

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

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

**Bi-RIDE**

**REQUEST FOR PROPOSAL**

Tender No: Bi-RIDE/MANPOWER/2026

Date: 28.04.2026

**Name of Work**

**Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to  
Bi-RIDE Offices/Field Works**

**Through e-procurement Portal (CPP Portal) only**

**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](mailto:gmprocurement@kride.in)***

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**REQUEST FOR PROPOSAL (RFP)**  
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**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT  
ENTERPRISE LIMITED**

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

No. Bi-RIDE/MANPOWER/2026

Date: 28.04.2026

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

**“Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to Bi-RIDE Offices/Field Works”.**

1. The General Manager/Procurement, BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE) 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
<b>Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to Bi-RIDE Offices/Field Works</b>	<b>₹11,39,175/-</b>	<b>₹ 11,39,17,335/-</b>	<b>24 months</b>

2. Selection will be based on Least Cost Selection Procedure (LCS).
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 **12.05.2026 at 11:30**. Queries pertaining to the tender documents, if any, shall be submitted in writing/email before **2 days from the date of pre bid meeting**. The postal address and email ID shall be as follows:

**BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE  
LIMITED**

#8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall

Rajajinagar 1<sup>st</sup> Block, Bengaluru-560010

Tel No: 080-24482800

E-mail: [gmprocurement@kride.in](mailto:gmprocurement@kride.in)

6. Last date for submission of bid is **29.05.2026 15.00 Hours**
7. Opening of Technical Bid is on **30.05.2026 at 15.30 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)**  
E-mail: [gmprocurement@kride.in](mailto:gmprocurement@kride.in)

**Annexure A**

**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](mailto: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](mailto:support-eproc@nic.in)

b. phoning (0120-4200 462, 0120-4001 002/5, 0120-6277787

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 0120-4200 462, 0120-4001 002/5, 0120-6277 787.

E-Mail: [support-eproc@nic.in](mailto: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**

Bengaluru

Dated:

To,  
All Interested Manpower Agencies

Dear Sir,

1. BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE), invites e-tenders from eligible Bidders, for **“Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to Bi-RIDE Offices/Field Works”**. **More details on the Services are provided in the attached Terms of Reference.**
2. Bidder will be selected under Least Cost Selection (LCS) procedures described in this Tender document
3. The tenderers may submit tenders through Central Public Procurement Portal for the above given services. Tenderers are advised to note the qualification criteria specified in section qualify for award of the contract.
4. Tender documents may be downloaded from <https://etenders.gov.in/eprocure/app> and as well as in [www.kride.in](http://www.kride.in). The bidders will be required to register themselves with the center for e governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <https://etenders.gov.in/eprocure/app>
5. More details on the Services are provided in the Section 5 - Terms of Reference (TOR).
6. The consulting firms meeting the minimum eligibility criteria shall only apply (For minimum eligibility criteria please refer Section-2, **Data sheet**)
7. The Bidders shall pay Earnest Money Deposit as mentioned in the e-Procurement portal.
8. Bidder will be evaluated only on confirmation of receipt of the payment (EMD).

The issue of this Tender does not imply that the Bi-RIDE is bound to accept any Bid that they receive, and the Bi-RIDE reserves the right to reject all or any of the Bids without assigning any reason whatsoever.

9. The RFP includes the following documents:

Section 1 - Letter of Invitation  
Section 2 - Information to Bidders & 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 Bi-RIDE  
**General Manager(Procurement)**

# **SECTION-2**

# **INSTRUCTIONS TO CONSULTANT**

# **(ITC)**

## **SECTION 2. INFORMATION TO CONSULTANTS**

### **1. Introduction**

- 1.1 The Employer 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 Employer under the Contract.
- 1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Employer before submitting a Proposal, and to attend a pre-bid meeting if one is specified in the **Data Sheet**. Attending the pre-bid meeting is optional. The Bidder representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Employer will provide the inputs specified in the **Data Sheet**. assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Employer, are not reimbursable as a direct cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.
- 1.7 The Consultant is required to provide professional, objective, and impartial advice and at all times hold the Employer 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 Employer, or that may place them in a position of not being able to carry out the assignment in the best interest of the Employer.
  - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
    - (a) A firm which has been engaged by the Employer to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.
    - (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.
  - 1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the **Data Sheet** and the factors used for the selection of the consultant should take the likelihood of

continuation into account. It will be the exclusive decision of the Employer/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 **Data Sheet**
- 2. CLARIFICATION AND AMENDMENT OF RFQ 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 Employer address indicated in the **Data Sheet**. The Employer 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 Employer/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 Employer may at its discretion extend the deadline for the submission of Proposals.

### 3. PREPARATION OF PROPOSAL

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

#### Technical Proposal

- 3.2 In preparing the Technical Proposal, 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. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the **Data Sheet**. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment
  - (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the **Data Sheet**. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
  - (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.
  - (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) 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 Employer (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.

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

**3.8** The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

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

**4.1** The Completed technical and financial proposals must be submitted electronically on Central Public Procurement Portal on or before the date and time and in the manner stated in the Data Sheet.

- 4.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non- responsive.
- 4.3 The 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 proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's 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 evaluation committee appointed by the Bi-RIDE as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria specified in the Data Sheet. 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 eligibility criteria indicated in the Data Sheet.

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

- 5.4 After the evaluation of quality is completed, the Bi-RIDE shall notify those Bidder whose proposals did not meet the minimum qualifying criteria or were considered non-responsive to the Tender document and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Bi-RIDE shall simultaneously notify the Bidder that have found substantially responsive, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one day after the notification date. The notification may be sent by electronic mail only.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the Bidder' representatives who choose to attend or through VC. The name of the consultant, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any computational errors.

5.7 The Employer will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Consultant will be invited for negotiations.

## **6. NEGOTIATIONS**

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

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

1.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the staff named in the Proposal. Before contract negotiations, the Client will require assurances that the staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.

1.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Employer will invite the Consultant who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

## **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 Employer will notify other unsuccessful consultants upon issue of LOA and return their EMD accordingly. EMD of the successful consultant will be returned after signing of Contract agreement.

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 Service provider**

<b>ITC Reference.</b>	<b>The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail</b>									
1.1	<p>The name of the Bi-RIDE is: General Manager/Procurement, On and or behalf of Bi-RIDE</p> <p><b>Address:</b> #8, 1<sup>st</sup> Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1<sup>st</sup> Block, Bengaluru - 560010</p> <p><b>E-mail: <a href="mailto:gmprocurement@kride.in">gmprocurement@kride.in</a></b></p>									
1.1.1	The method of selection is: <b>Least Cost Selection (LCS)</b>									
1.2	<p>The consultants are required to submit technical proposal and financial proposal separately through Central Public Procurement Portal.</p> <p>The name, objectives and description of the Assignment are:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 5%;">:</td> <td><b>Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to Bi-RIDE/ Offices/Field Works,</b></td> </tr> <tr> <td>Objective</td> <td>:</td> <td>To appoint a bidder for Providing Skilled Manpower on Outsource basis Engineering Assistant/Supervisor, Drawing Assistant, Secretarial/Managerial Assistant, Data Entry/Computer Operators, Attendant, House keeping and Security to the Bi-RIDE Head Office/Field work on outsourced basis for a period of 24 months.</td> </tr> <tr> <td>Description</td> <td>:</td> <td>The RFP is being published to appoint bidder/service provider for a period of 24 months may be extendable for further period of 12 months based on performance/ or as per the decision of the Bi-RIDE.</td> </tr> </table>	Name	:	<b>Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to Bi-RIDE/ Offices/Field Works,</b>	Objective	:	To appoint a bidder for Providing Skilled Manpower on Outsource basis Engineering Assistant/Supervisor, Drawing Assistant, Secretarial/Managerial Assistant, Data Entry/Computer Operators, Attendant, House keeping and Security to the Bi-RIDE Head Office/Field work on outsourced basis for a period of 24 months.	Description	:	The RFP is being published to appoint bidder/service provider for a period of 24 months may be extendable for further period of 12 months based on performance/ or as per the decision of the Bi-RIDE.
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Description	:	The RFP is being published to appoint bidder/service provider for a period of 24 months may be extendable for further period of 12 months based on performance/ or as per the decision of the Bi-RIDE.								
1.4	A Pre-Bid Meeting will be held: The Date, time and venue are notified in CPP portal									
1.5	The client will provide the inputs as specified in Terms of Reference (ToR)									
Additional Para 1.7.1 (C)	<p><b>The Bidder shall be Disqualified if:</b></p> <p>The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:</p> <ol style="list-style-type: none"> <li>a) If the proposal is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.</li> <li>b) If the bidder increases its quoted prices during validity of the proposal or its extended period.</li> <li>c) The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.</li> <li>d) Proposal received in incomplete format.</li> </ol>									

ITC Reference.	<b>The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail</b>
	<p>e) Proposal is received after due date and time.</p> <p>f) Proposal is not accompanied by all the requisite documents.</p> <p>g) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.</p> <p>h) Financial bid is enclosed with the same envelope as technical bid.</p> <p>i) Bidder tries to influence the proposal evaluation process by unlawful / corrupt / fraudulent means at any point of time during the bid process.</p> <p>In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.</p>
1.7.2	The Employer envisages the need for continuity for downstream work: No
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><b>Clauses on fraud and Corruption:</b></p> <p>(i) "Corrupt Practice" means offering, giving, receiving, or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution</p> <p>(ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity and includes collusive practice among the tenderers either prior to or after tender submission, designed to establish tender price at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition".</p> <p>(iii) "collusive practice" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer/Client, designed to influence the action of any party in a procurement process or the execution of a contract</p> <p>(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.</p>
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
1.11	<p>In this tender, a tender security/EMD/Bid Security of <b>INR ₹ 11,39,175/- (Rupees Eleven Lakhs Thirty-Nine Thousand One hundred and Seventy Five rupees only) shall have to be paid.</b></p> <p>The instrument type for payment of tender security/EMD shall be Demand Draft, Bank Guarantee, e-Bank Guarantee (e-BG), RTGS &amp; 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, e-BG , RTGS &amp; 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. &amp; 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</p>

ITC Reference.	<b>The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail</b>
	<p>security/EMD).</p> <p>(ii) Payment of tender security is to be made by Demand Draft, Bank Guarantee, e-BG , RTGS &amp; NEFT. BG/Demand Draft shall be submitted in original in a sealed envelope in the office of GM/Procurement &amp; 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- IV: 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 &amp; 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><b>Beneficiary:</b>  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-IV 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-IV), 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 &amp; disqualify the bid.</p>
1.14	<p>Tender can be downloaded from <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>. 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 &amp; 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:  <b>Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)</b></p>

