or model federation functionality should be enabled in such a way that with new versions in the underlying individual files/models, the merged/federated model should also produce new versions and get updated simultaneously.	
31.	System shall be capable of highlighting changes on a federated multi-disciplinary 3D model level (not individual file comparison) and highlight changes in colors with legend (added / removed / modified).	
32.	System should support built-in opening & viewing of federated Building Information Models in geolocated way from native formats like RVT, DWG, DN without manual conversions to IFC format including ability to see layers, object categories and all the properties of the elements in the model.	
33.	System shall be able to check changes in 3 aspects: geometry, properties and placement.	
34.	Generate and manage RFIs (Request for Inspection) and Technical Queries (TQ) through issues & reviews	
35.	System shall provide a utility to configure custom request forms.	
36.	System must be able to link supporting information objects to the RFI/TQ, e.g. Documents, Images etc.	
37.	System shall provide a configurable workflow for each type of RFI. A RFI workflow is triggered by someone submitting an RFI. The system should also be able to generate email notifications for the user for RFI/TQ generated and its responses	
38.	System shall support the ability to assign actions and action due dates to RFI/TQ and other correspondences.	
39.	Determine the structure of the metadata assigned to documentation.	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
40.	Set mandatory metadata fields (1 or more) before a document is uploaded to the system	
41.	The plugin should be available to directly upload BIM models created in Autodesk Revit software, along with the sheets in the Revit model. Ability to automatically bring over 2D sheets available in 3D model from formats like .RVT/.DGN without need to manually link while syncing the model	
42.	Provides facility to create workspaces for organizations as per ISO-19650 guidelines for design processes	
Design Approval Workflows		
43.	Create, configure, and reconfigure reviews & approval workflows. The ability for a user to define workflows in a simple drag and drop fashion using a graphical interface	
44.	Create, share/send, and manage submittals and transmittals	
45.	System should have the ability to alert a user if a document/drawing/file/submittal is past its assigned due date for the requested response/action.	
46.	System must have the ability to define a Distribution List	
47.	Perform real-time reporting/tracking of the flow of information	
48.	The platform should allow users to create templates for Progress Updates, health and safety checklists, quality checklists, non-conformance reports, Requests for Inspections (RFI), and permit-to-work forms	
49.	Support issue tracking and management (e.g. issue definition, assigning issues to owners, converting issues to tasks)	
50.	The platform should enable the creation of review workflows with any number of levels. Each level can be pre-configured so that the users participating at that stage are predetermined. The platform must support reviews conducted either sequentially or in parallel and provide configuration options for specifying the minimum number of approvals required at any stage, defining mandatory levels, or skipping a level if permitted. The workflow should ensure that the review progresses to the next stage with different users only after all prerequisites of the previous stage are met. Additionally, the platform should allow the inclusion of users from different organizations in the review flow, if required.	
51.	Perform markups, annotations, sketching, and comments on PDF, CAD, BIM, and document files on the cloud platform without the requirement of installing any separate software and should be able to export/download this annotated file to store on their device	
52.	The CDE should have built-in capabilities of creating and viewing mark-ups like simple graphical and textual mark-ups, within the CDE environment on all kinds of files and also on Building Information Models	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
	without downloading the file. Ability to retain each reviewer redline and mark-up as mark-up layer and show each version, detail of mark-up such as who made the comment/mark-up, when and page number of the file where the mark-up was made. It should also support listing of all the mark-ups/comments.	
53.	Ability to view two versions of CAD, PDF, BIM files (in IFC/.rvt format, DGN) or any other file format desired by Employer side by side and highlight changes (new added objects, deleted objects, modified objects) within the CDE	
54.	Ability to get in-app & Email notification for tasks assigned to user	
55.	Platforms shall support sending and receiving emails from external systems like Gmail and Outlook and can be customized with specific fields to identify correspondence.	
56.	<p>The platform should have the flexibility of uploading a signature in following ways –</p> <ul style="list-style-type: none"> • Create & Add signatures, stamps, digital signature certificates during creation, reviews and approval process as defined in workflow • Signature on title blocks of drawings and documents from the cloud platform <p>The Admin of the platform should have the control to make signature uploads mandatory and only use one of the above-stated options to follow the project and Organization practices.</p>	
57.	Assign statuses to the issues in the digital review system with a separate workflow	
58.	Track the issues and the file status in the form of dashboards	
59.	Support issue tracking and management (e.g., issue definition, assigning issues to owners, converting issues to tasks)	
60.	Customize/Configure workflow process as defined by Bi-RIDE. Create unlimited levels and nested approval workflows for various types of documents within the system.	
61.	Capability to update the version of the file in an ongoing review. Capability to add supplementary documents/comments in an ongoing review.	
62.	The platform should have the ability to allow users in subsequent levels to reject the files during reviews and send them directly to the initiator with associated comments so that the initiator can re-initiate the review/approval with corrected/updated files.	
63.	User should be able to see the reviews pending at their level at a glance.	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
64.	Capability to add due days in a review process	
65.	Management-level view of all the files in the system, their approval status, and the version numbers, with the appropriate filters for data segregation	
66.	Customize all approvals and review flows where managers can set rules for a process to maintain a certain flow of information.	
67.	All related stakeholders, part of a workflow or folder shall get notifications (via email and in-app) for events like approval, revision etc. Preferably the system must have the ability for users to subscribe to documents and receive notifications when certain events or actions are triggered e.g. approval; revision	
68.	Visual Workflows to be created by users for the approval of documents	
69.	Support task management (e.g., create, assign, manage, and track tasks)	
70.	Link files and documents to tasks for better task management	
71.	System shall have the capability to automatically print PDF from CAD files and MS Office Documents. Printed PDF shall be named based on original file and stored in the system itself by cloud-based rendition engine.	
Change Management		
72.	Ability to tag a document, drawing, object and send notification/alerts when changes are made to the document, drawing, object (version is changed).	
73.	Ability to list all documents/drawings/objects associated to a particular contract package/Stations/Department.	
74.	Objects/Documents/Drawings should have a status to support decisions e.g. draft, proposed, approved, rejected, cancelled etc.	
75.	Any change request on approved drawings shall record the description and reason for the change and track the re-approval process of the changes carried out.	
Document Control		
76.	The system shall include a comprehensive Engineering Document Management system (EDMS) as per international standards to manage all project documents of Bi-RIDE of all departments.	
77.	Assign metadata during document uploading.	
78.	Subject documents to version control, so that the latest version is the firstly available document to any person conducting a search or reviewing documents stored and shall have an audit trail of all users accessing and editing the document.	
79.	Ability to define the retention policy/validity for different types of files. For e.g. automatic archiving after new version is available or when the defined	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
	workflow is complete or after a certain interval of time	
80.	While uploading the files in Bulk, users should be able to add tags and other fields	
81.	Metadata dropdown used in system shall be coming from a reference list, which the can be modified by users as per project needs.	
82.	Set nomenclature rules and metadata options for different folders in the application as per international standards like ISO 19650 and other best practices	
83.	Ability to attach dependencies, manage CAD references and group files without need to create multiple copies of the files within the platform	
84.	Unlimited approval stages for forms with customizable user access	
Construction Scheduling & Interface with Scheduling software and ERP		
85.	The system shall be able to bidirectional integration with Scheduling software like Primavera P6 and MS Project for planning, scheduling, and monitoring activities and ERP system implemented in Bi-RIDE. SAP HANA solution is implemented in Bi-RIDE	
86.	The system should be able to import and/or produce a Gantt chart and WBS view as per Primavera /MSP Schedule.	
87.	Ability to have Interoperability through .xml, .csv, or related file formats with industry-standard project scheduling systems.	
88.	Ability to import and view all the columns of a construction schedule from MSP or Primavera.	
89.	The platform should have the ability to detect the Critical path using the CPM (Critical Path Method)	
90.	The interface should have the ability to expand and collapse the list of activities.	
91.	The interface should have the ability to zoom in and zoom out in the Gantt chart	
92.	Users should be able to link BOQ items to tasks/activities of a construction schedule and add milestones in the schedule.	
93.	Contractors should have access to upload their schedule, with controlled access provided	
94.	The platform should have the ability to split the master schedule of the project into different packages or as per different contractors to view their timeline	
95.	Contractors should only be able to view their timeline and schedule, and not the entire project schedule or the schedules of other contractors.	
96.	Users should be able to create a construction schedule in the application with a nesting facility to replicate their Work breakdown structure	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
97.	Ability to update actual dates in construction schedules, from mobile applications, with different levels of approval, in such a way that the form goes to the second level of approval after being filled, and after necessary approvals are received, the data of the form gets stored in the respective contracts and timelines.	
98.	Ability to view progress & compare it with the plan as per the contractual scope of stakeholders.	
99.	The system shall be able to generate 4D Simulations with the capability to link 3D model elements and relevant tasks from the construction schedule to create 4D Simulations within the cloud application.	
100.	System should capture actual progress from site enabled mobile forms, enabling users to create planned Simulation, Actual simulation, and Planned vs. Actual Simulation with a colour- coded system	
101.	Ability to create 4D Visual Project Tracking videos with colour codes	
102.	4D tool shall be able to create heavy equipment virtual erection plans/logistics planning for critical site erection operations.	
103.	Ability to compare real project progress with the original schedule and visualize it in the BIM model through colour codes.	
104.	Visualization of project tracking with 3D models; planned vs. actual; can be model data-driven, should have colour codes to track the components which are delayed, on time, etc.	
105.	Schedules & contracts should be linked to Digital forms like Daily progress reports, to automate progress reporting and updating schedules in the platform.	
Progress Monitoring Dashboard		
106.	The platform shall generate management dashboards as desired by Employer for key metrics using data connectors with Business Intelligence tools. This unified, web-based solution shall facilitate data-driven decision-making, transparency, and efficiency, with features for real-time monitoring	
107.	Create a Daily Progress Report form to capture progress daily, which will help them to track progress on a daily basis. Bi-RIDE officials should be able to view this in the dashboard and even in the construction schedule for plan vs. actual analysis.	
108.	The module enables users to create, customize, and manage statistical and management reports and dashboards at project and portfolio levels, with various user access levels and real-time data visualization. It supports custom fields, colour-coded indicators, and drill-down functionality.	
109.	The platform should be capable of producing the following dashboards as a minimum– a. 4D Progress tracking with physical mapped to 3D models and	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
	<ul style="list-style-type: none"> tracking progress on a daily, weekly, and monthly basis. b. Quantity consumption and planned c. Dashboard for Contract Amount, Bill amount, balance amount for contractors, and cash flow d. Payment tracker dashboard e. S-curve analysis in the Progress monitoring dashboard f. Document Management and review status dashboard. g. Earned value management dashboard h. Procurement Dashboard i. Quality Monitoring Dashboard j. Safety Tracking Dashboard k. Risk register dashboard l. GIS-enabled dashboard m. Cost Monitoring n. Any other as required by Employer <p>Employer shall configure or customize their dashboard and create different types of dashboards as required</p>	
110.	There should be a provision to produce dashboards to segregate and track progress for – contractors, stations, chainage, month/week/day (timeline), discipline/type of work	
GIS Integration		
111.	Ability to integrate with a GIS solution i.e. GIS files should be supported in the solution provided e.g. ESRI ARC GIS or any other equivalent software	
Test/Readiness at Site		
112.	The platform should provide a mobile application for use by personnel at construction sites, QA/QC labs, or any other project locations.	
113.	Quality checklists should support the division of the entire form into different sections, with each section containing a pre-defined number of questions without any restriction.	
114.	The platform should allow users to insert tables in forms that capture details using different fields.	
115.	The Digital forms created in the platform should have the ability to capture or upload images in the form. Captured images should be visible in Excel reports when exported.	
116.	The central media library shall have faster searching capability based on computer vision to search based on items within pictures and text within pictures	
117.	The digital forms should have an option to roll back, so that if a form entry is not correct, it can be sent back to contractors for revision and sharing the revised updates for approval.	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
118.	Forms should allow details to be saved as a draft if internet connectivity is unavailable or slow.	
119.	The platform should enable the configuration of forms such that specific sections can only be filled by predefined users responsible for those sections.	
120.	Forms should follow workflows where, after being filled out, they are routed to authorized personnel for approval before the information is stored on the platform.	
121.	The platform should generate reports for all submitted forms, linking them to schedules, contracts, and dashboards.	
122.	Submitted forms should support export to Excel and PDF, including site photographs embedded within the PDF/Excel file.	
Audit Trail		
123.	Provide an audit log in the system to track the activity across the platform in case of the deletion of data	
124.	The platform should maintain a complete audit trail of all activities, including the creation, modification, and deletion of data, with timestamps and user details.	
125.	A centralized repository should store all audit logs, ensuring they are secure, tamper-proof, and accessible for authorized personnel only.	
126.	Users should be able to flag discrepancies or non-compliances identified during audits and assign them to relevant stakeholders for resolution. Users should be able to create new tasks to resolve the discrepancies.	
127.	Automated periodic audits should be configurable, generating reports and insights at predefined intervals to support proactive compliance monitoring.	
128.	Users should have the ability to attach supporting evidence, such as photographs or documents, or export forms during auditing.	
Clash Detection & Transmittals (Interfacing Issues)		
129.	The users should be able to collate models of different disciplines, received from different stakeholders and having different file formats, and combine/merge/ federate on the web in the same application for reviews and clash detection, and create custom views for focused coordination efforts	
130.	Grouping multiple clashes as one task/issue to be solved and assignment to a role to be supported	
131.	Generate and manage RFIs (Request for Information)	
132.	The platform should have the ability to create custom fields and configure the form for Issue creation related to clash in the platform.	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
133.	Configuration and Customization should make it possible to change the issue status, roles within the organization, and similar requirements.	
Integration of all Contract Packages/Projects		
134.	The platform should provide a centralized interface for macro-level monitoring, enabling Bi-RIDE to access and oversee all projects and packages from a single geospatial view, with photorealistic tiles, offering a comprehensive portfolio management view to monitor projects and their packages	
135.	The integrated level view with maps, 3D models, photographs, digital forms shall use open source streaming technology like 3D tiles.	
136.	A unified project overview should display all organizations involved across different packages, with the ability to view their roles, contributions, and hierarchical relationships within the project ecosystem.	
137.	The platform shall be able to build different type of KPI as per the requirements of Employer	
138.	The platform should ensure seamless integration and accessibility of all data repositories, enabling quick retrieval of schedules, reports, and other critical documentation related to the entire portfolio.	
139.	The system should include dynamic filtering capabilities to refine and focus views across projects, packages, disciplines, or other user-defined categories, enhancing decision-making efficiency.	
Mobile Application		
140.	Should have a Mobile application customized as per Employer's Requirement in Android, iOS, for Stakeholders to fill forms from Construction sites for all site correspondence and communication.	
141.	Mobile applications should have a QR code scanning facility to check the version of drawings available on site.	
142.	The mobile application should have the capability to access project files, BoQ, Method Statement, Drawings, Manuals, etc.	
143.	The mobile application should allow users to fill out the forms, capture and attach site images, or any other media, and submit the form/checklist.	
144.	Only the relevant forms should be visible to respective stakeholders based on their roles & responsibilities.	
145.	Section verification and form or checklist approvals should be possible from the mobile application.	
146.	The mobile application should be able to capture the user's geo-location at the time of filling the form.	
Annual Maintenance & Support		
147.	The system shall have an in-built Ticket/Email-based system with a support of 24 hours to raise tickets for any operational and software errors/ queries that the users may want to raise.	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
148.	The web interface shall have a separate section for grievance redressal for issues faced in the daily usage of the software services. This shall be as per the SLA terms and escalation matrix set up by the successful tenderer.	
149.	Separate module for grievance redressal and Interface issues with an in-built system to raise tickets. The platform should have an advanced option to report bugs and set priority, with an option to suggest a feature or requirement	
150.	Ability to execute AMC tasks through remote means and via VPN, with an option to perform the same on location if required.	
File Storage/Repository		
151.	The system shall store files in a managed secure repository and in a folder-based structure	
152.	The system should not have any restriction on the number of files that can be uploaded by a user	
153.	System shall be able to read the meta-data in the Title Block (of a sheet) of any drawings	
154.	The system shall be able to cross reference physical files (or media) so that printed documentation can be tracked and managed, though the use of QR codes or bar codes or other means (Ability to read/scan QR Codes, Bar Codes through mobile or tablet and also to auto generate QR codes and Bar Codes for tagging assets). Also, the ability to scan QR codes and extract relevant information about the object, i.e. information (drawings, documents etc) tagged with that QR code shall be listed	
Data Security		
155.	<p>The Contractor shall provide information about the data security of their proposed systems as per the following points:</p> <ul style="list-style-type: none"> • Complete data, streaming, processing, and storage servers and processes should be handled within dedicated servers procured for Bi-RIDE within Indian boundaries. <p>Describe the authentication process, incl. front-end and back-end authentication</p>	
156.	Ensure that data backup is maintained at a separate server and location to ensure no loss of data.	
157.	The platform should go through VAPT testing by CERT empaneled agency and share the reports with Bi-RIDE, confirming that all the data resides and is processed within Indian Geographical boundaries	
158.	Ability to define security at organization level, department level, folder level, role level, user level and document level. On each document, user shall have different level of permissions like read, delete, change workflow state etc.	