<b>ITC Reference.</b>	<b>The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail</b>
	<p><b>Account Number: 9921201002074</b>  <b>Bank: Canara Bank</b>  <b>Branch: Prime Corporate (Bengaluru)</b>  <b>IFSC Code: CNRB0002636</b></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. &amp; 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	<b>REGISTRATION IN CPP Portal: Refer Tender Notification Annexure-A</b>
2.1	<p>Clarifications may be requested, prior to at least 2 days to prior to the date of pre-bid meeting  The address for requesting clarifications is indicated in Para 1.1 above</p>
3.1	<p>Proposals should be submitted in the following language(s): <b>English</b>  All correspondences shall be in English language.</p>
3.3.(iv)	<p>The estimated number of staffs required for a period of 24 months, extendable by additional 12 months based on performance, if required.  The required minimum experience of the key professionals is indicated in Appendix-C of the Section-6</p>
3.3 (v)	Failure to comply with this requirement will make the proposal Non-responsive.
3.3 (vi)	<p>The documents uploaded by the bidder as technical bids shall be in English language.  Any Reports as a part of the service, to be given by the bidder (after selection of bidder) shall be in the written language of <b>English only</b>.</p>
3.3 (vii)	<p><b>a) Eligible Bidders:</b>  A Bidder means any person or firm or company, every Artificial Juridical Person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process. The bidder must ensure the following.</p> <p>(a) The bidder has to submit Power of Attorney authorizing the signatory of the bid to commit the bidder.</p> <p>(b) <b>Joint Venture: Not allowed.</b></p> <p>(c) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</p> <p>(d) "Bidder from a country which share a land border with India" for the purpose of this order means:-</p> <ol style="list-style-type: none"> <li>1. An entity incorporated, established, or registered in such a country; or</li> <li>2. A subsidiary of an entity incorporated, established, or registered in such a country; or</li> <li>3. An entity substantially controlled through entities incorporated, established, or registered in such a country; or</li> <li>4. An entity whose beneficial owner is situated in such a country; or</li> </ol>

ITC Reference.	The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail
	<p>5. An Indian (or other) agent of such an entity; or</p> <p>6. A natural person who is a citizen of such a country; or</p> <p>1. The <b>beneficial owner</b> for the purpose of above clause will be as under</p> <p>(i) In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or in consort, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> <p><b>Explanation: -</b></p> <p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;</p> <p>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;</p> <p>(ii) 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;</p> <p>(iii) 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;</p> <p>(iv) 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;</p> <p>(v) 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>

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3.4 (viii)	<p><b>Submission of Standard Forms:</b></p> <table border="1" data-bbox="400 405 1342 1182"> <thead> <tr> <th data-bbox="400 405 531 472">Form No.</th> <th data-bbox="536 405 1342 472">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 479 531 524">3A.</td> <td data-bbox="536 479 1342 524">Technical Proposal Submission Form.</td> </tr> <tr> <td data-bbox="400 530 531 575">3B</td> <td data-bbox="536 530 1342 575">Consultant's References.</td> </tr> <tr> <td data-bbox="400 582 531 627">3C.</td> <td data-bbox="536 582 1342 627">Format of Curriculum Vitae of Proposed Key Professional Staff.</td> </tr> <tr> <td data-bbox="400 633 531 678">3D</td> <td data-bbox="536 633 1342 678">Format for Bid Security (Bank Guarantee)</td> </tr> <tr> <td data-bbox="400 685 531 730">3E</td> <td data-bbox="536 685 1342 730">Format for Power of Attorney (POA)</td> </tr> <tr> <td data-bbox="400 736 531 781">3F</td> <td data-bbox="536 736 1342 781">Bidder's Information Sheet</td> </tr> <tr> <td data-bbox="400 788 531 833">3G</td> <td data-bbox="536 788 1342 833">Financial Turnover</td> </tr> <tr> <td data-bbox="400 840 531 884">3H</td> <td data-bbox="536 840 1342 884">Financial Data for Last 5 Years</td> </tr> <tr> <td data-bbox="400 891 531 936">3I</td> <td data-bbox="536 891 1342 936">Format for Affidavit submitted by bidder along with the bid</td> </tr> <tr> <td data-bbox="400 943 531 987">3J</td> <td data-bbox="536 943 1342 987">Format For Certificate to Be Submitted by Bidder Along with the Bid</td> </tr> <tr> <td data-bbox="400 994 531 1039">3K</td> <td data-bbox="536 994 1342 1039">Undertaking on being not blacklisted</td> </tr> <tr> <td data-bbox="400 1046 531 1090">3L</td> <td data-bbox="536 1046 1342 1090">Format for Declaration of Acceptance of Terms and Conditions in RFP</td> </tr> <tr> <td data-bbox="400 1097 531 1142">3M</td> <td data-bbox="536 1097 1342 1142">Format for Undertaking on litigation(s)</td> </tr> <tr> <td data-bbox="400 1149 531 1193">3N</td> <td data-bbox="536 1149 1342 1193">Bankers Certificate</td> </tr> </tbody> </table>	Form No.	Description	3A.	Technical Proposal Submission Form.	3B	Consultant's References.	3C.	Format of Curriculum Vitae of Proposed Key Professional Staff.	3D	Format for Bid Security (Bank Guarantee)	3E	Format for Power of Attorney (POA)	3F	Bidder's Information Sheet	3G	Financial Turnover	3H	Financial Data for Last 5 Years	3I	Format for Affidavit submitted by bidder along with the bid	3J	Format For Certificate to Be Submitted by Bidder Along with the Bid	3K	Undertaking on being not blacklisted	3L	Format for Declaration of Acceptance of Terms and Conditions in RFP	3M	Format for Undertaking on litigation(s)	3N	Bankers Certificate
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3.6	In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4)																														
3.6 (a)	<p>Financial Proposal (All items)</p> <p>The rate indicated in the BOQ is inclusive of all charges (Wages, EPF/ESI) the bidder/consultant has to quote only services charges for service provided in percentages as indicated in the Central Public Procurement Portal. The total Bid Price submitted by the Bidder <b>excluding Good and Services Tax (GST)</b>.</p> <p><b>NOTE:</b></p> <p><b>1. The Bidder shall consider Service charges maximum of 5 %</b></p>																														
3.7	Currency - All payments will be made in Indian Rupees.																														
3.8	<p>The clause shall be read as:</p> <p>Proposals must remain valid for 180 days after the deadline date for submission of proposals as notified in Central Public Procurement Portal</p>																														
4.1	<p><b>Add the following Para:</b></p> <p>Deadline date and time for submission of completed proposals is as notified in Central Public Procurement Portal.</p> <p>The Proposal must be sent electronically through Central Public Procurement Portal (URL <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>)</p>																														

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	The CPP Portal will not allow proposals to be uploaded after the Due date and Time for submission of proposal .													
4.3	<p><b>The para 4.3 to be read as:</b></p> <p>The Consultant must submit the following documents to the client at the address mentioned in 1.1 above on or before the due date &amp; time of opening of Technical Proposals:</p> <ul style="list-style-type: none"> <li>• <b>Tender Security/Earnest money deposit (EMD) (Only applicable upon submission of BG/Demand draft).</b></li> </ul>													
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	<table border="1" data-bbox="268 824 1465 1910"> <thead> <tr> <th data-bbox="268 824 347 913">Sl. No.</th> <th data-bbox="352 824 933 913">Requirement Description</th> <th data-bbox="938 824 1465 913">Documents to be uploaded</th> </tr> </thead> <tbody> <tr> <td data-bbox="268 920 347 987">5.3</td> <td colspan="2" data-bbox="352 920 1465 987"><b>A. <u>Technical Eligibility Criteria:</u></b></td> </tr> <tr> <td data-bbox="268 994 347 1592">1</td> <td data-bbox="352 994 933 1592">The bidder should have provided “Similar service” by deploying <b>at least Skilled (100 nos.) and Un Skilled (100 nos.)</b> of manpower services of tender quantity in any Central/State Government Departments /PSUs/Private Organization Listed companies in Karnataka in any 02 years of the last five preceding financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) and should have rendered service satisfactorily. Documentary proof along with certificate of satisfactory service duly indicating the Nos issued by the previous Employer/Client should be uploaded. The Bi-RIDE may verify Service agreement/Work Orders/any other documents.</td> <td data-bbox="938 994 1465 1592">Certificate of Satisfactory completed service duly indicating the Nos issued by the previous Employer/Client shall be uploaded.</td> </tr> <tr> <td data-bbox="268 1599 347 1910">2</td> <td data-bbox="352 1599 933 1910">The Bidder must have received a total contractual payment for <b>similar nature</b> of work in any two financial years including current financial year upto the date of tender invitation for at least <b>₹5,69,58,667/-</b>. <b>“Similar Nature” of work is defined as Providing Manpower for High Skilled, Semi-Skilled, Skilled and Un-Skilled</b></td> <td data-bbox="938 1599 1465 1910">The bidder shall submit Audited Balance Sheet/Document duly certified by Chartered Accountant</td> </tr> </tbody> </table>		Sl. No.	Requirement Description	Documents to be uploaded	5.3	<b>A. <u>Technical Eligibility Criteria:</u></b>		1	The bidder should have provided “Similar service” by deploying <b>at least Skilled (100 nos.) and Un Skilled (100 nos.)</b> of manpower services of tender quantity in any Central/State Government Departments /PSUs/Private Organization Listed companies in Karnataka in any 02 years of the last five preceding financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) and should have rendered service satisfactorily. Documentary proof along with certificate of satisfactory service duly indicating the Nos issued by the previous Employer/Client should be uploaded. The Bi-RIDE may verify Service agreement/Work Orders/any other documents.	Certificate of Satisfactory completed service duly indicating the Nos issued by the previous Employer/Client shall be uploaded.	2	The Bidder must have received a total contractual payment for <b>similar nature</b> of work in any two financial years including current financial year upto the date of tender invitation for at least <b>₹5,69,58,667/-</b> . <b>“Similar Nature” of work is defined as Providing Manpower for High Skilled, Semi-Skilled, Skilled and Un-Skilled</b>	The bidder shall submit Audited Balance Sheet/Document duly certified by Chartered Accountant
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ITC Reference.	The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail	
		<b>professions for Metro/Govt./PSU and Listed Pvt Ltd Company.</b>
3	The bidder shall have - GST - PAN - Contract Labour Act/ Karnataka Shops & Establishments Act / Companies incorporated under Companies Act, 1956/Limited Liability Partnership (LLP) Act, 2008. - ESIC, PF, PT Registration certificates. - MSME Registration certificate and proof of such registration shall be enclosed along with the bid.	Copies of relevant certificates of registration & Confirmation slips for the previous financial year i.e. 2024-25, for having paid the PF & ESI to the concerned departments along with the Bid for the previous financial year i.e. 2024-25.
4	The Tenderer should have valid ISO 9000 Certificate as 'Manpower Service provider' or for the similar jobs.	Self-attested copies of valid ISO 9000 Certificate
5	<b>Debarment / Blacklist:</b> The Tenderer shall not have blacklisted/ debarred/ declared ineligible to participate in a tender by any Central/ State Government/ Large PSUs/ Nationalized Banks/ Metros/ Railway/ Airports/ Large Private Sectors/ Reputed Organization's in the last five (5) years	Tenderer shall provide: i) Declaration as per Form 3K of Section-3 ii) Details of Historical Contract Non-Performance, Pending Litigation and Litigation History.
6	<b>Non-performance of the Contract</b> The Tenderer shall not have rescinded the works/services after award of the contract during the last five (5) year	
7	<b>Bankruptcy /Insolvency</b> <b>The Tenderer shall not have suffered Bankruptcy /Insolvency in the last five (5) years.</b>	
8	The bidder shall depute full man power or as advised by Employer/Client within 24 hours of communication.	Self-declaration by the bidder shall be upload
9	Bidder/agency should not have defaulted in providing manpower remittance of EPF, ESI, GST etc., and other statutory payments/ deductions as per the Labour norms	Self-declaration certificate by the bidder shall be uploaded.
10	The required no. of personnel may increase/decrease depending upon the	Self-declaration certificate by the bidder shall be uploaded

ITC Reference.	<b>The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail</b>	
	requirement of Bi-RIDE and the bidder must accept and provide the personnel accordingly.	
11	The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it with Bi-RIDE. A history of awards involving litigations against the bidder or any part may result in rejection of bid.	Self-declaration certificate by the bidder shall be uploaded
12	<b>Eligible Source Countries:</b> Certificate of compliance of restrictions from Tenderers from countries sharing land borders with India as per ITT clause 20	Declaration from the Tenderer in the Certificate of compliance of restrictions from Tenderers from countries sharing land borders with India as per Form J of Section-3.
<b>5.3</b>	<b><u>B. Financial Capability:</u></b>	
1	(i) <b>Annual Turnover:</b> The Tenderer should have achieved a minimum Annual Turnover of <b>INR.11,39,17,335/-</b> in any two (02) years of the last five (05) preceding financial years i.e. (2020-2021, 2021-2022, 2022-2023, 2023-2024 & 2024-2025)	Copies of the Annual Audited Financial Statement for each of the five (5) Financial Years, 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25. <b>(in Form 3G of Section-3)</b>
2	(ii) <b>Liquidity:</b> The Tenderer shall demonstrate that it has access to or has available liquid assets in the form of lines of credit (Banker's certificate) sufficient to meet the cash flow requirements estimated as <b>INR 1,89,86,222/-</b> for the subject contract.	The Tenderer shall provide Banker's certificate issued specific to this Tender, ensuring the availability of funds based credit facility from Scheduled commercial bank/ Nationalized bank with whom the bidder has the banking facility as on 30.04.2026 or at a later date before submission of the bid. Bidder should upload the Banker's Certificate as per the 'Format provided (in <b>Form 3N of Section-3</b> )
3	(iii) <b>Net worth:</b> The Tenderer should have positive net worth in the latest financial year.	Certificates to this effect, as in the format given below, must be attested/Certified by the concerned Department/Employer/Client/Chartered Accountant ( <b>in Form 3H of Section-3</b> ).
<p><b>Note:</b> The Tenderer who meets above requirement of financial capability shall only be considered for further evaluation under 'Work Experience &amp; Eligibility criteria'. The Tenderer who doesn't meet</p>		

<b>ITC Reference.</b>	<b>The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail</b>
	the above requirement of financial capability shall be disqualified and shall not be considered for further evaluation.
5.4	<b>The clause is replaced as</b> "After the technical evaluation is completed by the tender evaluation committee and obtaining approval from the competent Authority (authorized officer), the bidders whose technical bid is found responsive shall be accepted and their financial bid will be considered for opening and the bidders whose technical bid is found non responsive shall be rejected and their financial bid shall not be considered for opening. The same will be published in the e-portal.
5.7	<b>The clause is replaced as</b> The Lowest rates (L-1) for providing the above mentioned man power services will be considered.
Additional Para 6.3	<b>Financial Negotiations:</b> If required. The date, time and place of the negotiation will be informed to the successful bidder through letter/e-mail.
Additional Para 7.1.1	<b>Award Criteria:</b> The Contract to the successful tenderer whose tender has been determined to be substantially responsive as per eligibility criteria and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily. <b>In case, if the bidders have quoted same value and found to be lowest, the contract will be awarded to the bidder with higher average annual turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last five financial years.</b>
7.2	Signing of Contract 1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. 2. The cost of stamp duty of the Contract Agreement shall be borne by the consultant/contractor as per the Karnataka Stamp Duty Act.
Additional Contract Condition- 1	<b>Special Provisions for Micro and Small Enterprises (MSEs):</b> 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. Applicants who are interested in availing themselves of above benefits will enclose with their proposal; District Industries Centres Khadi and Village Industries Commission Khadi and Village Industries Board Coir Board National Small Industries Corporation Directorate of Handicraft and Handloom 'Udyog Aadhaar' – The Online Portal of MSME Any other body specified by Ministry of MSME.

<b>ITC Referen ce.</b>	<b>The following specific data shall complement, supplement, or amend the provisions in the Information to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail</b>
	The proof of their being micro or small enterprise (MSE) registered with any of the following agencies; 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.

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

**SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS**

<b>Form No.</b>	<b>Description</b>	<b>Page No.</b>
3A.	Technical Proposal Submission Form.	33-34
3B	Consultant's References.	35
3C.	Format of Curriculum Vitae of Proposed Key Professional Staff.	36
3D	Format for Bid Security (Bank Guarantee)	37
3E	Format for Power of Attorney (POA)	380
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**Form 3A. TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

FROM:(Name of Consultant)

TO:(Name and Address of Employer)

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Ladies/Gentlemen:

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

We, the undersigned, offer to provide the Consultancy Services for -----  
----- in accordance with your Request for Propopsal 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 Employer.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance with **Data sheet**.
- (d) We meet the eligibility requirements as stated in Data sheet and we confirm our understanding of our obligation in regard to Corrupt Practices as per Data sheet.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Bi-RIDE or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU MOR of MoR Further, we are not ineligible under the Employer's country laws or official regulations;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Employer.
- (g) Except as stated in the Special conditions of contract, we undertake to negotiate a Contract on the basis of the proposed staff. We accept that the substitution of staff for reasons other than those stated in Special conditions of contract maylead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (i) 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 Employer is not bound to accept any Proposal that the Employer receives.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

Name of Consultant (company's name):

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

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

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

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

**3B CONSULTANT’S REFERENCES**

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

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

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

Consultant’s Name: \_\_

**NOTE:**

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Employers Certificate to be submitted.
3. Each work experiences shall be enclosed with work order/completion
4. 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.

**(SEAL AND SIGNATURE OF THE BIDDER)**

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

1. Name: .....
2. Profession/  
Present Designation: .....
3. Years with Firm/Organization: \_\_\_\_\_ Nationality: .....
4. Area of Specialization: \_-----
5. Proposed Position on Team: \_ .....

6. **Key Qualifications:**

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. **Education:**

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

8. **Experience:**

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. **Languages:**

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Signature of Staff Member**

**Date:.....**

**Place.....**

**3D FORMAT OF BID SECURITY (BANK GUARANTEE)**

WHERE AS \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the Bidder) has submitted his bid dated \_\_\_\_\_ for the work \_\_\_\_\_ (hereinafter called "the Works") KNOW ALL PEOPLE by these presents that we, \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called the Bank) are bound unto the Managing Director, K-RIDE, Bengaluru (hereinafter called "the Employer/Client") in the sum of ₹. \_\_\_\_\_ (Rupees \_\_\_\_\_) for which payment well and truly to be made to the said Employer/Client 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/Client during the period of Bid Validity.
  - a. Fails or refuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or
  - b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidders; or
  - c. Does not accept the correction of the Bid Price pursuant to clause 24.

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

This Guarantee will remain in force up to and including the date, as mentioned in clause 1.11 of Section – 2, after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer/Client, 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 \_\_\_\_\_

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

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

Know all men by these presents, we..... 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.....2026 (Signature of authorized Signatory)

.....

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

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**\*Notes:**

- i) To be executed by single entity
- ii) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- iii) The bidder should submit following additional document in support of the POA as case-to-case basis:
  - a) Proprietorship Affidavit in case of Proprietary bidder.
  - b) Partnership deed in case of partnership bidder.
  - c) Board Resolution in case of a Public/Private limited company.
  - d) Memorandum & Article of Association in case of a Public/Private limited company.
  - e) Board Resolution in case of a Limited Liability Partnership.

## 3F BIDDER'S INFORMATION SHEET

<b>Bidder's Information</b>	
<b>Bidder's legal Name</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Status of the Company (Public Ltd/ Pvt. Ltd)</b>	
<b>Details of Incorporation of the Company</b>	<b>Date:</b> <b>Ref.#</b>
<b>Details of Commencement of Business</b>	<b>Date:</b> <b>Ref.#</b>
<b>Valid GST no.</b>	
<b>Permanent Account Number (PAN)</b>	
<b>Name &amp; Designation of the contact person to whom all references shall be made regarding this tender</b>	
<b>Telephone No. (with STD Code)</b>	
<b>E-Mail of the contact person</b>	
<b>Mobile No. of the contact person</b>	
<b>Website</b>	

(SEAL AND SIGNATURE OF THE BIDDER)

**Form 3G FINANCIAL DATA**  
**(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS)**

**NAME OF THE TENDERER**

**(All amounts in Rupees in Crores)**

DESCRIPTION	Financial Data for Last 05 Audited Financial Years				
	Year 2020 - 2021	Year 2021 - 2022	Year 2022 - 2023	Year 2023 - 2024	Year 2024 - 2025
1	2	3	4	5	6
Total value of consultancy works done as per audited financial statements					
	<p><b>NOTE:</b></p> <p>(i) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure.</p> <p>(ii) All such documents reflect the financial data of the tenderer.</p> <p>(iii) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., <b>2021, 2022, 2023, 2024, 2025.</b></p> <p>(iv) The financial data in above pre scribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp &amp; membership number. In case of foreign applicants, the Audited financial receipts for consultancy shall be suitably apostilled before submitting the same.</p> <p>(v) The above financial data will be updated to 31.03.2025 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.</p>				

**(SEAL AND SIGNATURE OF THE BIDDER)**

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

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

Group Member's legal name.....

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

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

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

- (i) All such documents reflect the financial data of the Applicant
- (ii) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
- (iii) Historic financial statements must be complete, including all notes to the financial statements.
- (iv) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., FY2020-21, FY2021-22, FY2022-23, FY2023-2024 and FY2024-25.
- (v) **This Form shall be duly certified by Chartered Accountant / Statutory Auditor in original under his signature, stamp and membership number.**

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

### 3I 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 businessdealings 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 Bi-RIDE. During theperiod of last 3 years before the deadline for submission of bids.
- \*3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by 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 andthe work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- \*5 That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by 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

**3J. FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER  
ALONG WITH THE BID**

(On the Tenderer's letter head)

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

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

For: \_\_\_\_\_

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

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

(SEAL AND SIGNATURE OF THE BIDDER)

**3K UNDERTAKING ON BEING NOT BLACKLISTED**

(On the Tenderer's letter head)

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices as on date of submission of bid.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory)

Name :

Designation :

Date :

Place

**3L FORMAT FOR DECLARATION OF ACCEPTANCE OF TERMS AND CONDITIONS IN RFP  
(in firm/ company letter head)**

To,

.....,  
.....  
.....,  
.....,  
.....