S. N.	Mandatory Functional Requirement Specifications	Compliance (Yes/No)
159.	Services must be accessible only via encrypted and secure protocols (https)	
160.	System should be backed up to a secondary system (DR) in a separate physical location	
161.	Vendor shall enforce 256-bit SSL Login. Bi-RIDE Data shall be encrypted in rest & transit.	
162.	The system shall be able to store any file type, but should scan all uploaded files for viruses, malware, spyware, trojans, ransomware and other harmful codes/scripts etc and prevent spreading of the same	
Engineering Project Progress Measurement System		
163.	Bidirectional integration with Scheduling applications like Primavera,/MSP etc and ERP system implemented in Bi-RIDE.	
164.	Scheduling logics needs to be brought to proposed system for what if Analysis, critical path and AI assisted predictions	
165.	Linkages of Schedule tasks/ activities IDs of planning applications with engineering, procurement and construction deliverables which is MDL (Master Document List)/DCI (Document Control Index)/VDL (vendor Document List)/VDR (Vendor Document Register) in the proposed system	
166.	Allocate weightages/ Rule of Credits to the Project and Engineering deliverables and roll up to the project deliverable level	
167.	The proposed system should capture project progress at the deliverable level rather than the P6/MSP task/activity level, so that the project can be monitored early on.	
168.	Engineering deliverables are automatically tracked at predetermined stage gates based on submission, review, and approval of the deliverables without the need for human intervention, updating dates or progress in Excel or any other system	
169.	Automatic capture of progress of procurement deliverables at defined stage gates based on the actual transactions placed in SAP through API integrations	
170.	AI assisted productivity trends based on the actual execution against set productivity norms.	

The Eligibility criteria Matrix shall be met as under:

Requirement	Description	Submission Requirement	Single Entity	Joint Venture		
				All Partners Combine	Lead Partner	Other Partners
Clause 5.3A i)	Assignments / Work Experience	Work Experience Certificate	Must meet requirement	Must meet requirement	Must meet Requirement	Must have experience in one of the components of the BOQ. Refer Form 4B
Clause 5.3A ii)	Certifications	Copy of certificates	Must meet requirement	Must meet requirement	-	-
Clause 5.3B i	Liquidity	Audited Balance Sheet & Profit Loss Account	Must meet requirement	Must meet requirement	Must meet not less than 50% of Criteria	Must meet not less than 25% of criteria
Clause 5.3B ii	Average Annual Turnover	Audited Balance Sheet & Profit Loss Account	Must meet requirement	Must meet requirement	Must meet not less than 50% of Criteria	Must meet not less than 25% of criteria
Clause 5.3B iii	Net worth	Audited Balance Sheet & Profit & Loss Account	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
Clause 5.3B iv	Bid Capacity	Form 3U(Bid Capacity) and 3V(Current works)	Must meet requirement	Must meet requirement	Must meet not less than 50% of requirement	Must meet not less than 25% of criteria

SECTION – 3

TECHNICAL PROPOSAL – STANDARD FORM

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Consultancy Service for -----
-----Technical Proposal.

We, the undersigned, offer to provide the consulting services for the “ **Design, Supply and Implementation of PMIS (Project Management Information System)**.....” in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal Submitting through Central Public Procurement Portal.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance with Data sheet
- (d) We meet the eligibility requirements as stated in Data sheet and we confirm our understanding of our obligation in regard to Corrupt Practices as per Data sheet.

I 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 Bi-RIDE or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR Further, we are not ineligible under the Client’s country laws or official regulations;

- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Except as stated in the Particular 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 Particular conditions of contract may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We have read the various conditions to RFP Document, including Addenda if any, issued in accordance with data sheet and agree to abide by the said conditions.

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

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

Yours sincerely,

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

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

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

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

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

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

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

3B. CONSULTANT'S REFERENCES

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

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

Consultant's Name: _

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be **excluded**. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.
3. Each work experiences shall be enclosed with work order/ completion certificate/ sublet completion certificate. Each citation along with work orders would be evaluated for necessary compliance to meet eligibility criteria. Independent citations shall be provided for each project.

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client

- 1.
- 2.
- 3.
- 4.

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT
(This chapter should not exceed 20 pages)**

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a. Technical Approach and Methodology
- b. Work Plan
- c. Organization and Staffing
- d. Quality Assurance System
- e. Mobilization and Retention Plan

- (a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- (b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- (c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}
- (d) **Quality Assurance System**
- (e) **Mobilization and Retention Plan**

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

4. Key Staff

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

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

4. Non - Key Staff

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

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

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

1. (Please follow exactly the following format. Omission will be seen as noncompliance)
 - (i) I, the undersigned Certify that, to the best of my knowledge and belief, this bio-data correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged, in case Bi-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 Bi-RIDE from any of the Bi-RIDE works without completing my assignment and shall be available to work with the consultants. In case I leave the assignment without approval of Bi-RIDE or I am removed by Bi-RIDE on account of some default, Bi-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 Bi-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 Bi-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 Bi-RIDE.

Or
 - (c) I was debarred from Consultancy Services by Bi-RIDE for years from ../../.. to ../../.. and period of debarment is now over.

_____ **Date:** __

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

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items: Not Applicable

B. Completion and Submission of Reports- Refer “Implementation Milestones” – TOR Clause 3.4.

3 I BID Security Declaration Form

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer..... (Name of the tenderer), shall not be withdrawn or modified during the period of validity or extended period of validity

I, on behalf of the tenderer..... (Name of the Tenderer,) also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract is awarded to us or we fail to submit a Performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then(name of the tenderer) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of one year from the date default.

(Signature of the Authorised Signatory,
Official Seal)

**3J FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY
OF SINGLE ENTITY/JOINT VENTURE MEMBERS**

POWER OF ATTORNEY*

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

Know all men by these presents, we..... do hereby constitute, appoint and authorize Mr/Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the work of(name of work) Including signing and submission of all documents, withdrawal, substitution and modification of proposal and providing information/ responses to BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED., representing us in all matters, dealing with BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE 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.....202.. (Signature of authorized Signatory)

.....

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

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation

***Notes:**

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

3K FORMAT FOR POWER OF ATTORNEY TO

LEAD MEMBER AND AUTHORISED REPRESENTATIVE OF JOINT VENTURE

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

POWER OF ATTORNEY¹

Whereas BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED. Has invited Proposals for the work of

Whereas, the members of the Joint Venture comprising of

1. M/s. ...,
2. M/s.....,
- and
3. M/s.....,

are interested in submission of proposal for the work of.....[Insert name of work] ... in accordance with the terms and conditions contained in the tender documents.

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. (Lead Member), M/s _____ and M/s _____ hereby designate M/s....., being one of the members of the Joint Venture, as the Lead Member of the Joint Venture and designate Mr/Ms. _____ Bein authorized representative of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture proposal for the contract, including submission of proposal, withdrawal, substitution and modification of proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Joint Venture/

JV in all its dealings with the Employer or any other Government Agency or any person, in connection with the contract for the said work until culmination of the process of tendering till the contract agreement is entered into with the BENGALURU INTEGRATED RAIL

INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED. And thereafter till the expiry of the contract agreement.

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

Dated this the Day of 20.....

(Signature) (Signature) (Signature) (Signature)
.....
..... (Name in Block letters of all Executants with Seal of Company)

Witness1	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

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

**3L MEMORANDUM OF UNDERSTANDING (MOU¹)
For JOINT VENTURE PARTICIPATION BETWEEN**

M/s having its registered office at
..... (herei
nafter referred to as)
acting as the Lead Member of the first part, and M/shaving its registered
office at
..... (herei
nafter referred to as `) in
the capacity of a Joint Member of the other part. And
M/shaving its registered office at
..... (herei
nafter referred to as `) in
the capacity of a Joint Member of the other part. And M/shaving its
registered office at
..... (herei
nafter referred to as `) in
the capacity of a Joint Member of the other part.

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

WHEREAS:

BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED.
[hereinafter referred to as “Employer”] has invited proposals for “[Insert name
of work] ”

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an
integral part of this MOU.
 - i) Notice of Invitation for proposal, and
 - ii) Tender document
In case of existing joint venture, the certified copy of JV Agreement be furnished.
 - iii) Any Addendum/ Corrigendum issued by BENGALURU INTEGRATED RAIL
INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED.
 - iv) The proposal submitted on our behalf jointly by the Lead Partner/Member/
representative.

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

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

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

(a) Lead Member share ..% ;
Responsibilities of Key Activities

- i)
- ii)
- iii)

(a) Joint Venture Member Name.....and share% ;
Responsibilities of Key Activities

- i)
- ii)
- iii)

(b) Joint Venture Member Name.....and share %
Responsibilities of Key Activities

- i)
- ii)
- iii)

(c) Joint Venture Member Name.....and share % ;
Responsibilities of Key Activities

- i)
- ii)
- iii)

(d) Joint Venture Member Name.....and share % ;
Responsibilities of Key Activities

- i)
- ii)
- iii)

(e) Joint Venture Member Name.....and share % ;
Responsibilities of Key Activities

- i)

- ii)
- iii)

5. **JOINT AND SEVERAL RESPONSIBILITIES**

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

6. **ASSIGNMENT AND THIRD PARTIES**

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

7. **EXECUTIVE AUTHORITY**

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

8. **PROPOSAL SUBMISSION**

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

9. **INDEMNITY**

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

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

11. **DOCUMENTS & CONFIDENTIALITY**

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

12. **Dispute**

Any dispute, controversy or claim arising out of or relating to this MOU shall be settled in the first instance amicably between the parties. If an amicable settlement cannot be reached as above, it will be settled as per relevant clause in PCC.

13. VALIDITY

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

- a. The proposal submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work.
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

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

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

16. **Authority of member in charge:** In case the Consultant is a Joint Venture, the

17. members hereby authorize to act on their behalf in exercising all the Consultant's rights and obligations towards the Client. The name of the JV member (Lead member on behalf of the JV) [whose Name and address to be inserted here]

18. NOTICES BETWEEN JV MEMBERS.

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

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

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

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

Witness

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

3M CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A – Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership.

B – Consultant's Experience

1. List only previous similar assignments successfully completed in the last 5 (Five) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

3N FINANCIAL DATA

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

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2020-2021	Year 2021-2022	Year 2022-2023	Year 2023-2024	Year 2024-2025
1	2	3	4	5	6	7
1	Total value of IT Consultancy services works (5.3B ii) of data sheet as per audited financial statements					

NOTE:

- (i) Separate Performa shall be used for each member in case of JV.
- (ii) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure.
- (iii) All such documents reflect the financial data of the tenderer or member in case of JV.
- (iv) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., **2021, 2022, 2023, 2024, 2025.**
- (v) The financial data in above prescribed format shall be certified by Statutory Auditor / Company Auditor in original under his signature, stamp & membership number. In case of Foreign applicants the Audited financial receipts for consultancy shall be suitably apostilled before submitting the same.
- (vi) The above financial data will be updated to 31.3.2025 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

30 FINANCIAL DATA FOR LAST 5 YEARS

Applicant’s legal nameDate

Group Member’s legal name.....

Page.....of Pages

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

S. N.	Description	Financial Data for Latest Last 5 Years (Indian Rupees)				
		Year 2020 - 2021	Year 2021 - 2022	Year 2022 - 2023	Year 2023 - 2024	Year 2024 - 2025
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 - 3]					
8.	Liquidity [= 2 - 4]					
9.	Annual turnover (from consultancy)					
10.	Gross Annual turnover					

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

- (i) Separate Proforma shall be used for each member in case of JV.
- (ii) All such documents reflect the financial data of the Applicant or member in case of JV

- (iii) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
- (iv) Historic financial statements must be complete, including all notes to the financial statements.
- (v) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2021, 2022, 2023, 2024 and 2025.
- (vi) **This Form shall be duly certified by Statutory Auditor / Company Auditor in original under his signature, stamp and membership number.**

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

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

Not Applicable

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

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

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

- *1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by Bi-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 Bengaluru Integrated Rail Infrastructure Development Enterprise Ltd. During the period of last 3 years before the deadline for submission of bids.
- *3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by Bi-RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and Bi-RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- *5 . That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by Bi-RIDE as on the deadline for submission of bid.
6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been

banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

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

OR

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

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

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
9. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.
11. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we **[insert name of the bidder]****_____and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years.
12. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years.

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

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

(SEAL AND SIGNATURE OF THE BIDDER)

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

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

Attestation before Magistrate/Public Notary

3R. FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER

ALONGWITH THE BID

(On the letter head of the Firm)

We/I, _____, having registered office at _____ do hereby certify that “I 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 a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent Authority shall be attached.)”

Dated this _____ day of _____,

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

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

NOT APPLICABLE

3T. Form of Parent Company Guarantee

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

Date:

Ref: IFB No. _____

Date: _

_for {Insert name of work/Service}

To:

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

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

1. That the Bidder shall perform all of its obligations contained in the said Bid.
2. If the bidder shall in any respect be determined by Employer to have failed to perform the said obligations in the said bid or commits any breach thereof, we shall, on simple demand from the Employer, ourselves promptly perform or take whatever steps may be necessary to achieve performance of the obligations of the bidder under the said bid and shall indemnify and keep indemnified the Employer against any loss, damages, cost and expenses, howsoever arising from the said failure or breach of the bidder as determined by the Employer, as if we were the original obligor.
3. We as a parent of {insert the name of sole bidder/JV Partner partner} further undertake to provide the required financial and technical back up for the completion of the works in the subject bid by the bidder and also will be wholly responsible for the services required to be rendered as per the scope of work in the subject bid.
4. We shall not be discharged or released from our undertaking hereunder by any waiver or forbearance by the Employer whether as to payment, time for performance or otherwise.
5. This Guarantee shall be governed by and construed in accordance with the laws of India

Yours faithfully,

Signed by: _____

Date: _____

For and on behalf of:

{Name of sole bidder/JV partner}

3U. Form of Bid Capacity

Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

Existing Commitments and on-going works

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (₹. in Crores)	Stipulated Period of Completion	Value of Works Remaining to be Completed (₹. In Crores) (Attach Certificate from Engineer in charge)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

** Attach Certificates duly attested by the Employer or Engineer-in-charge of the ongoing works.

Notes:

If the qualifying work of similar nature is done by a joint venture/, then Value shall be considered as per percentage participation by the member(s) in that joint venture/.

Works for which Tenders already submitted

Description of Work	Place & State	Name and Address of Employer	Estimated Value of Contract (₹. in Crores)	Stipulated Period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Note:

Tender submitted by a joint venture/, then Value shall be considered as per percentage participation by the member(s) in that joint venture/.

- i. The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, **not below the rank of an Executive Engineer or equivalent.**

OR

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be verified and certified by Chartered Accountant /Cost Auditor. However, the Bidder has to upload the PO/Work Award copies for existing commitments and on-going works.

- ii. A self-declaration is to be uploaded by the Tenderer stating that "the information with regard to assessed available tender capacity (Works on Hand) furnished are correct".
- iii. Bidders shall furnish Certificate from Chartered Accountants for split details of Ex -works values and GST of Contract values of the works in the prescribed format as at Clause No. 1.5 of Section -3: Qualification Information

3V - Form of Current contract commitments / works in progress

Bidders should provide information on their current commitments on all contract that have been awarded, or which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Contract Commitments

SL. No.	Description of Work	Contract No. & Date	Name and Address of Employer	Value of Contract (₹. in Crores)	Stipulated Period of Completion	Value of Balance Work	Anticipate d Date of Completion
1	2	3	4	5	6	7	8
2							

For calculation of "Updated contract value" in column 5 above, assume inflation @5%.

1. Bidder should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.
2. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited (www.fbil.org.in) 28 days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees,

Note: Enclose Certificate(s) from Engineer(s) In charge (not below the rank of Executive Engineer) for Value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate on Form 7:

"Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the Employer discovers that information provided in the table is incorrect then the Employer will treat our bid invalid and it will be liable for rejection"

SECTION - 4
FINANCIAL PROPOSAL - STANDARD FORMS

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in the RFP.

- 4A. Financial Proposal Submission Form.
- 4B. Summary of Costs.
- 4C. Breakdown of Costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Address)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Consultants' Services for -----

Financial Proposal.

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

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

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

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

Yours sincerely,

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

4B. SUMMARY OF COSTS

NOTE:

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

Schedule of quantities and rates is to be uploaded on website e-tendering portal <https://etenders.gov.in>.

Sl. No.	Description*	Amount
1	License	To be quoted in BOQ (excel file) in CPP Portal Only
1.1	Cost of License (13800 License-months)	
2	Manpower	
2.1	Providing Min 1 no. of PMIS/CDE & BIM Expert (9-man month)	
2.2	Providing Min. 2 no. of OEM certified Engineers for day-to- day support till handing over of system to Employer (192-man month).	
3	Training	
3.1	Cost of Training at Bi-RIDE premises – 100 Mandays	
4	Cloud Storage	
4.1	Additional Storage beyond 5 TB – (60 TB-month)	
	GRAND TOTAL:	
	Amount in words:	

4C. BREAKDOWN OF COSTS (Rs)

DELETED

SECTION - 5

TERMS OF REFERENCE (TOR)

SECTION 5. TERMS OF REFERENCE (TOR)

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

INDEX

	Description
	Project Background
1	Bid Objective
1.1	Site Offices
1.2	Functional Department/Divisions
1.3	Site Functional Departments/Divisions
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3	Functionalities
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3.2	Project Management
3.3	Project Team
3.4	Implementation Milestones
3.5	Scope of Work
3.6	Expected Deliverables
4	Service Level Agreement (SLA)

Project Background:

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

1.0 BID OBJECTIVE:

- a) To implement PMIS with inbuilt CDE and integrate with scheduling software like MSP or Primavera and ERP system(SAP HANA) of Bi-RIDE for effective sharing of the information.
- b) To make the real time information clearly available to all the employees, clients and other stakeholders.
- c) To host the application through MeiTY empanelled cloud service providers.
- d) To improve efficiency and effectiveness.
- e) To constantly improve organizational image.
- f) To achieve resource optimization.
- g) To exercise better management control.
- h) To get project wise details of different KPIs such as Profitability, Labor Cost, Material Cost, Timeline etc.
- i) Display various live data related to projects and other information.