Sir/Madam,

Subject: “ **Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to Bi-RIDE Offices/Field Works**”.

Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

I have carefully gone through the Terms & Conditions contained in the RFQ document [No. ....] regarding RFQ “ **Providing of Skilled Manpower, Housekeeping and Security Services on Outsource basis to Bi-RIDE Offices/Field Works**”.

I/We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

I declare that all the provisions of this RFQ/Tender Document are acceptable to my company. There are no deviations. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory)

Name :  
Designation :  
Date :  
Place

**3M FORMAT FOR UNDERTAKING ON LITIGATION(S)  
(To be submitted in firm/ company letter head)**

This is to certify that << COMPANY NAME >> is not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

We also hereby declare that information furnished in this Tender is true, complete and correct to the best of my knowledge and belief. I undertake that in the event of any information being found false or incorrect at any stage, my bid shall be liable to be cancelled/ terminated without any notice or compensation in lieu thereof along with any legal proceedings against.

Thanking you,  
Yours faithfully

(Signature of the Authorized signatory)

Name :  
Designation :  
Date :  
Place

**3N Banker's Certificate**

ON BANKERS LETTER HEAD

.....

.....

FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER

[TO BE ISSUED IN THE LETTER HEAD OF BANK BRANCH]

Reference Number (SL No.) Place:

Date:

To:

[Name and Address of the beneficiary]

This is to certify that M/s. ....(name of the customer) having their registered/ administrative office at ..... is a customer of our Bank and is engaged in .....(nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as below to meet their financial requirement towards the execution of the .....( brief details of work) as per the Loan Policy of the Bank:

SL No.	Type of facility	Amount in Rs. (As on date of issue of certificate)								
(1)	Cash at Bank	Rs.....								
(2)	Term Deposits	Rs.....								
(3)	Fund based Credit facility (includes Overdraft) Sanctioned	<table border="1"> <thead> <tr> <th>Sanctioned Limit</th> <th>Utilized amount</th> <th>Availabie Balance amount</th> </tr> </thead> <tbody> <tr> <td>Rs.....</td> <td>Rs.....</td> <td>Rs.....</td> </tr> </tbody> </table>			Sanctioned Limit	Utilized amount	Availabie Balance amount	Rs.....	Rs.....	Rs.....
Sanctioned Limit	Utilized amount	Availabie Balance amount								
Rs.....	Rs.....	Rs.....								

Note:- Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of the bid.

Yours Faithfully,  
BRANCH MANAGER

# **SECTION-4**

# **FINANCIAL PROPOSAL**

**SECTION 4.**

**FINANCIAL PROPOSAL**

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. Salary Breakup Details

**4A: FINANCIAL PROPOSAL SUBMISSION FORM**  
(To be separately given for on the Letter head of the Firm)

(Centre of E-governance has disabled submission of documents pertaining to financial proposal in e-portal. **Bidders are requested to enter the Financial Proposal in the respective cell provided in the e-portal. This format of Financial Proposal is only for reference).**

[Location, Date]

[Location, Date]

FROM: (Name of Consultant)

TO: (Name and Address of Bi-RIDE)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ladies/Gentlemen:

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

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals).

Our 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: Salary Break up Details**

S. No.	Designation	Basic + DA	Statutory Bonus	LWW	Incentive/Conveyance	Gross	ESI 3.25% @ Basic DA	PF 13%	CTC	Per Month	Total Estimated Value 1st Year	Total Estimated Value 2nd Year	
1	Housekeeping of Corporate Office: (12 Nos)	16137	1344	776	0	18257	524	1950	20731	12	29,85,264.00	31,34,527.00	
2	Supervisor:	16137	1344	776	908	19165	524	1950	21639	1	2,59,668.00	2,72,651.40	
3	Security Services:	16137	1344	776	3338	21595	524	1950	24069	8	23,10,624.00	24,26,155.20	
4	Attendant/Helper	16137	1344	776	7588	25845	524	1950	28319	35	1,18,93,980.00	1,24,88,679.00	
5	Plumber/Carpenter	16137	1344	776	10018	28275	524	1950	30749	2	7,37,976.00	7,74,875	
6	Computer Operator.	17296	1441	832	7294	26863	562	1950	29375	20	70,50,000.00	74,02,500.00	
7	Pantry Assistant, Cook/ Server:	17296	1441	832	7294	26863	562	1950	29375	2	7,05,000.00	7,40,250.00	
8	Secretarial/Managerial Assistant.	17296	1441	832	8344	27913	562	1950	3042	30	1,09,53,000.00	1,15,00,650.00	
9	Technical/Non Technical Assistant in office.	19973	1664	961	13707	36305	649	1950	38904	5	23,34,240.00	24,50,952.00	
10	Jr. Drawing Assistant in office / Jr. Engineering Assistant/ Jr. Supervisor at site.	19973	1664	961	13707	36305	649	1950	38904	35	1,63,39,680.00	1,71,56,664.00	
										<b>TOTAL</b>	<b>5,55,69,432.00</b>	<b>5,83,47,903.00</b>	
											<b>Total ESTIMATED VALUE (1st and 2nd Year)</b>		<b>11,39,17,335.00</b>

Note:

- a.** The Minimum Base Rates indicated above are inclusive of Employee share i.e., EPF - 12% on Rs.15,000/-, ESI - 0.75% on Basic & DA and Professional Tax as per applicable Act, deducting the same and balance must be paid to employees.
- b.** The rate indicated Per persons is inclusive of both Employer/Client and Employees share i.e., Employer/Client share: - EPF 13% on Rs. 15,000/-, ESI 3.25% on Basic & DA and Employees share: - EPF 12% on Rs. 15,000/-, ESI 0.75% on Basic & DA and Professional Tax as per applicable Act and incentive and Travel & Other allowance.
- c.** The Bidder(s) must quote Service Charges upto maximum of 5% duly calculating over and above the Lumpsum price indicated in the financial bid.
- d.** As per ESCI Act, if ESI wage is more than Rs. 21,000/- ESIC will not be applicable, the same be request to Bi-RIDE for reimburse the insurance cost for non-ESIC employees not more than the amount shown in the ESIC column.
- e.** If the minimum wages fixed by the Govt. is increased above table same to be adjusted using amount mentioned in incentive column. Even after adjustment, if the wage is less the prescribed minimum wage, then difference will be reimbursed by Bi-RIDE.
- f.** The Estimated value is exempted of all Taxes.
- g.** The payment will remit to the Employee Total Value of bill + Services charge in % + GST or other taxes = Bill value

Name

Authorized Signatory

Designation

Name of the Company Address

# **SECTION-5**

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

## **Section – 5 Terms of Reference**

### **1. SCOPE OF WORK**

Providing Manpower for various roles mentioned below:

Jr Drawing Assistant/Jr. Engineering Assistant/Jr. Supervisor at Site as specified in the description of the item and in the SCC;

Technical/Non Technical Assistant in office as specified in the description of the item and in the SCC;

Secretarial / Managerial Assistant as specified in the description of the item and in the SCC;

Pantry Assistant, Cook/server as specified in the description of the item and in the SCC;

Computer Operator as specified in the description of the item and in the SCC;

Plumber/Carpenter as specified in the description of the item and in the SCC;

Attendant / Helper as specified in the description of the item and in the SCC.

Security Services as specified in the description of the item and in the SCC.

Housekeeping Corporate office as specified in the description of the item and in the SCC.

Pantry Assistant cum Cleaning Assistant as specified in the description of the item and in the SCC.

Housekeeping as specified in the description of the item and in the SCC.

### **2. GENERAL**

The terms and conditions for the professionals/personals to be referred in **Annexure to Terms of Reference**.

# **SECTION -6**

## **Standard Forms of Contract**

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

**between**

---

**[Name of Employer/Client]**

**and**

---

**[Name of Consultants]**

**Dated:**

**Section - 6**  
**Conditions of Contract**  
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**I. FORM OF CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_, between, on the one hand, \_\_\_\_\_ (hereinafter called the "Bi-RIDE") and, on the other hand, \_\_\_\_\_(hereinafter called the "Consultant").

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

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

**WHEREAS**

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GC");
  - (b) The Special Conditions of contract (hereinafter called "SC");
  - (c) The following Appendices:
    - Appendix A — Description of services
    - Appendix B — Reporting Requirements
    - Appendix C — Key Personnel and Sub-consultants
    - Appendix G — Form of Contract Performance Security
    - Appendix H — Form of Contract Performance Security (Bank Guarantee)
    - Appendix J — Form of Contract
    - Appendix H — Form of Contract Agreement
    - Appendix L — Form of Bank Guarantee for Security Deposit

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 Employer and the Consultant shall be as set forth in the Contract, in particular:
  - (a) The consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Employer shall make payments to the Bidder in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF Employer]  
By  
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]  
By  
(Authorized Representative)

[**Note:** If the Bidder 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 CONSULTANT

[Name of Member]  
By  
(Authorized Representative) [Name of Member]  
By  
(Authorized Representative)

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

### **1. GENERAL PROVISIONS**

#### **1.1. Definitions**

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. "Client or Employer" means [the implementing/executing] agency that signs the Contract for the Services with the Selected Consultant.
- c. "Consultant" means a legally-established professional consulting firm or entity selected by the 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. "Government" means the Government of Karnataka;
- h. "Local currency" means Indian Rupees;
- i. "Member", in case the Bidder 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 SC to act on their behalf in exercising all the Bidder' rights and obligations towards the Bi-RIDE under this Contract.
- j. "Party" means the Bi-RIDE or the Bidder, as the case may be, and Parties means both of them;
- k. "Personnel" means persons hired by the Bidder 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).
- l. "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- m. "Services" means the work to be performed by the Bidder pursuant to this Contract as described in Appendix A; and
- n. "Sub-consultant" means any entity to which the Bidder subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- o. "Third party" means any person or entity other than the Government, the Bi-RIDE, the Bidder, or a Sub-Consultant.

**1.2. Law Governing the Contract:**

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

**1.3. Language**

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

**1.4. Notices**

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

**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 Employer may approve.

**1.6. Authorized Representatives**

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

**1.7. Taxes and Duties**

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

**1.7.2.** The GST payable for this consultancy services shall be reimbursed by the Employer. 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 **SC**.

**2.2. Commencement of Services**

The Bidder 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 **SC**.

**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 **SC**.

**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 Bidder shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

**2.6. Suspension:**

The Employer may by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder 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 Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

**2.7. Termination**

**2.7.1. By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidder, 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;  
"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 Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.
- (e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

#### **2.7.2. By the Bidder**

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to the Bi-RIDE, 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 **SC**.