1.1 Site Offices

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

1.2 Functional Departments/Divisions

- i. Business Development (BDD)
- ii. Planning & Monitoring (P&M)
- iii. Civil(Station Building, Urban Planning At-grade section and elevated sections)
- iv. Track
- v. Rolling Stock
- vi. OHE
- vii. Power supply and Traction(PST)
- viii. Signalling and Telecommunication(S&T,PSD and AFC)
- ix. Consultancy and Engineering Division (C&E)
- x. Contracts
- xi. Finance

- xii. Information Technology
- xiii. Company Secretary (CS)
- xiv. Human Resources (HR)
- xv. Legal
- xvi. Vigilance
- xvii. Land

1.3 Site Functional Departments/Divisions:

- I. Civil(Station Building, Urban Planning At-grade section and elevated sections)
- II. Track
- III. OHE
- IV. Power supply and Traction(PST)
- V. Signalling and Telecommunication(S&T,PSD and AFC)
- VI. Land

2. IMPLEMENTATION PLAN:

The Contractor shall submit a detailed implementation Plan to the Bi-RIDE within 15 days from the date of Commencement of Works. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall provide the soft copy of structured program for the project. This shall be updated every quarter. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include :

- (a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of Application Customization and Development, Data Centre/DR hosting, collaboration and networking, Training and Capacity Building, Operations and Maintenance of IT infrastructure and Support for maintenance of Integrated IT Solution etc.
- (b) The sequence and timing of inspections and tests specified in the Contract and Scope of Work and its appendices, and
- (c) A supporting report which includes:
 - i. A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii. Details showing the Contractor's reasonable estimate of the number of each class of Contractor's personnel to be deployed for each major stage.

Unless the Bi-RIDE, **within 15 days** after receiving a programme/Implementation Plan, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Bi-RIDE Personnel shall be entitled to rely upon the programme/Implementation Plan when planning their activities.

The Contractor shall promptly bring to the notice of Bi-RIDE of specific probable future events or circumstances which may adversely affect the work or delay the execution of the Works. The Bi-RIDE may require the Contractor to submit an assessment of the anticipated effect of the future event or circumstances.

If, at any time, the Bi-RIDE gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Bi-RIDE within 7 days in accordance with this Clause.

3. Functionalities

The broad and overall features and functionalities of various applications, PMIS modules are indicated in Scope of Work. The Contractor will be required to prepare SRS (System Requirement Specification) and understand the requirements through detailed discussions with the functionaries of various departments before undertaking the development / customization as the case may be.

The PMIS has to be implemented as per following standard implementation procedure viz:

- I. AS-IS process study
- II. TO-BE design process
- III. Gap Analysis
- IV. Functional Design Document – Identifying Customization Requirements
- V. Development
- VI. Individual module testing
- VII. Integration Testing
- VIII. User Acceptance Testing
- IX. Final Data Migration
- X. Go-Live
- XI. Stabilization

3.1 The Application Requirements

The system should be integrated with all types of project documents, 2D/3D drawings, BIM, scheduling software like MSP, Primavera and required functions of ERP (Employer has deployed SAP HANA as an existing solution). The implemented solution should have the required depth, breadth and flexibility to provide on-line information access to all the designated users who will operate the respective business processes and it must be accessible through Internet as per required restriction.

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

1. The solution should build a Desktop Application and Mobile App(IOS and Android). The solution should be user friendly and easy to use across various sites of K- RIDE.
2. The solution must be designed based on the various levels of access in line with the hierarchy of Bi-RIDE business processes.
3. System Should be able to support & Integrate with day to day Office Tools including Worksheets, Word Processing, Presentation etc.
4. Solution should have in-built report writing tools & does not require any third party tools for creating such reports.
5. Solution should provide users with the functionality of screen customization according to their personal preferences at User Interface level without any programming effort.
6. Solution should allow customizing fields properties. It should be possible to use these fields when we upgrade to future releases without any additional effort.
7. System should allow to add additional customized fields without affecting the application core for upgrade version.
8. Solution should support nth level drill-down and roll-up capabilities at levels. The drill down should work across all modules.
9. Solution should be able to interface with 3rd party application to or from each module.
10. Solution should support standard bar coding interfaces.
11. Solution should allow to edit the on line help and save the same so that organization specific policy details related to transaction are available to users online.
12. The functionality can be extended over web based on roles. The roles and functionality is configurable and customizable.
13. System Security
 - a. Authentication and Secure Access to solution
 - b. Configurable Function Access Control
 - c. Configurable Data Access Control
14. Reporting Services
 - a. Provide seamless integration of all the modules/ components
 - b. Provide a system that delivers reports in the prescribed formats
 - c. Provide the system that gives a hierarchical view of all type of information so that each officer can have its own view of data at each level of hierarchy.

The level is defined as any of operational unit, namely subdivision, division, circle, zone or head office.

15. Support Workflow for various requests, review and approval required within various business processes.
16. Support ability to attach documents, spreadsheets, drawings, etc. at specific places on needs basis.
17. Alerts and Business Event Notifications that can be configured by system administrator and subscribed by end user.
18. Audit Trails & Archival should be an integral part of the system.
19. Provide the system that gives complete “drill down” of information required up to subdivision level for concerned business processes.
20. Solution should support multi-location offices.
21. Solution should provide authorization control at location / department / position level.
22. Designed SODs should have controls to manage authorization as per compliance norms of the organization.
23. Integration with other third-party software like E-Procurement, MS-Project, Primavera, GIS etc Any licenses required for integration shall be borne by contractor.
24. The solution must also provide for Reporting on analytical, strategic and operational aspects.
25. Solution should also have Implementation/Support tool, which is integrated seamlessly and will be used during the implementation life cycle to carry on the critical activities of the project.

3.2 Project Management

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

- 1) The Contractor shall designate a single point of contact for the project, for Bi-RIDE to interface with, on all project issues.
- 2) The Contractor shall intimate the contact details including mobile numbers and e-mail address etc. to Bi-RIDE within two weeks of the Letter of Award/ Intent.
- 3) The project team has to be available onsite and all the delivery will be done from onsite location (Bi-RIDE – Bangalore).

- 4) Bi-RIDE will provide the following infrastructure at its premises for the Contract or 's personnel:
 - a. Seating space with furniture
 - b. Wifi/ LAN connection facilitating access
- 5) Laptop/Systems required for working shall be borne by the contractor. Any equipment and/or product and/or accessories required by the Consultant/Contractor, will be the Contractor's responsibility. All risks and costs related to such equipment(s) will be borne by the Consultant/Contractor.
- 6) The Contractor shall provide Bi-RIDE with a work breakdown and project schedule for all activities specified in Scope of supply/work/maintenance/training of this Bid and any subsequent amendments and/or clarifications, within a week of the Letter of Award/ Intent.
- 7) Standards should be followed wherever applicable during the implementation of the project. If there is no such standard or any other standard is to be followed, then the Consultant/Contractor should get his/ her template formally approved by Bi-RIDE before proceeding. Please attach a copy of any other standards which you intend to use with the technical response, if any.
- 8) The Consultant/Contractor shall ensure weekly project status reporting which will specify the following:
 - a) Planned start date and end date for each activity
 - b) Actual start date and end date for each activity
 - c) Activities carried out in the previous week
 - d) Activities planned for next week
 - e) Activities which were planned for the previous week but could not be carried out.
 - f) Any schedule slippages that have occurred, and corrective measures to bring the project back on schedule.
 - g) Any information/ review pending from Bi-RIDE as on date, and date from which pending.
 - h) Likely reviews by Bi-RIDE in the next fortnight
 - i) Time required from Bi-RIDE in the next fortnight including details of person to be met, duration and agenda of meeting.
 - j) Outstanding bug/ error count
 - k) Follow up on pending issues/ action items of previous reviews
 - l) Summary directing the highlights, lowlights and/or any important issues/points that should be brought out/ highlighted
- 9) The weekly status report will not be limited to software development only, but shall include and cover all activities which are to be carried out by the

Consultant/Contractor for successful completion of the PMIS.

- 10) The weekly status report of the previous week should be handed over by the Consultant's/Contractor's site official in hard copy to Bi-RIDE designated official by 1700 hours on the first working day of the week. The same should also be sent by e-mail to BI-RIDE designated official every week.
- 11) The Contractor's Project Manager shall have onsite fortnightly reviews in person with the Bi-RIDE nominated team every Tuesday morning (or the next working day, in the event of Tuesday being a holiday) from 10 AM to 11 AM or at the date, time and venue notified by Bi-RIDE. All action points will be recorded and followed up in the successive review meeting.
- 12) All working days will be with reference to the Bi-RIDE calendar.
- 13) The Contractor shall provide comprehensive support till the completion of the project duration.

3.3 Project team

- 1) Detailed Resumes of all team members with experience relevant to the project shall be submitted within a week of the Letter of award/ intent as per table given below.
- 2) The team and/or each team member shall commence the work only after prior formal approval by Bi-RIDE and the team once identified shall be dedicated to the project and will not be changed unless requested by Bi-RIDE and/or with Bi-RIDE's written consent.
- 3) People for the following roles with experience in cloud based common data environment should be available on site.
 1. PMIS / CDE & BIM Expert
 2. OEM Certified Engineers

3.4 Implementation Milestones

The implementation schedule shall be as per BoQ (Bill of Quantities). The Contractor will be required to deploy concurrent teams to work on different activities to ensure timely completion of the project. The activities wise suggested schedule is given below. Contractor's however are free to suggest delivery and phased completion schedules based on their understanding of the project activities. It would, however, be ensured that the schedules so arrived at must adhere to the desired overall timeframe of Go-Live.

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

Event	Time line
Submission of the PBG	Within Twenty-One days of issue of LoA (Letter of Award) to the successful Contractor
Signing of the contract	Within Twenty-Eight days of issue of LoA (Letter of Award) to the successful Contractor
Starting of the project by deploying the key profile like project manager and IT Experts, Programmers at onsite (BI-RIDE Bangalore) location	Within twenty-one days of signing the contract
Go live	Within Four months of signing the contract
Maintenance Support	Throughout the completion of contract duration

3.5 Scope of work

1.0 Objectives of the assignment

The objective of this Invitation for Bid is to procure, implement PMIS, a Cloud Based Common Data Environment (CDE) supporting Building Information Modelling (BIM) for projects of BI-RIDE as per ISO 19650, including support for the duration of the project. The CDE will provide a single source of information for any given project, will be used to collect, manage and disseminate all relevant project documents for multi-disciplinary teams in a managed process. The Contractor shall be a proactive partner of BI-RIDE in successful implementation of Cloud Based Common Data Environment supporting BIM. Cloud storage shall be in the name of Employer. It shall be procured with Employer's id.

2.0 Scope of the Services, Tasks (Components) and Expected Deliverables

2.1 The services of the Contractor may be broadly covered under the following heads and described subsequently:

2.1.1 Creation and Approval of Implementation Proposal, Deployment & Training

2.1.2 Continuous Operation and Support after Go-Live

2.1.3 Archiving and handing over of data to Operations and Maintenance (O&M)

3.0 Creation and Approval of Implementation Proposal, Deployment & Training

A. Creation and Approval of Implementation Proposal

3.1.1 The Contractor shall submit to Bi-RIDE, a detailed proposal for

implementation, deployment of the software, training modules and details of the manpower to be deployed for approval by BI-RIDE. The proposal shall contain but not limited to the following:

- a) Process for defining the structure, work flows to be adopted in BI-RIDE. The Contractor shall propose the initial structure to be adopted, initial processes and workflows to be followed, in consultation with Bi-RIDE.
- b) The detailed schedule of deployment and other activities before setup (Go-Live).
- c) The details of Key Person (PMIS/CDE&BIM Expert) and OEM certified Site Engineers to be exclusively deputed for this project.
- d) Training module details for both Regular and Administrator training
- e) Employer's approval is required before selection of cloud service providers, access rights of cloud and hardware requirements of Cloud.

B. Deployment & Training

3.1.2 Deployment of the CDE software solution includes tailoring and structuring of processes along with the workflows of the software solution as per BI-RIDE requirements.

3.1.3 The Contractor shall depute one Key Person (PMIS/CDE & BIM Expert) within a week of the approval of implementation proposal. The key person to be deputed shall have a minimum total experience of **6 years** of implementing CDE in any of the following

- a) Railway/Metro Infrastructure Projects
- b) Airport Infrastructure Projects
- c) Shipyards Infrastructure Projects
- d) Refineries Infrastructure Projects
- e) Buildings with area greater than 10 lac sq. feet
- f) Steel and Power Plant

3.1.4 Responsibilities of CDE and BIM Expert shall be but not limited to:

- a) Suggest and incorporate the worldwide best practices in processes, workflows, folder structure, file naming convention, document/drawing approval process workflows and other workflows for all departments including systems for RFI and Technical queries etc.
- b) The deployed expert will be responsible for creating and getting approved the CDE implementation structure. He shall interface with all concerned departments and get approval.
- c) The expert shall be deployed for 9 man-months from award of contract. Man- month equals twenty-four (24) working days where one (1) working day shall not be less than eight (8) hours. The period of deployment may be increased based on the requirements of BI-RIDE.

3.1.5 Bi-RIDE reserves the right to ask for a replacement of the deployed Key Person

(PMIS/CDE&BIM Expert) in case the services of the Key Person are not found satisfactory. The contractor shall replace the Key Person within 15 days' time with a suitable candidate.

3.1.6 The process of structuring of workflows and processes will be continuous and dynamic process throughout the contract period. The contractor shall be liable to provide continuous support from OEM, after the initial one-time deployment.

3.1.7 For continuous support, 192 man-months of OEM certified Site Engineer (maximum 8 persons at a time) shall be required to be deployed in BI-RIDE Corporate and field Offices in Bengaluru. The deployed persons shall have OEM Certification for Deployment and Customization of the CDE software offered in the bid. The period of deployment of the OEM certified Engineers may be increased based on the requirements of BI-RIDE.

3.1.8 Bi-RIDE shall provide the Organizational structure and other necessary information.

3.1.9 Initially 2 sessions of Basic (Standard) (3 days training, where one working day shall not be less than 8 hours) and 1 session of Administrator Training (3 days training) shall be provided each at 1 corporate office and 3 field offices of Bi-RIDE. The complete details of training are specified below in clause 4.1.

3.2 Go-Live

3.2.1 The supply, installation, licensing and commissioning of CDE software solution (Go-Live) shall be completed within 120 days (4 months) from the date of approval of implementation plan. The commissioning of CDE software solution shall consist of following two stages (tentative & final start):

3.2.2 Tentative start

- a) The tentative start consists of a control of hardware and software installed, and verification of all features of the service by Contractor and BI-RIDE.
- b) The Contractor will deliver provisional start date if all the tests defined in the test plans provided are completed successfully.
- c) Potential failures are qualified according to their criticality:
 - i. A defect is described as blocking if the malfunction makes it impossible to use one or more of the essential features of the solution, greatly affecting its performance or produce erroneous results developed strongly affect the activity of one or more users.
 - ii. A defect is described as major where malfunction makes complex and / or expensive to use one or more of the essential features of the delivered solution, however, allowing the use of the solution, even if such use is by means of a bypass procedure without functional regression without significant loss of performance
 - iii. A defect is classified as a minor in the other cases of malfunction.
- d) If there is a blocking defect, then the contractor will take corrective actions within fifteen (15) calendar days following the first commissioning. If it fails again, BI-RIDE has the option to grant a further adjournment or to terminate the contract with the contractor.

e) If there is a major defect, then the contractor will correct the problem within fifteen (15) calendar days following commissioning, after which BI-RIDE will conduct provisional acceptance tests.

f) If there is a minor defect, BI-RIDE will record this defect in the provisional start report. The contractor will solve it before the final start.

3.2.3 Final Start (Go-Live)

The final start shall be achieved after commissioning the software in following conditions:

All tests are passed successfully. There are no blocking and major defects. If any minor defect exists, it can be solved at later stage in consultation with BI-RIDE. All other activities have been successfully carried out and completed like deployment, hosting, training, documentation, testing, user creation, etc.

4.0 Support after Go-Live

4.1 Training

a) Training for the implemented CDE system and all the modules implemented/provided. Separate course to be conducted in Corporate and Field offices located in Bengaluru.

b) Basic (Standard) Course Outline (3 Working Days):

- I. Initially 2 training sessions each shall be provided in 1 Corporate Office and 3 Field Offices of Bi-RIDE
- II. Thereafter 1 training session shall be conducted every six months during the period of the contract in a location identified by BI-RIDE in Bengaluru.

c) Administrator Training (3 Days)

- I. Initially 1 training sessions each shall be provided in 1 Corporate Office and 3 Field Offices of BI-RIDE
- II. Thereafter training for BI-RIDE selected individuals shall be conducted once every year in BI-RIDE Corporate Office.
- III. Detailed training to the document controllers shall be imparted to enable them to exercise administration responsibilities. The training should enable the trainees to fully customize and deploy the solution if needed in future.

d) The training course content, detailed user manuals and training plan and the trainer's profile shall be submitted for approval of BI-RIDE and trainings shall be conducted based on approved content and plan.

e) Contractor will have to provide Users, Administrators the following material during the training. BI-RIDE shall be free to copy/duplicate/reproduce the same

for internal use.

- i. The administrator training manual with soft copy
- ii. The user training manual with soft copy
- ii. E-learning solution and Recorded sessions.

4.2 Training Infrastructure

The required infrastructure for training (including provision of classroom, computers/laptops/mobiles, LCD projectors, boards etc. and excluding the required software) shall be arranged & provided by BI-RIDE.

4.3 Software Support

- a) OEM should provide guidelines for customizing and implementing solutions.
- b) OEM to provide support for products and applicable third-party applications via the following release vehicles:
 - i. Maintenance releases
 - ii. Temporary Patches
- c) OEM Support Desk Availability during working hours, 6 days a week (excluding Sunday and govt. declared Holidays as circulated by BI-RIDE from time to time)
- d) Support Desk response Time 2 hours
- e) Access to a 12x7, from 8 am to 8 pm Helpdesk
- f) Proactive Support Alerts.
- g) Upgrades/new features should be provided free of cost during the period of the contract.

4.3.2 Bi-RIDE intends to have Following support model:

a) Onsite support:

- I. After Go-Live, 1 to 8 OEM Certified Site Engineers (depending upon BI-RIDE's requirement), for duration of 192 man-months, which could be further extended if required by BI-RIDE, shall be deployed in BI-RIDE Corporate and field Offices in Bengaluru.
- II. OEM Certified Site Engineers (from OEM or authorized partner) deployment at the BI-RIDE's premise for support and subsequent configuration of the solution as per the client's requirement. The deployed persons shall have OEM Certification for Deployment and Customization of the CDE solution offered.
- III. The Engineer is expected to change rules/rights for individuals/groups, create/modify workflows and RFI and any other changes as desired by BI-RIDE and also ensure that the system is safe and secure by performing regular tests.
- IV. Bi-RIDE reserves the right to ask for a replacement of the deployed engineer in case the services of the engineer are not found satisfactory. The contractor shall replace the engineer within 15 days time with a suitable candidate.

- V. The OEM certified site engineers shall be deployed within 15 days from the request by BI-RIDE

b) **Remote Support**

The Contractor shall provide remote support via a telephone helpdesk and remote desktop application and chat.

5.0 Expected Deliverables.

They are:

a) Deployment

- I. Detailed project implementation plan
- II. Technical architecture details including Application, Network (Network Pre and post Network Architecture diagram), system security in consultation with BI-RIDE team.
- III. Technical details of configuration of modules of CDE solution and its related technical details which is linked with third party applications/tools/services (if any)
- IV. Backup, restoration and archival activities details and policy document as required by Bi-RIDE.
- V. Test plans, Testing records (test cases and after testing findings) – Module wise one common sheet will be followed throughout implementation

b) Training

- I. User manual, Administration manual.
- II. Setup / Configuration document, implementation plan/ document shall be prepared and submitted by the successful bidder.

c) Licenses to users

- I. **200 Licenses** from Go-Live
- II. Additional licences as and when required
- III. All licences shall be transferrable, as in BI-RIDE may withdraw licence from one user and assign the licence to any other user at its discretion.

d) The maintenance and support of the CDE

- I. Licenses to new users
- II. Quarterly reports of the failures/faults experienced
- III. Details of updates and patches as and when applied
- IV. Contractor shall raise quarterly system down time due to faults/failures and the certificates.

e) Archived data for handing over to O&M.

- I. Contractor shall handover archived data. The archived data will be handed over

to BI-RIDE, after it has been duly tested by Bi-RIDE and Contractor as per mutually decided test parameter, in 2 copies (1 original and 1 backup).

- II. It is the responsibility of the contractor to create and get approved the test format.
 - III. Contractor shall archive all the project data/documents of all Corridors, Stations, Depots, etc. to Bi-RIDE on-premises server. Contractor shall deploy a EDMS solution in Bi-RIDE server to access the archived data.
 - IV. The Employer's representative and his team will test as per the approved template and verify & validate the data along with the CDE contractor before handover and release of payment
- f) The procedure to be followed for data archiving and handover (either on expiry of the contract or termination beforehand) is detailed in Schedule-II of General Conditions of Contract.
- g) The storage space to be provided for Bi-RIDE CDE for storing and archiving all documents in cloud shall be 5 TB.