- (a) if the Bi-RIDE fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within Ninety (180) days after receiving written notice from the Bidder that such payment is overdue;
- (b) If the Bi-RIDE is in material breach of its obligations pursuant to this Contract and has not remedied the same within Ninety (180) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Bi-RIDE of the Bidder' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Bidder 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 Bidder' 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 Bidder 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 Bidder and equipment and materials furnished by the Bi-RIDE, the Bidder 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 GC 2.7.1 or GC 2.7.2, the Employer shall make the following payments to the Bidder: (after offsetting against these payments any amount that may be due from the Consultant to the Employer).

- (a) Remuneration pursuant to Clause GC 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 GC 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 Bidder:**

**3.1. General**

The Bidder 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 employer appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer legitimate interests in any dealings with Sub- Bidder or third parties.

**3.2. Conflict of Interests**

**3.2.1. Bidder Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Bidder pursuant to Clause 6 shall constitute the Bidder' sole remuneration in connection with this Contract or the Services, and the Bidder 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 Bidder shall use their best efforts to ensure

that the Personnel, any Sub-Bidder, and agents of either of them, similarly shall not receive any such additional remuneration.

**3.2.2. Procurement Rules of Funding Agencies**

If the Bidder, as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Bidder 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 Employer. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Employer.

**3.2.3. Bidder 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-Bidder and any entity affiliated with such Sub- Bidder, shall be disqualified from providing goods, works or non- consulting services resulting from or directly related to the Bidder Services for the preparation or implementation of the project.

**3.2.4. Prohibition of Conflicting Activities**

Neither the Bidder nor their Sub-Bidder 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 SC.

**3.3. Confidentiality**

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

**3.4. Insurance to Be Taken out by the Bidder**

The Bidder (a) shall take out and maintain, and shall cause any Sub-Bidder to take out and maintain, at their (or the Sub-Bidder', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the **SC**; and (b) at the Employer request, shall provide evidence to the Employer 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 Bidder (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 SC); (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

**3.6. Bidder' Actions Requiring Employer Prior Approval**

The Bidder shall obtain the Employer 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 Employer prior to the execution of the subcontract, and (ii) that the Bidder 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-Bidder"), and
- (c) any other action that may be specified in the SC.

### **3.7. Reporting Obligations**

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

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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidder in accordance with Clause 3.6 shall become and remain the property of the Employer,

and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### **3.9. Equipment, Vehicles and Materials Furnished by the Bi-RIDE**

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

## **4. Consultants' Personnel and Sub-Bidder**

### **4.1. General**

The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidder 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 Bidder' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Employer's 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 Bidder by written notice to the Employer, provided (i) that such adjustments shall not

alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is 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 Employer written approval.

- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Bidder, 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-Bidder listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Key Personnel which the Bidder propose to use in the carrying out of the Services, the Bidder shall submit to the Employer for review and approval a copy of their biographical data. If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Employer.

#### **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 Bidder' 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 Bidder 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 Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.
- b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Employer written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Bidder 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.** Deleted.

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

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

Unless otherwise specified in the SC, the Employer 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 Bidder and the Personnel and any Sub-Bidder employed by the Bidder 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 Bidder, Sub-Bidder and Personnel any such other assistance as may be specified in the SC.

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

The Bi-RIDE warrants that the Bidder shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Bidder 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 Bidder or any Sub-consultant or the Personnel of either of them.

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

The Employer shall make available to the Bidder 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 Bidder as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder for the performance of the Services, (ii) the manner in which the Bidder shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

### **5.4. Payment**

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

## **6. Payment to the Bidder:**

### **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 **SC**. The Bidder shall notify the Employer as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Bidder 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 Employer shall pay to the Bidder (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 **SC**, said remuneration shall be subject to price adjustment as specified in the **SC**.
- 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 **SC 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 **SC**.
- c) Reimbursable expenditures actually and reasonably incurred by the Bidder in the performance of the Services, as specified in Clause **SC 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 Bi-RIDE shall cause to be paid to the Bidder an **advance payment** as specified in the **SC**, and as otherwise set forth below. The advance payment will be due after provision by the Bidder to the Employer of a bank guarantee by a bank acceptable to the Employer in an amount specified in the **SC**, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the **SC**, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Employer shall have approved in writing.
- b) The 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 Bidder shall submit to the Employer, 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 Employer shall cause the payment of the Bidder within sixty (60) days after the receipt by the Employer of bills with supporting documents (if required). Only such portion of a

monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidder, the Employer may add or subtract the difference from any subsequent payments. Interest at the rate specified in the **SC** 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 Bidder and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (180) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (180)-day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report or final statement. The Bidder shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidder to the Employer within thirty (30) days after receipt by the Bidder of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Bi-RIDE in accordance with the above.
- e) All payments under this Contract shall be made to the account of the Bidder specified in the **SCC**.