6.0 Service Level Agreement (SLA) for CDE

- 6.1 This SLA will be applicable for entire duration of the contract.
- 6.2 Contractor will be responsible for all Level 1 (Helpdesk), Level 2 (Configuration) support and Level 3 (Code Change) support for resolving problems and issues during the support period for CDE product implemented by them.
- 6.3 The support would be as per BI-RIDE's working calendar.
- 6.4 Contractor should provide contact numbers, email addresses, escalation matrix of a dedicated support team. Bi-RIDE shall be kept informed well in advance in case any changes are being made in the support contact.
- 6.5 Contractor will apply the necessary patches and releases, when available.
- 6.6 Contractor during this phase, should accept new Change Requests for enhancing the usability of the product as per the end user's requirements. All such requests would be handled by a Change Management process.
- 6.7 Contractor will adhere to the following Service Level Agreements (SLA) related to both the Level 1 and Level 2/3 support for the product problems:

SL. NO.	Severity Level	Severity Type	Description	Resolution Duration	Penalty
1	Business Standstill	Critical	An application is unavailable either due to software bug or cloud unavailability and blocks the execution of the primary business process. A workaround is not possible. A business-critical part of an application is not available. A workaround is not possible. Business-critical functions cannot be executed. A workaround is not possible.	0-24 Hours	0.1% of contract value per day
2	Performance Degradation / Partial Impact	High	Important functions perform with response times that deviate significantly from the agreement. The user is able to work but is unable to achieve a normal productivity level due to the problem. Partial unavailability of system or components.	0-72 Hours	0.1% of contract value per day
3	Regular Fault	Medium	A non-business critical part of an application is unavailable. A workaround is not possible, but the user is able to achieve a normal productivity level. The problem has few consequences for the user and workaround is possible. Most of the functions operate normally.	0-120 Hours	0.05% of contract value per day
4	No immediate impact to business	Low	The problem has few consequences for the user and there is a workaround. The application or its parts are used by a very few users & the unavailability will not affect business.	0-240 Hours	0.05% of contract value per week

6.8 The “resolution duration” refers to the total number of clock hours within which the fault that has been reported to the Level 1 or Level 2/3 support contact person should be resolved, starting from the time of reporting

6.9 Bi-RIDE shall promptly notify the Contractor in writing of any claims arising under implementation maintenance support. Upon receipt of such notice, Contractor will, within

the support period and with all reasonable speed, repair the defective systems without costs to BI-RIDE and within the time specified and acceptable to BI-RIDE

- 6.10 If the Contractor having been notified, fails to remedy the defect(s) within the period specified, BI-RIDE may proceed to take such reasonable remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights, which BI-RIDE may have against the bidder under the contract
- 6.11 Bi-RIDE expects 99.98% availability on Cloud. If Contractor is not able to maintain availability of the systems up to 99.98%, excluding scheduled preventive maintenance, penalty clause 6.7 above will be applicable.
- 6.12 Availability will be based on the report of representative of Bi-RIDE, based on system logs, equipment logs, downtime and rectification reporting etc.
- 6.13 In case of downtime the deductions will be made as per provisions in clause 6.7
- 6.14 The proposed system infrastructure shall support zero-downtime upgrades, ensuring uninterrupted service during all maintenance and version update activities. It shall provide a mechanism for rapid rollback to a previous stable state in the event of upgrade failure or performance degradation. The solution must maintain an evergreen architecture, automatically applying vendor-released patches, security updates, and feature enhancements without impacting system availability or user experience. All updates shall comply with industry best practices for reliability and security

SECTION – 6

Contract for Consultancy Services

**SECTION 6:
CONTRACT FOR CONSULTANT'S SERVICES**

between

[Name of Client]

and

[Name of Consultants]

Dated:

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 202____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultant").

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Particular Conditions of contract (hereinafter called "PCC");
 - (c) The following Appendices:

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Key Personnel and Sub-consultants

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

Appendix E - Cost Estimates in Indian Rupees

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 - Form of Consultants Services Time Based

Appendix J - Form of Contract TIME-BASED

Appendix K - Form of Contract Agreement

Appendix L – Letter of Acceptance

Appendix M- Form of EMD/BID Security (Bank Guarantee)
Appendix N-Format for Bank Guarantee

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

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

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

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

[Name of Member]

By
(Authorized Representative) [Name of Member]

By
(Authorized Representative)

I. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. "Client" means [the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant.
- c. "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- d. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- f. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- g. "GC" means these General Conditions of Contract;
- h. "Government" means the Government of Karnataka;
- i. "Local currency" means Indian Rupees;
- j. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the PCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- k. "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

- l. "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- m. "PCC" means the Particular Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- n. "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- o. "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- p. "Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.
- q. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract
- r. "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..
- s. "Graduate" means a Bachelor's degree holder such as BE/BTech/Equivalent.
- t. "Post Graduate" means a Masters degree holder such as ME/MTech/MS.

1.2. Law Governing the Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the PCC.

1.5. Location

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

1.6. Authorized Representatives

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

1.7. Taxes and Duties

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

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

1.7.2. The GST payable for this consultancy services shall be reimbursed by the client. The applicable GST will be paid to the consultant along with the payment of bills. The Consultant is required to submit the proof of payment of GST along with the invoice of the succeeding payment, without fail. This procedure will be followed up to penultimate bill. In the final bill, the Consultant shall pay the applicable GST and then submit the claim along with the proof of payment for reimbursement

2. Commencement, Completion, Modification and termination of Contract

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Modification

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

2.5. Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6. Suspension:

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

2.7. Termination

2.7.1. By the Client

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.6;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 7.2;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) if the contractor, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

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

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

- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

2.7.2. By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within Ninety (90) days after receiving written notice from the Consultants that such payment is overdue;
- (b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within Ninety (90) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3. Cessation of Rights and Obligations

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

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

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5. Payment upon Termination

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

- (a) Remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination;
- (c) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6. Disputes about Events of Termination

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

3. Obligations of the Consultants:

3.1. General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The

Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2. Conflict of Interests

3.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2. Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3. Consultants and Affiliates Not to engage in certain Activities

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

3.2.4. Prohibition of Conflicting Activities

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

- (b) after the termination of this Contract, such other activities as may be specified in the PCC.

3.3. Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the PCC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the PCC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6. Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;

- (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Sub-consultants”), and
- (c) any other action that may be specified in the PCC.

3.7. Reporting Obligations

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

3.8. Documents Prepared by the Consultants to Be the Property of the Client

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

3.9. Equipment, Vehicles and Materials Furnished by the Client

Equipment, Vehicles and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment, Vehicles and materials and shall dispose of such equipment, Vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, Vehicles and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. Consultants’ Personnel and Sub-Consultants

4.1. General

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

4.2. Description of Personnel

- a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants’ Key

Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

- b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3. Approval of Personnel

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4. Working Hours, Overtime, Leave, etc.

- a) Working hours and holidays for Key Personnel are set forth in Appendix C.
- b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5. Removal and/or Replacement of Personnel

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it

becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

- b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced

4.6. Resident Project Manager

If required by the PCC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

5. Obligations of the Client

5.1. Assistance and Exemptions

Unless otherwise specified in the PCC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the PCC.

5.2. Access to Project site.

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

5.3. Services, Facilities and Property of the Client

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4. Payment

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

6. Payment to the Consultants:

6.1. Cost Estimates; Ceiling Amount

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

6.2. Remuneration and Reimbursable Expenditures

- a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the PCC, said remuneration shall be subject to price adjustment as specified in the **PCC**.
- b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause **PCC 2.3** (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the **PCC**.
- c) Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause **PCC 6.2(c)**.

6.3. Currency of payment:

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees.

6.4. Mode of Billing and Payment

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

- a) The Client shall cause to be paid to the Consultants an **advance payment** as specified in the PCC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the **PCC**, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the PCC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.
- b) *The Itemized GST compliant Invoices.* As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- c) The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and

costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the **PCC** shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- d) The **final payment** under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- e) All payments under this Contract shall be made to the account of the Consultants specified in the **PCC**.

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

II. PARTICULAR CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 h	<p>The Member in charge is: For the Client: General Manager/S&T, Bi-RIDE or any other person authorized by Bi-RIDE on his behalf</p> <p>For the Consultant:</p>
1.4	<p>The addresses are: Client: BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-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: ----- Facsimile: ----- E-mail: -----</p>
1.5	<p>The Services shall be performed in Bengaluru and at site locations in Bengaluru or at such locations as are specified by Employer and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as Employer may approve.</p>
1.6	<p>The Authorized Representatives are: For the Client: General Manager (procurement), Bi-RIDE or any other person authorized by him on his behalf</p> <p>For the Consultant: -----</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<p>Additional Para 1.7.3</p>	<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 Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price.</p> <p>The accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of proposal from:</p> <ul style="list-style-type: none"> 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 as expressly provided for in this clause or in accordance with the provisions of the Contract, Consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify Employer of such reduction in cost and the contract price shall be adjusted accordingly as mentioned above.</p>
<p>2.1</p>	<p>The contract will become effective on the date of issue of Commencement of Service letter by the client to the consultant to commence the services.</p> <p>The cost of stamp duty of the contract agreement shall be borne by the consultant as per the Karnataka Stamp duty Act.</p>
<p>2.2</p>	<p>Commencement of Services: The number of days shall be 7 (Seven). Within Seven (7) days from the date Contractor receives Letter of acceptance.</p>
<p>2.3</p>	<p>‘Expiration of Contract: The time period shall be Sixty months (60 months) from the date of commencement of Service.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The period of the contract under this Bid will be five year including application support. Optionally, Bi-RIDE may also extend the maintenance and support contract for subsequent period as may be mutually agreed and upon such terms and conditions as may be decided by the Parties</p>
<p>Force Majeure Additional para 2.5.1.1 Definition</p>	<p>No Party will be responsible for any failure to perform due to causes beyond its reasons control including not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government Agencies.</p> <p>Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.</p>
<p>Additional para 2.5.4.1 Payments</p>	<p>In case of Force Majeure each party shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such Force Majeure event.</p>
<p>Additional Para 2.5.5</p>	<p>Measure to be taken:</p> <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.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client/Employer, shall either:</p> <ul style="list-style-type: none"> a. Demobilize, in which case the consultant shall be reimbursed for additional cost they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the services; or b. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this contract. And be reimbursed for additional costs, reasonably and necessarily incurred. <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 PCC.</p>
Additional Para: 2.7.1.1	<p>Bi-RIDE may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Implementation Partner, terminate this contract in whole or in part. The Event of Default by the Contractor shall be as set out below:</p> <ul style="list-style-type: none"> i) Material Breach to meet any of its obligations and which breach the Contractor fails to cure for a period of 30 days (or such longer period as the BI-RIDE may authorize in writing) after receipt of the default notice from BI-RIDE; ii) The Contractor fails to deliver any or all of the deliverables to the satisfaction of the BI-RIDE within the time period(s) specified in the contract, or any extension thereof granted by the BI-RIDE. iii) The Contractor has abandoned the Work(s) as set out in the Scope of Work; iv) The Contractor has been declared insolvent; v) A resolution has been passed for voluntary winding up of the Implementation Partner Any petition for winding up of the Contractor has been admitted and liquidator or provisional liquidator has been appointed or the Contractor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of BI-RIDE provided that, as part of such amalgamation or

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all obligations of the Implementation Partner;</p> <p>vii) The Contractor has unlawfully repudiated the Contracts or has otherwise expressed an intention not to be bound by the Contracts.</p> <p>In the Event of Default of the Contractor in relation to the Work, BI-RIDE shall, without prejudice to any other right that it may have, be entitled to encash the Performance Security(ies) and terminate Contract at its sole discretion and get the work executed at the risk and cost of Implementation Partner.</p> <p>Bi-RIDE reserves the right to terminate the Contract by giving 1 (one) month advance notice in writing to the Implementation Partner, without assigning any reason there of</p>
2.7.2	Deleted
Additional Para 2.7.3	The Contractors' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 (ii) hereof;
Additional Para 2.7.3.1	<p>Obligations of the Parties</p> <p>i) The Contractor shall perform all Services in accordance with the Scope of the Work/Services as stated in the section 'Scope of Work' of Section 5, including all related Works/services thereof.</p> <p>ii) The Contractor shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.</p> <p>iii) Neither party will make any promise, representation nor give any warranty or guarantee with respect to services and products, which are not authorized by the other party.</p> <p>Neither party shall have the right or authority to assume or to create any obligation or responsibility to assume or to bind on behalf of or in the name of other party in any manner apart from the rights and obligation arising out of the terms and conditions of the Contract.</p>
Add 2.7.3.2	Effect of Cessation:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract:</p> <ul style="list-style-type: none"> i) Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract. ii) Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute. iii) Each party shall not use each other's name, trademark, brand name, logo, etc. in any visual form after termination of this Contract. iv) Bi-RIDE shall not be prevented from usage of CDE solution which would have been already developed and implemented under the scope of contract. v) For the incomplete modules Bi-RIDE may obtain the services from other agencies at Implementation Partner's risk and cost, upon such terms and in such manner as it deems appropriate and the Contractor shall be liable to the Bi-RIDE for payment of any excess cost over and above what was agreed to in the contract for such similar services. <p>The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.</p>
Additional Para 3.1.1 General	<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 and Sub-consultants, comply with the Applicable Law and the Contract.. ii. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>iii. as a matter of law or `official regulations, the Recipient’s country prohibits commercial relations with that country; or</p> <p>iv. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p> <p>The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
Add 3.1.2	<p>Liquidated damages</p> <p>A) Supply and Implementation part</p> <p>The date of delivery of the CDE along with integration of scheduling software(MSP/Primavera) and ERP(SAP-HANA) stipulated at the time of System Requirement Specification (SRS) of CDE should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of Bi-RIDE and be accepted by BI-RIDE, such deliveries will not deprive Bi-RIDE of its right to recover liquidated damages as mentioned below.</p> <p>Should the Contractor fail to deliver CDE with integration within the period prescribed and agreed for delivery, then BI-RIDE, without prejudice to other remedies available to it shall be entitled to recover liquidated damages, a sum equivalent to 0.5% of the value of the delayed delivery for each week of delay or part thereof for a period up to 10 (Ten) weeks, and thereafter at the rate of 1.0% of the value of the delayed delivery for each week of delay or part thereof for another Ten weeks of delay subject to maximum 10 % of the total value of the contract.</p> <p>B) Warranty, Maintenance and Post-implementation Support part</p> <p>As per Clause 6.0 Service Level Agreement (SLA) for CDE in Scope of Work</p> <p>The upper ceiling of the penalty on the on-site comprehensive warranty, maintenance and support services shall be the total amount to be paid to the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Contractor for providing on-site warranty maintenance and support services in a year under the contract. In case the total penalty in a year is more than the balance payment to be made to the Contractor during the year, BI-RIDE may request the Contractor to deposit the amount with BI-RIDE within a stipulated time period or may revoke the performance guarantee either in part or full to realize the outstanding dues for non-performance of the contract.
Additional Para 3.2.1.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
Additional Para 3.2.4.1	Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
Additional Para 3.3.1	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
3.4	The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in GCC Clause 2.2. The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of value equal to the Contract value. (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Experts or Sub-consultants, with a minimum coverage in accordance with the applicable law in the Client's country; if applicable.</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country;</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to</p> <ul style="list-style-type: none"> (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
<p>Additional Para 3.4.1</p>	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <ul style="list-style-type: none"> (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one (1) time the total value of the Contract; <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.6 (c)	The other actions are: "Taking any action under the contract for which the written approval of the Client is required".
3.8	Add para The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
Additional Para 3.8.1.	Proprietary Rights of the Client in Reports and Records: The Consultant shall not use the reports, relevant data, information such as maps, plans, drawings, specifications, designs, databases, diagrams, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Employer.
Additional Para 3.9.1	Modify Equipment, Vehicles and Materials Furnished by the Client Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.
Additional Para 4.2 (d)	"Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant's Code of Conduct (ESHS) (e.g., spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client's written request."
Additional Para 4.2 (e)	Any of the Personnel provided as a replacement, the rate of remuneration applicable to such person, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Contractors shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
Additional Para 4.5.1	i) In case substitution is requested by the Consultant/asked by the Employer for the Key Experts evaluated during the Technical Proposal, Consultant shall forthwith provide as a substitution, a

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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>If suitable substitution of Key Experts is not deployed within the timeline decided in consultation with the Employer, it shall be treated as non-deployment of that Key Expert and deduction shall be made as stated in the relevant clause.</p>
Additional Para 4.5.2	<p>Removal of Experts or Sub-consultants</p> <p>If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Prohibited Practices while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.</p> <p>In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide is placement.</p> <p>Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
Additional Para 4.5.3	<p>Replacement/Removal of Experts -Impact on payments</p> <p>Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.</p>
Additional paras in 5.1	<p>(d) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(e) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.</p> <p>(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.</p>
Additional Paras of 6.1	<p>a) Payments under this Contract shall be in Indian Rupees</p> <p>b) The Joint venture agreement needs to be registered under "the Registration Act 1908" after the issue of LOA, Incorporation of the JV is not expected.</p> <p>Payment can be made to the lead member or individual partners as provided as provided in the JV agreement.</p>
Additional Paras of 6.2	<p>d) The Client shall pay to the Consultant</p> <p>(i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and</p> <p>(ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>e) Payments for remuneration made in local currency shall be adjusted by 5% per year on a compounding basis after the expiry of one year of effectiveness of the contract i.e., 30 days from the date of contract signature.</p> <p>f) The remuneration rates shall cover:</p> <p>(i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts.</p> <p>(ii) the Consultant's profit.</p>
Additional Para 6.2 (g)	<p>Price adjustment on the remuneration applies:</p> <p>Payments for remuneration made in local currency shall be adjusted by 5% per year on a compounding basis after the expiry of one year of effectiveness of the contract as given in 2.1 of PCC</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional Para 6.4 (g)	<p>The Itemized Invoice: The Consultant shall have to submit its itemized statements monthly only. However, each invoice shall show remuneration and fixed expenses separately.</p>
Additional Para 6.4 (h)	<p>With the exception of the final payment under 6.4c(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 GC 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 “GC Steering Committee” which shall have officials nominated by Employer, Management representative of GC, Project Director or Deputy Project Director of the Consultant, one Key-1 level representative from the concerned group of the Consultant.</p> <p>The GC Steering Committee shall deliberate the reason for delay and if found not attributable to 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>The accounts are:</p> <p>for local currency: [insert account].</p> <p>Payment shall be made electronically in the account of the Consultant as per the details provided by the Consultant. In case the Consultant is a Joint Venture, the payment shall be made only in the name of Joint Venture/Lead Member.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																
<p>Additional Para 6.5</p>	<p>In case of increase in CDE & BIM Expert, OEM certified engineer, Cloud Storage and training, Contractor shall be payable based on the corresponding unit rates as per BoQ subject to ceiling limit of 25% of accepted contract value.</p> <p>BI-RIDE shall place a minimum order of 200 Licenses at the time of Go-Live. In case the Number of Licenses is increased beyond 200 considered in the bid, following additional amount per additional License as per the duration of their usage shall be payable to the Contractor based on the unit rates indicated by the Contractor in the Pricing Document</p> <table border="1" data-bbox="431 716 1414 1119"> <thead> <tr> <th data-bbox="431 716 548 842">Sl.No</th> <th data-bbox="548 716 870 842">Description</th> <th data-bbox="870 716 1151 842">Qty</th> <th data-bbox="1151 716 1414 842">Cost per License per month</th> </tr> </thead> <tbody> <tr> <td data-bbox="431 842 548 936">1</td> <td data-bbox="548 842 870 936">Cost of additional Licences</td> <td data-bbox="870 842 1151 936">201-300 Licences</td> <td data-bbox="1151 842 1414 936">85% of the Unit Rates</td> </tr> <tr> <td data-bbox="431 936 548 1031">2</td> <td data-bbox="548 936 870 1031">Cost of additional Licences</td> <td data-bbox="870 936 1151 1031">301- 400 Licences</td> <td data-bbox="1151 936 1414 1031">75% of the Unit Rates</td> </tr> <tr> <td data-bbox="431 1031 548 1119">3</td> <td data-bbox="548 1031 870 1119">Cost of additional Licences</td> <td data-bbox="870 1031 1151 1119">401 or more Licences</td> <td data-bbox="1151 1031 1414 1119">65% of the Unit Rates</td> </tr> </tbody> </table>	Sl.No	Description	Qty	Cost per License per month	1	Cost of additional Licences	201-300 Licences	85% of the Unit Rates	2	Cost of additional Licences	301- 400 Licences	75% of the Unit Rates	3	Cost of additional Licences	401 or more Licences	65% of the Unit Rates
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<p>Additional Para 7.1.1</p>	<p>If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause PCC 7.3 shall apply.</p>																
<p>Additional Para 7.2</p>	<p>Claims, Disputes.</p> <p>“Any dispute arising between the parties to this agreement/contract shall be subject to the exclusive jurisdiction of Courts in Bengaluru Only”.</p>																
<p>Additional Clause-1</p>	<p>In case the Consultant does not deploy any Expert as per the approved rolling deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to 10% of the remuneration of the Expert and proportionate fixed component based on the remuneration shall be done for the period of non-deployment.</p>																

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional Clause-2	Employer reserves the right to re-apportion the deployment period between the same category of personnel or different categories of personnel based on the ratio of remuneration rates.
Additional Clause-3	Employer reserves the right to re-apportion the deployment period between the same category of personnel or different categories of personnel based on the ratio of remuneration rates.
Additional Clause- 4	<p>Working Hours, Overtime, Leave, etc.</p> <p>A. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Note below, and the Consultant’s remuneration shall be deemed to cover these items.</p> <p>B. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and impact adequate supervision of the Services.</p> <p>Note: The deployment of the Experts shall be counted for the duration of the availability of the personnel at the Location of Services.</p> <p>One man-month equals all working days in a month excluding Sundays and National holidays (as notified by Bi-RIDE) with one (1) working day shall not be less than eight (8) hours. National holidays shall be those days which are recognized by Employer.</p>
Additional Clause-5	<p>Communications</p> <p>i. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the PCC.1.4</p> <p>A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the PCC1.4.</p>
Additional Clause-6	<p>Authority of Member in Charge:</p> <p>In case the Consultant is a Joint Venture, the members hereby authorize the member as specified in the Item no.16 of 3L Draft Memorandum of understating (MOU) of section-3.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional Clause-7	<p>Commissions and fees: The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.</p>
Additional Clause-8	<p>Termination of Contract for Failure to become Effective: If this Contract has not become effective within two months after the date of Contract signature either Party may, by not less than Sixty days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect here to.</p>
Additional Clause-9	<p>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.</p>
Additional Clause-10	Deleted
Additional Clause-11	<p>Remuneration and Reimbursable Expenses:</p> <ul style="list-style-type: none"> i. The Client shall pay to the Consultant <ul style="list-style-type: none"> (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. ii. Payments for remuneration made in local currency shall be adjusted by 5% per year on a compounding basis after the expiry of one year of effective ness of the contract i.e., 30 days from the date of contract Signatures. <p>The remuneration rates shall cover:</p> <ul style="list-style-type: none"> (i) such salaries and allowances as the Consultant shall have agreed to pay