## **7. Settlement of Disputes**

### **7.1. Amicable Settlement**

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

**III. SPECIAL 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: <b>General Manager/HR</b>, Bi-RIDE or any other person authorized by Bi-RIDE on his behalf            For the Consultant: .....</p>
1.4.1	<p><b>The addresses are:</b>  <b>Employer/Client:</b>            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: <a href="mailto:gmprocurement@kride.in">gmprocurement@kride.in</a>  <b>Consultant:</b> -----            Attention : -----            Address : -----            Facsimile : -----            E-mail : -----</p>
1.5.2	<p>The Services shall be performed in Bengaluru &amp; the jurisdictions of Bi-RIDE</p>
1.6.2	<p><b>The Authorized Representatives are:</b>  <b>For the Employer/Client:</b>            General Manager (Procurement)            Bi-RIDE or any other person authorized by him on his behalf  <b>For the Consultant:</b>            -----  <i>[Note: If the Consultant consists only of one entity, state "N/A"]</i></p>
Additional Para 1.7.3	<p><b>Change in the Applicable law related to Taxes and duties.</b>            If, after the date of this Contract, there is any change in the applicable law in the Employer/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 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.            The accepted contract value shall be adjusted to take into account any increase or decrease in cost after the date of submission of proposal from:</p> <ol style="list-style-type: none"> <li>a. a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or</li> <li>b. in the judicial or official governmental interpretation of such laws of India; or</li> <li>c. the commencement of any Indian law which has not entered into effect until the date of submission of proposal; or</li> <li>d. any change in the rates of any of the Indian taxes that have direct effect on the contract</li> </ol> <p>If as a result of any change in law, interpretation or rates of taxes defined above, Consultant benefits from any reduction in cost for the execution of the Contract, save</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	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/Client of such reduction in cost and the contract price shall be adjusted accordingly as mentioned above.
2.1	The contract will become effective on the date of issue of <b>Commencement of Service letter</b> by the client to the consultant to commence the services. The cost of stamp duty of the contract agreement shall be borne by the consultant as per the Karnataka Stamp duty Act.
2.2	<b>Commencement of Services:</b> <b>The number of days shall be 7 (Seven).</b> Within Seven (7) days from the date Contractor receives Letter of acceptance.
2.3	<b>'Expiration of Contract:</b> <b>The time period shall be Twenty Four Months (24 months) from the date of commencement of Service &amp; extendable by one more year on satisfactory service</b> subject to quarterly review of performance of the agency. If unsatisfactory performance is continued, then the contract is liable to be terminated and Bi-RIDE is entitled to call for fresh tenders. Further, if contract period is extended by the authority for further period a minimum 5% escalation per annum will be added for both (Employee/Employer/Client) on the fixed wages and Service charge.
Force Majeure Additional para 2.5.1.1 Definition	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. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's staff, Sub- consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
Additional para 2.5.4.1 Payments	<b>PAYMENT:</b> The payment shall be made by the Bi-RIDE to the Bidder against monthly service bill with all the requisite documents to the Bi-RIDE office. The bill receive date will be considered only after receipt of all relevant documents and the payment will be remitted to the service provided within 20 days. The bill of claim shall be accompanied by; i) List of professional personnel to whom the wages are disbursed to their respective accounts along with the Bank Statement. ii) PF remittance details along with the successful Electronic Challan cum Returns (ECRs) and Confirmation Slips from the respective organization in respect of the personnel worked during the month. iii) ESI remittance details along with the successful ECR and confirmation slip from the respective organization in respect of the professional personnel worked during the month iv) Proof for remittance of Professional Tax recovered from the wages of the employees if applicable v) Other document as advised by Bi-RIDE authority.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.7.2	<p><b>It is open to the Department to initiate the following penal actions agency on Breach of any of the above terms</b></p> <ol style="list-style-type: none"> <li>1. At first instance to issue warning notice clearly narrating the incident of Breach asking the agency to submit its explanation and the action the agency is proposing to avoid repetition of such incident.</li> <li>2. On the second instance to Impose a penalty not exciding <b>Rs.1,00,000/-</b></li> <li>3. On subsequent instances to impose of penalty of <b>Rs. 2,00,000/-</b> If the same persists further, the contract will be terminated and the agency will be blacklisted duly forfeiting PBG/ SD any other penalty imposed by the Competent Authority.</li> <li>4. This does not preclude the department from necessary directly attributable losses on account of the actions of an employee of the agency from any available legal action including forfeiture of security deposit.</li> <li>5. The successful agency shall have an establish office in said Zonal office Jurisdiction. The agency shall furnish the address of such office with particulars of telephone number and details of contact person before entering into agreement. The department reserves the right to inspect / check the particulars to furnished.</li> </ol> <p><b>Termination of the contract: -</b></p> <ol style="list-style-type: none"> <li>1. The performance of the Successful Bidder/Agency is poor and not satisfactory.</li> <li>2. The Successful Bidder is found to have submitted fake or fraudulent or false documents furnished by the Bidder at a later date or if the Bidder is proved to have suppressed material information disclosure of which would have rendered the Bidder ineligible as per Bid terms &amp; conditions</li> <li>3. The GM/HR/Bi-RIDE based on opinion of Administrative Committee shall be authorized to terminate the agreement forth with by written one month notice without assigning any reasons and without payment of any compensation.</li> <li>4. Bi-RIDE reserves the right to cancel the tender contract at any time by giving 07 days prior notice in case of noncompliance with the terms and conditions of the tender.</li> <li>5. In case of gross breach of any terms and conditions attached to the contract, the Security Deposit or Performance security or both and any penalty imposed Bi-RIDE authority will be forfeited based on the discussion taken by Authority of Bi-RIDE.</li> </ol>
<p><b>Additional Para 3.1.1 General</b></p>	<p>Law Applicable to Services:</p> <ol style="list-style-type: none"> <li>i. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its staff comply with the Applicable Law and the Contract.</li> <li>ii. Throughout the term of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Employer/Client's country when <ol style="list-style-type: none"> <li>a) as a matter of law or official regulations, the Recipient's country prohibits commercial relations with that country; or</li> <li>b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</li> </ol> </li> </ol>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The Employer/Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
<b>Additional Para</b> 3.2.1.1	The Consultant shall hold the Employer/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 Employer/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 Employer/Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer/Client
<b>Additional Para</b> 3.2.4.1	<b>Strict Duty to Disclose Conflicting Activities:</b> The Consultant has an obligation and shall ensure that its staff shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer/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 the Contract.
3.4	<b>RISK CLAUSE</b> The Contractor should provide standby arrangements for carrying out the work in any circumstances where it affects the routine work at Bi-RIDE. Bi-RIDE reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory as per tender conditions and also has the right to award the contract to any other selected Bidders at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by Bi-RIDE from the Contractor Performance security or Security Deposit or pending bill or by raising a separate claim.
3.4	<b>Insurance for Contractor's Personnel</b> The Contractor shall abide by the provisions of ESIC Act, 1948 (extended from time to time) to take care of insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness or disease. In addition, the Contractor shall also maintain insurance against liability for claim of death of any person employed by the Contractor or any other of the Contractor's Personnel. The Employer/Client shall also be indemnified under the policy of insurance, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer/Client or of the Employer/Client's Personnel. The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause. Maximum number of deductibles for insurance of Employer/Client's risks: Nil
<b>Additional Para</b> 3.4.1	The following limitation of the Bidder Liability towards the Bi-RIDE can be subject to the Contract's negotiations:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>“Limitation of the Bidder Liability towards the Bi-RIDE: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the property, shall not be liable to the Bi-RIDE:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds one (1) time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Bidder liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.</p>
<p><b>3.6 (c)</b></p>	<p>The other actions are:</p> <p>“Taking any action under the contract for which the written approval of the Employer/Client is required”</p>
<p><b>Additional Para 3.8.1</b></p>	<p><b>Proprietary Rights of the Employer/Client in Report and Records:</b></p> <p>The consultant shall not use the reports, relevant data, information such as maps, plans, drawings, specifications, designs, databases, diagrams, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer/Client in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Employer/Client.</p>
<p>3.8.2</p>	<p>The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer/Client.</p>
<p><b>Additional Para 4.2 (d)</b></p>	<p>“Staff who are found to be in breach of the Employer/Client’s Code of Conduct and their ESHS standards (e.g., spreading communicable diseases, sexual harassment, gender-based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Employer/Client’s written request.”</p>
<p><b>Additional Para 4.5.2</b></p>	<p><b>Removal of staff</b></p> <p>If the Employer/Client finds that any of the staff has committed serious misconduct or has been charged with having committed a criminal action, or if the Employer/Client determines that a Consultant’s staff has engaged in Prohibited Practices while performing the Services, the Consultant shall, at the Employer/Client’s written request, provide a replacement</p> <p>In the event that any of staff is found by the Employer/Client to be incompetent or incapable in discharging assigned duties, the Employer/Client, specifying the grounds therefore, may request the Consultant to provide is placement.</p> <p>Any replacement of the removed staff shall possess better qualifications and experience and shall be acceptable to the Employer/Client</p>
<p><b>Additional Para 4.5.3</b></p>	<p><b>Replacement/Removal of Manpower</b> – The consultant needs to replace/remove the staff deputed to Bi-RIDE within 02 days from the date communication letter received by Bi-RIDE</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>Additional Para 5.1</b>	(a) Extend the required support to the Consultant, for the staff, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Employer/Client's country while carrying out the Services under the Contract. (b) Facilitate clearance through customs of any property required for the Services and of the personal effects of the staff and their eligible dependents.
<b>Additional Paras of 6.1</b>	a) Payments under this Contract shall be in Indian Rupees
<b>Additional Paras of 6.2</b>	d) The Employer/Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each staff 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.  e) The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the staff. (ii) the Consultant's profit.
6.2(a)	Deleted.
6.4	<b>BILLING AND PAYMENT:</b> The payment shall be made by the Bi-RIDE to the Bidder against monthly service bill with all the requisite documents to the Bi-RIDE office. The bill receive date will be considered only after receipt of all relevant documents and the payment will be remitted to the service provided within 20 days. The bill of claim shall be accompanied by; i) List of professional personnel to whom the wages are disbursed to their respective accounts along with the Bank Statement. ii) PF remittance details along with the successful Electronic Challan cum Returns (ECRs) and Confirmation Slips from the respective organization in respect of the personnel worked during the month. iii) ESI remittance details along with the successful ECR and confirmation slip from the respective organization in respect of the professional personnel worked during the month iv) Proof for remittance of Professional Tax recovered from the wages of the employees if applicable v) All payments to the Manpower Bidder shall be through RTGS or electronic money transfer system through Commercial Banks. vi) Any other document as advised by the Bi-RIDE.
<b>Additional Para 6.4 (f)</b>	The Itemized Invoice: The Consultant shall have to submit its itemized statements as per the Payment Schedule only.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>Additional Para 7.2</b>	<b>Claims, Disputes.</b> Any dispute arising between the parties to this agreement/contract shall be subject to the exclusive jurisdiction of Courts in Bengaluru Only”.
<b>Additional Clause-1</b>	In case the Consultant does not deploy any staff as per the approved deployment schedule, for reasons attributable to the Consultant, then a recovery equivalent to 10% of the remuneration of the staff and proportionate fixed component based on the remuneration shall be done for the period of non-deployment.
<b>Additional Clause-2</b>	Whenever the staff of the Consultant is required to provide Services outside Bengaluru area, Consultant shall take approval of Employer/Client. Employer/Client shall reimburse the travel and lodging charges subject to the limits as defined here in. The consultant shall submit necessary vouchers and bills in proof of the actual travel and lodging charges only subject to the submission of receipts/ vouchers to that effect.
<b>Additional Clause-3</b>	Employer/Client 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.
<b>Additional Clause-4</b>	<b>Communications</b> Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause 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 addressed. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
<b>Additional Clause- 5</b>	<b>Working Hours, Overtime, Leave, payment etc.</b> The professional/personnel deputed shall carry out the work as per the Bi-RIDE rules and regulations or advised by the Bi-RIDE officials. The present working hours of the Bi-RIDE is 10.00 AM to 06.30 PM with 01.30 PM to 02.00 PM as lunch break from Monday to Saturday except Second and Forth Saturday. In the event of change of timings, the deputed professional/personnel shall carry the work as per the rescheduled timings. The professional/personnel deputed should work when requirement arises on holidays and can avail leave for the day worked in any three months with approval of HOD. The professional/personnel deputed are eligible to avail One day paid leave. If the professional/personnel deputed has not availed leave in the month the same can be carry forwarded further. The professional/personnel deputed are eligible to avail Over Time (O.T) if time exceedingly above 7 PM and the amount will be fixed by Bi-RIDE authority. The professional/personnel deputed are eligible to claim Travel Allowance if the authority is authorized the professional/personnel deputed to travel out the side Bangalore and the Travel allowance rate will be fixed by Bi-RIDE authority. The professional/personnel deputed are eligible for leave bonus (for the month not leave availed). and the rate for same will be fixed by Bi-RIDE authority. Maternity leave is applicable for extent period of 06 (Six) Months with pay. Further extension of Maternity leave will be based on the approval of Bi-RIDE authority.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The professional/personnel deputed are eligible for yearly bonus as decided by the authority of Bi-RIDE. The professional/person has continuously engaged in Bi-RIDE not below 12 months.</p> <p>The monthly payment for professional/personnel deputed should be paid before 05<sup>th</sup> of every Calendar month</p>
Additional Clause-6	Deleted
Additional Clause-7	<p><b>Prohibited Practices, Commissions and Fees:</b> The Bank requires compliance with the Bank's Prohibited Practices Policy and its prevailing sanctions policies.</p>
Additional Clause-9	<p><b>Termination of Contract for Failure to become Effective:</b> If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than Sixty days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect here to in connection with <b>2.7.2</b></p>
Additional Clause-10	<p><b>Entire Agreement:</b> This contract contains all covenants stipulations and provision agreed by the Parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation promise or agreement not set forth herein</p>
Additional Clause-11	<p><b>Good Faith:</b> The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract</p>
Additional Clause-12	<p><b>Performance Security: 3% of the Contract Value.</b> 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 GM/HR. 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: An unconditional Bank guarantee/ e-BG in the prescribed format 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 FDR in favour of " Bengaluru Integrated Rail Infrastructure Development Enterprise Limited " (free from any encumbrance). A deposit of cash or online bank transfer to Bi-RIDE account</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>The bank guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under:  a Schedule Bank in India, or  a Foreign Bank having their operations in India, or  a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India,</p> <p>The Scheduled Bank is suing the Bank Guarantee must be on “Structured Financial Messaging System (SFMS)” platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the 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:  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 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 Employer certifies that no recoveries are pending in the contract. In case Employer 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 Employer 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 Employer’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</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>returned to the contractor, on his request. Wherever the contract is terminated , the Performance Guarantee shall be encashed by the Employer:</p> <ul style="list-style-type: none"> <li>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;</li> </ul> <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> <li>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</li> </ul> <p>i.e  <math>P = (A \times B) \div C</math> 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.  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. 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.</p>
	<ul style="list-style-type: none"> <li>a) The successful Bidders shall have to submit a Performance Guarantee (PG) within twenty-one (21) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (twenty one) days upto 60 (sixty) days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However a penal interest of 12% of per annum shall be charged for the delay beyond 21 days, i.e. from 22nd day after the date of issue of LOA. Further if the 60th day happens to be declared holiday in the office of Bi-RIDE, submission of PG can be accepted on the next working day.</li> </ul> <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> <ul style="list-style-type: none"> <li>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.</li> </ul> <p>The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>Additional Clause - 13</b>	(b) Deleted.
<b>Additional Clause-14</b>	<p><b>Priority of Documents:</b> The documents forming the contract are to be taken as mutually explanatory of one another.</p> <p>The documents forming the part of the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer/Client shall issue necessary clarification or instruction to the consultant which shall be binding on the consultant; and <b>priority of the documents shall be as follows:</b></p> <ul style="list-style-type: none"> <li>i) The Contract Agreement</li> <li>ii) The Letter of acceptance</li> <li>iii) Amendments/Corrigendums to the tender documents issued by the Employer/Client if any</li> <li>iv) Responses to the pre bid queries issued by the Employer/Client if any</li> <li>v) Financial Bid</li> <li>vi) Invitation for Bids</li> <li>vii) Instructions to the bidders (Data sheet)</li> <li>viii) Scope of work (Terms of Reference)</li> <li>ix) Special Conditions of Contract</li> <li>x) The General Conditions of Contract</li> <li>xi) The consultant's proposal and</li> <li>xii) Any other document forming part of the contract.</li> </ul>
<b>Additional Clause 15</b>	The monthly payment /salary to the deputed professional/personal should be made before 5 <sup>th</sup> of every Calendar month any delay beyond 5 <sup>th</sup> of Calendar month suitable action will be imposed in any form as desired by Bi-RIDE authority.

#### **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 Employer, etc.]

**Appendix B: Reporting Requirements**

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc. If no reports are to be submitted, state here.]