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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> <p>(ii) the cost of backstopping by home office staff not included in the Experts' list in Annexure 1, (iii) the Consultant's profit.</p>
<p>Additional Clause-12</p>	<p>Good Faith:</p> <p>The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p>
<p>Additional Clause-13</p>	<p>Performance Security: 3% of the Contract Value.</p> <p>The Contractor shall obtain (at his cost) a Performance Security, for proper performance of the contract, for the amount, currencies and validity period for Performance Security.</p> <p>The Contractor shall deliver the Performance Security to the Employer after receiving the letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by a bank and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form as given in Section 6 or in another form specifically approved by the Client.</p> <p>The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms:</p> <p>An unconditional Bank guarantee in the prescribed format</p> <p>A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of " Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi- RIDE)" payable at Bengaluru</p> <p>FDR in favour of " Bengaluru Integrated Rail Infrastructure Development Enterprise Limited " (free from any encumbrance).</p> <p>A deposit of cash or online bank transfer to BI-RIDE account</p> <p>The bank guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under:</p> <ul style="list-style-type: none"> a Schedule Bank in India, or a Foreign Bank having their operations in India, or a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India, <p>The Scheduled Bank is suing the Bank Guarantee must be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>BG shall be invariable be sent by the issuing bank to the Employer’s Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.</p> <p>The Issuing Bank shall send the SFMS to: Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi- RIDE) Account Number: 9921201002074 Bank: Canara Bank Branch: Prime Corporate (Bengaluru) IFSC Code: CNRB0002636</p> <p>In case the contractor is a JV;”The Performance Security shall be submitted by each JV Partner separately on behalf of the JV in favour of Bi-RIDE in proportion of their respective percentage share specified in the JV Agreement. However, Submission of Performance Guarantee Security by individual partners on behalf of the JV shall in no way dilute their Joint & Several responsibilities. The Employer shall be entitled to recover the amount of Bank Guarantees individually and all the Partners jointly at its discretion.”</p> <p>The Contractor shall ensure that the Performance Security/additional Performance Security is valid and enforceable until the Contractor has executed and completed services and the Contract and remedied defects, if any. If the contractor does not complete the work for any reasons whatsoever, the terms of the Performance Security/ additional Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall be bound to extend the validity of the Performance Security/additional Performance Security until the Works have been completed and any defects have been remedied.</p> <p>The Guarantees shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate or passing of the Final Payment Certificate whichever is later. However, on completion of specified section(s) and successful passage of defect liability period for such section(s) along with execution of any leftover works at the time of completion of such section(s), the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data subject to the condition that Engineer certifies that no</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>recoveries are pending in the contract. In case Engineer points out amount to be recovered then the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data minus the amount to be recovered.</p> <p>Without limitation to the provisions of the rest of this Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly submit Performance Guarantee @ 10% of the increased amount over the original contract price in a specific currency. On the other hand if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ 10% of the decrease in contract price from the original contract price in a specific currency shall be returned to the contractor, on his request.</p> <p>Wherever the contract is terminated under Clause 15.2, the Performance Guarantee shall be encashed by the Employer:</p> <ul style="list-style-type: none"> 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; <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> 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 <p>i.e.</p> <p>$P = (A \times B) \div C$ where P=Proportionate Bank Guarantee Amount. A=Contract price of the particular bill/schedule to which the terminated part of work belongs. B=Performance Guarantee amount in terms of GCC sub clause 4.2. C=Total Contract price.</p> <p>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 should be got done separately, and independently by BI-RIDE without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm.</p> <p>In case the contractor fails to perform the contract or any JV partner fails to perform its obligations under the JV agreement, which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV, as the case may be, from participating in any BI-RIDE tender from the date of issue of notice of default. The relevant performance security submitted by the Contractor or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be.</p> <ul style="list-style-type: none"> • The Performance Security shall be for an amount of 3% (Three percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. The contractor shall have the following options; <ul style="list-style-type: none"> (i) to submit full performance security for an amount equal to 3% of the contract price; <li style="text-align: center;">or (ii) Deleted. <p>The contractor shall not be entitled to any interest on the amounts so recovered. However, the contractor shall be entitled for release of recovered amount of performance security against submission of bank guarantee of an equivalent amount, maximum three times during the contract.</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). Extension of time for submission of PG beyond 21 (twenty-one) days upto 60 (sixty) days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% of per annum shall be charged for the delay beyond 21 days, i.e. from 22nd day after the date of issue of LOA.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Further if the 60th day happens to be declared holiday in the office of BI-RIDE, submission of PG can be accepted on the next working day.</p> <p>In all other cases if the Consultant fails to submit the requisite PG even after 60 days from the date of issue of LOA, the Contract is liable to be terminates. In case the contract is terminated BI-RIDE shall be entitled to forfeit the Bis security and other dues payable against to the Contract. In case the tenderer has not submitted by security on the strength of their registration as a startup recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed Consultant shall be debarred from participating in re-tender for the work/Services.</p> <p>b) Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.</p> <p>c) The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.</p>
<p>Additional Clause-14</p>	<p>Security Deposit</p> <p>The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank in favour of BI-RIDE free from any encumbrance, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, Bi-RIDE may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Security) may not exceed 10% of the total value of the contract.</p> <p>However, if the consultant desires the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract.</p> <p>Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid security by the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Contractor with his tender will be returned by the Bi-RIDE.</p> <p>Note: After the work/services are fully is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.</p> <ul style="list-style-type: none"> (i) Refund of Security Deposit: Security Deposit mentioned in clause above shall be returned to the Contractor along with or after, the following: <ul style="list-style-type: none"> (a) Final Payment of the Contract and (b) Execution of Final Supplementary Agreement or Certification by Engineer that BI-RIDE has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period. (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 2.7 of GCC, the Security Deposit already with Bi-RIDE under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 2.7of GCC, the Security Deposit shall not be forfeited. iii. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 50 (a) of this clause will be payable with interest accrued thereon. <p>Note: If bidder submits Bank Guarantee (BG) of 5% of contract value for the period till defect liability period the security deposit shall not be recovered in each bill.</p>
Additional Clause-15	<p>Priority of Documents:</p> <p>The documents forming the contract are to be taken as mutually explanatory of one another. The priority of documents shall be as stated in the Particular conditions of Contract. If there is an ambiguity or discrepancy in the documents, the engineer shall issue any necessary clarification or instruction to the consultants</p> <p>The documents forming the part of the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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 viii) Scope of work ix) Particular Conditions of Contract x) The General Conditions of Contract xi) The consultant's proposal and xii) Any other document forming part of the contract.

IV. APPENDICES

Appendix A: Description of Services

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

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel

Sl.no	Position	No.s	Min. Qualification	Min. Experience
1	PMIS/CDE & BIM Expert	1	Graduate in Civil/Mechanical/Electrical/Electronics	5 yrs in PMIS with Cloud Based Common Data Environment (CDE) and 3D BIM
2	OEM Certified Engineers	2	Graduate in Civil/Mechanical/Electrical/Electronics	2 yrs in PMIS with Cloud Based Common Data Environment(CDE) and 3D BIM

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

Not Applicable

Appendix E: Cost Estimates in Indian Rupees

Refer to 4C. BREAKDOWN OF COSTS (RS.)

Appendix F: Form of Guarantee for Advance Payment

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

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

Ref: _____ Bank Guarantee _____

Date: _____

Dear Sir,

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

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

We _____ (Name and address of the Bank) having its Head Office at _____

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

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

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the Consultant. The Employer shall have the fullest liberty without affecting

this guarantee. to postpone from time to time the exercise of any powers vested in them or of any right

which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and Consultant any other course or remedy or security available to the Employer. The bank shall not be relieved of its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other

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

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

Notwithstanding anything contained herein above or liability under this guarantee is limited to _____ and it shall remain in force up to and including @ _____ and

shall be extended from time to time for such period (not exceeding one year) as may be desired by M/s _____ on whose behalf this guarantee has been given.

Dated: this _____ day of _____ 20 at _____

WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address) Designation (with Bank stamp)

Attorney as Power of _____ Attorney No. _____

Dated _____

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

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issues the 'Bank Guarantee'.

2. The 'Bank Guarantee' shall be from an Indian scheduled Commercial Bank.

3. Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee shall be valid upto 2 months beyond the expiry of contract.

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

Beneficiary Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi- RIDE)

Bank Name: Canara Bank

Branch: Prime Corporate (Bengaluru)

Bank A/c No. 9921201002074

Bank IFSC Code: CNRB0002636

Signature and Seal of the Guarantor

In presence-of

Name and Designation

1. (Name, Signature & Occupation)

Name of the Bank Address

2. (Name & Occupation) Date

Format for Performance Security

To

.....,

Bi-RIDE .

.....

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

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

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

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

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

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

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

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

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

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

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

Beneficiary Name:
Bank Name and Bank Address:
Bank A/c No.
Bank IFSC Code:

Signature and Seal of the Guarantor

In presence of

Name and Designation

1. (Name, Signature & Occupation)

Name of the Bank Address

2. (Name & Occupation) Date

FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)

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

From:
Name and Address of the Bank.....

.....

To:
..... The Managing Director,
Bi-RIDE

WHEREAS,, hereinafter called the Employer, acting through [Insert Designation and address of the Employer's Representative], has accepted the bid of [Insert Name and address of the Contractor], hereinafter called the Contractor, for the work of [Insert Name of Work], vide Notification of Award No. [Insert Notification of Award No.].

AND

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

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

- 1 KNOW ALL MEN by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of [Insert Value of Performance Security required] as above stated.
- 2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank..
- 3 On payment of any amount less than aforementioned full amount, as per demand of the

Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.

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

Date.....

Place.....

[Name in block letters]

.....

[Signature of Authorised person of Bank]

Note :

1. *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
2. *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*
3. *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s **[Insert Name of the JV Partner]** in the JV is **[Fill share % in the JV]** percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*
4. The Scheduled Bank issuing the Bank Guarantee must be on “Structured Financial Messaging System (SFMS)” platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer’s Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.
5. The Issuing Bank shall send the SFMS to:
Beneficiary: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)
Bank Name: Canara Bank

Branch: Prime Corporate (Bengaluru)
Account No. 9921201002074
IFSC Code: CNRB00026

Contract Agreement

THIS AGREEMENT made theday of, between [Name of the Employer.. (hereinafter “the Employer”), of the one part, and [name of the Contractor].¹ (hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - the Letter of Acceptance
 - the Letter of Bid
 - the Addenda Nos. [insert addenda numbers if any].....
 - the Special Conditions of Contract
 - Part A : Contract Data
 - Part B : Specific Provisions
 - the General Conditions of Contract;
 - the Specification
 - the Drawings;
 - the Work's Requirements
 - the completed Schedules including (priced Bill of Quantities)
 - Any other documents
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Signed by
.....

Signed by.....

for and on behalf of the Employer
the presence of

for and on behalf the Contractor in
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature,
Address, Date

FORM OF ADDITIONAL PERFORMANCE SECURITY (BANK GUARANTEE)

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

From:

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

To:

The Managing Director,
Bengaluru Integrated Rail Infrastructure Development Enterprise Limited,
"SamparkaSoudha" , 1st Floor,
B.E.P Premises (Opp. Orion Mall), Dr.
Rajkumar Road,
Rajajinagar 1st Block,
Bangalore - 560 010

WHEREAS, Bengaluru Integrated Rail Infrastructure Development Enterprise 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 additional Performance Security for the sum of *[Insert Value of additional Performance Security required]*, in the form of bank guarantee, being a condition precedent to the signing of the contract agreement.

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

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

raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

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

Date

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

.....
[Name in Block letters]

.....
[Designation]

.....
[P/Attorney] No.

.....
Bank's Seal

[P/Attorney] No.....

Witness:

1. *Signature*
Name & Address & Seal

2. *Signature*
Name & address & Seal

Note :

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*
- 3 *The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.*
- 4 *In case the Contractor is a JV/, the additional Performance Security is required to be furnished on behalf of the JV/ in favour of the Employer by the JV/ Partner(s) who is responsible for execution of schedule(s) (as per JV/ agreement) against which additional Performance Security is required to be submitted in terms of ITC . All the Bank Guarantee of J/V Partners are liable to be encashed cumulatively.*
- 5 The Scheduled Bank issuing the Bank Guarantee must be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be 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: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)

Bank Name: Canara Bank

Branch: Prime Corporate (Bengaluru)

Account No. 9921201002074

IFSC Code: CNRB0002636

Office of the...No. Date:

WORK EXPERIENCE CERTIFICATE

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

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

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

Note:

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

Signature :.....
Name of officer..... Designation:
.....
Address:
Office seal:
Phone/FAX No.:
Date :

Letter of Acceptance
[on letterhead paper of the Employer]

Date.....

To:[*name and address of the Contractor*]

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

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

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

Authorized Signature:

Name and Title of Signatory:

FORM OF EMD/BID SECURITY (BANK GUARANTEE)

WHEREAS _____ 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, Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-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 confuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or
 - b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidders; or
 - c. Does not accept the correction of the Bid Price pursuant to 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 225 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 _____

Appendix N

FORMAT FOR 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 _____

*******END of DOCUMENT*******