"Not applicable"

**Appendix C: Key Personnel**

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

S N.	Description of item	No. of Man Month per Year	Minimum Qualification
1	Providing manpower for Housekeeping to Corporate office (12 no's)	12	As per Bi-RIDE Requirement
2	Providing manpower for Supervisor	1	As per Bi-RIDE Requirement
3	Providing manpower for Security Services	8	As per Bi-RIDE Requirement
4	Providing manpower for Attendant/Helper	35	07th/10th pass or equivalent and conversant in Kannada /English languages
5	Providing manpower for Plumber / Carpenter	2	As per Bi-RIDE Requirement
6	Providing manpower for Computer Operator	20	Under Graduation/12th or equivalent and should be conversant in Kannada/English with typing speed on 30 WPM.
7	Providing manpower for Pantry Assistant cum Cleaning Assistant cum cook cum server	2	As per Bi-RIDE Requirement
8	Providing manpower for Secretarial / Managerial Assistant.	30	Any degree / Diploma with 0 - 3 years' experience or Under Graduation /12th with experience in Secretarial/Managerial Assistant not below 3-6 years.
9	Providing manpower for Technical/Non-Technical Assistant in office.	5	For Technical BE (Civil / Elec / Mech / E&C/CS/Arch.) with minimum experience of 0 to 2 years. For Non - Technical any Master Degree with minimum 03 years or Any Degree with experience of 5 years & above
10	Providing manpower for Jr Drawing Assistant/Jr. Engineering Assistant/Jr. Supervisor at Site.	35	BE (Civil / Elec / Mech / E&C / CS / Arch.)) or equivalent with minimum Experience of 0 to 3 years & above. Diploma with (Civil / Elec / Mech / E&C/CS/Architect

**Note:**

1. Minimum age should be above 18 years.
2. The service provider shall not remove or replace any Professional/Personals without the prior approval of the Employer/Client (Bi-RIDE Authority).
3. The Man power shall be made available from the Commencement Date.
4. The above minimum experience/qualification criteria can be exempted with approval of GM/HR.

**Appendix D:**

**DELETED**

**Appendix E:**

**DELETED**

**Appendix F:**  
**Deleted**

**Appendix-G**

DELETED

**Appendix - H**

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

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

**From:**

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

.....

**To:**

*The General Manager/Procurement,*

*Bi-RIDE*

*1<sup>st</sup> Floor, Samparka Soudha, Opp. Orion Mall, Dr Rajkumar Road,*

*Bengaluru - 560010*

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

**AND**

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

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

1. *KNOW ALL MEN by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer/Client 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/Client any amount up to and including aforementioned full amount*

*without any demur, reservation or recourse. Any such demand made by the Employer/Client 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/Client of Bank*

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

4. The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer/Client without any reference to the contractor and without the Employer/Client 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/Client and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
8. This guarantee is valid and effective from the date of its issue, which is **[insert date of issue]**. The guarantee and our obligations under it will expire on **[Insert the date twenty-eight days after the expected end of defect liability period]**. All demands for payment under the guarantee must be received by us on or before that date.
9. The Bank agrees that the Employer/Clients 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/Client or the guarantee is released by Employer/Client before the Expiry date.
10. The Bank agrees that its obligation to pay any amount demanded by the Employer/Client before the expiry of this guarantee will continue until the amount demanded has been paid in full.
11. The expressions Bank and Employer/Client 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/Client. 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/Client available with the Employer/Client. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer/Client.

Date ..... ..

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

[Name in Block letters]

.....[Designation]

[P/Attorney.....

.....Bank's Seal

[P/Attorney] No.....

Witness:

1. *Signature*

*Name & Address & Seal*

2. *Signature*

*Name & address & Seal*

**Note:**

1. *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
2. *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

**Appendix – I**

**Deleted**

**Appendix – J**  
**Form of Contract**

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1 The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract
  - b) The Particular Conditions of Contract;
  - c) Appendices:
    - Appendix A — Description of services
    - Appendix B — Reporting Requirements
    - Appendix C — Key Personnel and Sub-consultants
    - Appendix H — Form of Contract Performance Security (BANK GUARANTEE)
    - Appendix I — Contract for Consultant’s Services
    - Appendix J — Form of Consultants Services Time Based
    - Appendix K — Form of Contract Agreement
    - Appendix L — Format of Bank Guarantee for Security Deposit

2 The following documents shall be deemed to form and be read & construed as part of this Agreement:

The documents forming the Contract shall be interpreted in the following order of priority:

- a) This Contract Agreement and the Appendices hereto.
- b) Letter of Acceptance;
- c) Addendums, Corrigendum and Pre-bid clarifications to the Tender;
- d) Financial Proposal submitted by the Consultant;
- e) IFB, ITT ;
- f) Terms of Reference (ToR);
- g) Special Conditions of Contract (SCC);
- h) General Conditions of Contract (GCC) / Conditions of Contract (CC);
- i) Any other documents pertaining to tender, issued by the Employer/Client;

3 The mutual rights and obligations of the Employer/Client and the Consultant shall be set forth in the Contract, in particular:

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

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

For and on behalf of Bi-RIDE

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

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

---

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

**Appendix - K**

**Deleted**

**Appendix L**

**FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT**

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

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 \_\_\_\_\_

**Annexure to Terms of Reference**

**1. GENERAL INSTRUCTIONS AND SCOPE OF WORK**

- 1.1. The Contractor shall be required to undertake all items of work specified in the schedule(s).
- 1.2. The Contractor shall have to use his own equipment/tools/consumables, wherever required, for this work.

**2. AREA COVERED IN THE SCOPE OF WORK**

- 2.1. The area covered in the scope of work is the Corporate office of Bi-RIDE located in the first floor of Samparka Soudha, Dr. Rajkumar Road, Rajaji Nagar – I Block, Bengaluru - 560010 and all other offices and work sites of Bi-RIDE in Bengaluru and elsewhere in Karnataka and neighbouring states.

**3. GENERAL NATURE OF THE WORK & FREQUENCY**

**3.1. ALL MANPOWER**

- i. The general working hours will be from 10.00 hrs. to 18.30 hrs. daily with a lunch break between 13.30 hrs to 14.00 hrs as lunch break from Monday to Saturday except Second and Forth Saturday. In the event of change of timings, the deputed professional/personnel shall carry the work as per the rescheduled timings. The professional/personnel deputed should work when requirement arises on holidays and can avail leave for the day worked in any three month with approval of HOD.
- ii. The professional/personnel deputed are eligible to avail One day paid leave. If the professional/personnel deputed not been availed leave in the month the same can be carry forwarded further months.
- iii. The professional/personnel deputed are eligible to claim Travel Allowance if the authority is authorized the professional/personnel deputed to travel out the side Bangalore and the Travel allowance rate will be fixed by Bi-RIDE authority.
- iv. The professional/personnel deputed are eligible for leave bonus (for the month not leave availed). and the rate for same will be fixed by Bi-RIDE authority.
- v. Maternity leave is applicable for extent period of 06 (Six) Months with pay.
- vi. The professional/personnel deputed are eligible for yearly bonus as decided by the authority of Bi-RIDE. The professional/person must continuously engaged in Bi-RIDE for a period not less than 12 months.
- vii. The monthly payment for professional/personnel deputed should paid before 5<sup>th</sup> of every Calander month
- viii. In case of any difficulty to stay for extended hours, the contractor has to arrange standby personnel.

- 3.2. The number of personnel required under each item will be as per the requirement from time to time. It may increase or decrease every day / every week / every month. For example, in respect of a particular item, four personnel may be required initially for thirty-five days and another three personnel from the thirty sixth day. Again, two personnel may be asked to be removed from the eighty seventh day. The above example is given to make it clear that the requirement is quite fluid and completely depends on the day-today need as assessed by the authorized officials of Bi-RIDE. Whenever a need for a change in the composition of the personnel is foreseen, Bi-RIDE administration will communicate the same to the contractor as soon as such a need is foreseen. However, the contractor cannot take the plea that advance communication is not provided. The advance communication for addition or removal of personnel will be as mentioned in the subsequent paragraphs.
- 3.3. It is not necessary for Bi-RIDE administration to demand additional personnel or ask for removal of existing personnel only from the beginning of a month. Addition or removal of personnel may be required anytime i.e. on any day of the month. Also, it is the discretion of the authorized officials of Bi-RIDE as to, who should be retained and who should be removed amongst the existing personnel, when there is a need for curtailment of personnel. The contractor has no say at all in this regard. Whenever the need for curtailment arises, Bi-RIDE administration will decide the personnel to be retained amongst the existing personnel based on their talent, performance and their usefulness to the organization. Additional personnel have to be provided within 48 hours of the demand from the authorized officials of Bi-RIDE and the removal of existing personnel, whenever needed, shall be from the next day. Any delay in providing the additional personnel will attract penalty as mentioned subsequently.
- 3.4. Overtime per hour shall be calculated every month for the extra hours worked on each day before or after the scheduled working hours and the rate paid shall be 1/120th of the rate awarded for the respective item.
- Overtime per day shall be calculated every month for the extra number of days worked in a month beyond the official working days and the rate paid shall be 1/30th of the rate awarded for the respective item.
- 3.5. One day leave in a month is allowed and it will be a paid leave. The leave can be accumulated and can be taken together. However, leave will be granted only when it does not cause any obstruction to urgent work. The decision of the controlling officer is final in this regard. If the personal is not availed leave and same can be carry forwarded for the next month.
- 3.6. The completion period is mentioned as **Two years**. However, if the requirement of manpower is such that the majority of the quantities mentioned are not exhausted in one year, the completion period may extend for another one year or part thereof solely at the discretion of Bi-RIDE. The contract will be governed by the same rates, terms and conditions during this additional one-year period also with 5% escalation on salary and profit margin after completion of 2 (Two) Year. If decided by Bi-RIDE, it is mandatory on the part of the contractor to continue the personnel at the same rates, terms and conditions till the end of another year or part thereof.
- 3.7. **ATTENDANTS / HELPERS:**
- REQUIREMENTS:**
- i. The personnel deputed shall be physically strong and fit to carry out any heavy tasks. They should have the basic knowledge of Kannada and English, be able to read simple English and

identify files, their subjects etc. The decision of the authorized official of Bi-RIDE concerned regarding the adequacy of strength and knowledge is final and binding in this regard.

- ii. The persons deputed shall have the prior approval of the authorized official(s) of Bi-RIDE.
- iii. The personnel shall have the right attitude to swiftly grasp and learn the assigned works and produce good output within reasonable period of time, failing which the personnel need to be replaced. The decision of the Officer concerned is final and binding in this regard.
- iv. The contractor shall have to maintain the same person for a specific task in a unit as long as the performance of the person is satisfactory as evaluated by the Unit Head / Officer concerned. No change of the person without the prior approval of the Officer concerned, where the person is deputed, is allowed.
- v. If the performance of the person is not satisfactory / has deteriorated over time as reported by the Officer concerned, the person has to be replaced within 48 hours of receipt of the communication to replace the person is received. Any delay in providing a suitable replacement will attract a penalty of Rs. 500/- per day in addition to not paying for the days on which no person is provided.
- vi. If a person deputed is absent without prior permission or due to circumstances beyond her / his control, a penalty of Rs. 500/- per day will be levied in addition to not paying for the days on which the person is absent from duty. The decision the Officer concerned with regard to whether the circumstances leading to absence are beyond the control of the person deputed or not is final and binding.

#### **DUTIES**

- vii. Daily dusting of all office tables, chairs, almirahs, racks, telephones, wall mounted fans, Pedestal fans, curtains etc. with feather brush, wet cloth and subsequently with dry cloth / duster before working hours.
- viii. Daily Cleaning of computer equipment (terminals, printers and other accessories) with dry cloth / duster in the presence of nominated authorized officials of Bi-RIDE.
- ix. Assigned work of delivery and receipt of files, delivery of dak, distribution of files & dak within and outside the office, collection and distribution of papers from / to other offices, clearing the out-trays, photocopying properly duly taking care of the copier and the copies with due regard to alignment of the document to be photocopied, maintaining general cleanliness in the office / section / work area, keeping files and other records in proper position, expeditious retrieval of the same etc.
- x. Serving tea, coffee, juice, snacks, lunch etc., Thorough Cleaning and Washing of cutlery, plates, glasses, containers, coffee machines, water coolers, refrigerators etc., Attending all allied office assistance viz. filing, binding, shifting of documents / heavy files, cupboards, almirahs, furniture etc. from time to time as per the instructions of Unit Head / Officer concerned.
- xi. Behaving in a dignified and polite manner before distinguished visitors, VIPs and Officers.
- xii. Accompanying road lorry during transportation of materials to outstations, carrying out loading/unloading of various materials as directed.
- xiii. Assisting the officers and supervisors at site during survey, inspections and measurement of works etc. as directed by the Authorized officials of Bi-RIDE.

- xiv. Any other related work, as directed by the concerned Bi-RIDE officials, from time to time.
- xv. Any failure to attend the allotted work will be treated as unsatisfactory performance and will attract penalty / fine mentioned in subsequent paragraphs. The decision of the Unit Head/ officer concerned (where the cleaning and other works are performed) is final and binding with regard to the performance.

**3.8. COMPUTER OPERATOR:**

**REQUIREMENTS**

- i. The personnel deputed shall have working knowledge of all applications of MS Office and very good knowledge of MS word, MS Excel and MS Power point. He/ She shall also have working knowledge of internet and other software etc. The typing speed shall be a minimum of 30 words per minute and preferably more. The decision of the authorized official of Bi-RIDE regarding the adequacy of knowledge is final and binding in this regard.
- ii. The persons deputed shall have the prior approval of the Officer of the concerned unit where the person is deputed.
- iii. The personnel shall have the right attitude to swiftly grasp and learn the assigned works and produce good output within reasonable period of time, failing which the personnel need to be replaced. The decision of the authorized official of Bi-RIDE is final and binding in this regard.
- iv. The contractor shall have to maintain the same person for a specific task in a unit as long as the performance of the person is satisfactory as evaluated by the Unit Head / Officer concerned. No change of the person without the prior approval of the Officer concerned, where the person is deputed, is allowed.
- v. If the performance of the person is not satisfactory / has deteriorated over time as reported by the Officer concerned, the person has to be replaced within 48 hours of receipt of the communication to replace the person is received. Any delay in providing a suitable replacement will attract a penalty of Rs. 500/- per day in addition to not paying for the days on which no person is provided.
- vi. If a person deputed is absent without prior permission or due to circumstances beyond her / his control, a penalty of Rs. 500/- per day will be levied in addition to not paying for the days on which the person is absent from duty. The decision the Officer concerned with regard to whether the circumstances leading to absence are beyond the control of the person deputed or not is final and binding.

**DUTIES**

- vii. Rendering typing / computer / stenographic / filing / miscellaneous assistance and coordination as assigned.
- viii. Assisting in data entry and other miscellaneous activities like attending all allied office assistance viz. Filing, Binding, Shifting / Carrying documents to other offices, and any other work etc. as directed by the Unit Head / Officer concerned/ authorized officials of Bi-RIDE to the satisfaction of the Officer concerned with all contractor's charges such as food expenses, outstation allowances, night allowances etc.
- ix. Behaving in a dignified and polite manner before distinguished visitors, VIPs and Officers.

- x. Any other related work, as directed by the concerned Bi-RIDE officials, from time to time.
- xi. Any failure to attend the allotted work will be treated as unsatisfactory performance and will attract penalty / fine mentioned in subsequent paragraphs. The decision of the Unit Head/ officer concerned (where the cleaning and other works are performed) is final and binding with regard to the performance.

**3.9. SECRETARIAL/ MANAGERIAL ASSISTANT:**

**REQUIREMENTS:**

- i. The personnel deputed shall have working knowledge of all applications of MS Office and very good knowledge of English, MS word, MS Excel and MS Power point and preferably some knowledge of shorthand. He/ She shall also have working knowledge of internet and other software etc. The typing speed shall be a minimum of 40 words per minute and preferably more. The requirement of knowledge of shorthand may however be waived off if the knowledge in other aspects and typing speed are good according to the officer concerned under whom the person is deputed. The decision of the Officer concerned or the authorized official of Bi-RIDE regarding the adequacy of knowledge is final and binding in this regard.
- ii. The persons deputed may have to deal with / type official confidential matters and the persons are expected to maintain confidentiality. In case of any breach of confidence, the persons need to be replaced immediately from the next day.
- iii. The persons deputed shall have the prior approval of the Officer of the concerned unit where the person is deputed.
- iv. The personnel shall have the right attitude to swiftly grasp and learn the assigned works and produce good output within reasonable period of time, failing which the personnel need to be replaced. The decision of the authorized official of Bi-RIDE concerned is final and binding in this regard.
- v. The contractor shall have to maintain the same person for a specific task in a unit as long as the performance of the person is satisfactory as evaluated by the Unit Head / Officer concerned. No change of the person without the prior approval of the Officer concerned, where the person is deputed, is allowed.
- vi. If the performance of the person is not satisfactory / has deteriorated over time as reported by the Officer concerned, the person has to be replaced within 48 hours of receipt of the communication to replace the person is received. Any delay in providing a suitable replacement will attract a penalty of Rs. 500/- per day in addition to not paying for the days on which no person is provided.
- vii. If a person deputed is absent without prior permission or due to circumstances beyond her / his control, a penalty of Rs. 500/-per day will be levied in addition to not paying for the days on which the person is absent from duty. The decision the Officer concerned with regard to whether the circumstances leading to absence are beyond the control of the person deputed or not is final and binding.

**DUTIES:**

- viii. Rendering secretarial / typing / computer / stenographic / filing / miscellaneous assistance and coordination as assigned.

- ix. Taking dictation in shorthand and typing in computer afterwards independently by going through the dictated text and producing a reasonably error-free output or typing simultaneously without errors on the key board of a computer while taking dictation.
- x. Receiving calls meant for the officer and connecting the officer to others, and calling the required numbers and connecting to the officer concerned on phone, whenever required.
- xi. Maintaining an effective database of telephone numbers, addresses and other miscellaneous information for fast retrieval.
- xii. Filing papers and maintaining the files of the concerned officer(s).
- xiii. Assisting in data entry and other miscellaneous activities like attending all allied office assistance viz. Filing, Binding, Shifting / Carrying documents to other offices, and any other work etc. as directed by the Unit Head / Officer concerned/ authorized officials of Bi-RIDE to the satisfaction of the Officer concerned with all contractor's charges such as food expenses, outstation allowances, night allowances etc.
- xiv. Behaving in a dignified and polite manner before distinguished visitors, VIPs and Officers.
- xv. Any other related work, as directed by the concerned officer(s), from time to time.
- xvi. Any failure to attend the allotted work will be treated as unsatisfactory performance and will attract penalty / fine mentioned in subsequent paragraphs. The decision of the Unit Head/ officer concerned (where the cleaning and other works are performed) is final and binding with regard to the performance.

3.10. **Technical/Non-Technical Assistance.:**

**REQUIREMENTS:**

- i. The person should have any Master Degree/Degree. The personnel deputed shall have good knowledge of Engineering works in respective fields and working knowledge of all applications of MS Office and reasonably good knowledge of English, MS word, MS Excel and MS Power point. He/ She shall also have working knowledge of internet and other software etc. He / She shall also be capable of preparing and tracing drawings manually (only Technical Assistance). The personnel shall also be capable of learning and doing all related calculations manually (using calculator) and through MS Excel, estimating and assisting in preparation of tender schedules and BoQs to the satisfaction of the Unit Head / Officer concerned.
- ii. The decision of the Officer concerned regarding the adequacy of knowledge is final and binding in this regard.
- iii. The persons deputed shall have the prior approval of the Officer of the concerned unit where the person is deputed.
- iv. The personnel shall have the right attitude to swiftly grasp and learn the assigned works and produce good output within reasonable period of time, failing which the personnel need to be replaced. The decision of the Officer concerned is final and binding in this regard.
- v. The contractor shall have to maintain the same person for a specific task in a unit as long as the performance of the person is satisfactory as evaluated by the Unit Head / Officer concerned. No change of the person without the prior approval of the Officer concerned, where the person is deputed, is allowed.

- vi. If the performance of the person is not satisfactory / has deteriorated over time as reported by the Officer concerned, the person has to be replaced within 48 hours of receipt of the communication to replace the person is received. Any delay in providing a suitable replacement will attract a penalty of Rs. 500/- per day in addition to not paying for the days on which no person is provided.
- vii. If a person deputed is absent without prior permission or due to circumstances beyond her / his control, a penalty of Rs. 500/-per day will be levied in addition to not paying for the days on which the person is absent from duty. The decision the Officer concerned with regard to whether the circumstances leading to absence are beyond the control of the person deputed or not is final and binding.

**DUTIES:**

- viii. Preparing all kinds of drawings of respective Engineering department using AutoCAD or manually as directed.
- ix. Preparing and tracing drawings manually;
- x. Learning and doing all related calculations manually (using calculator) and through MS Excel, estimating and preparing tender schedules to the satisfaction of the Unit Head / Officer concerned.
- xi. Assisting in data entry and other miscellaneous activities like attending all allied office assistance viz. Filing, Binding, Shifting / Carrying documents to other offices, and any other work etc. as directed by the Unit Head / Officer concerned/ authorized officials of Bi-RIDE to the satisfaction of the Officer concerned with all contractor's charges such as food expenses, outstation allowances, night allowances etc.
- xii. Performing all other related work assigned to him by the concerned officer / Unit Head.
- xiii. Any failure to attend the allotted work will be treated as unsatisfactory performance and will attract penalty / fine mentioned in subsequent paragraphs. The decision of the Unit Head/ officer concerned (where the cleaning and other works are performed) is final and binding with regard to the performance.

3.11 **Jr Drawing Assistant/Jr Engineering Assistant/Jr Supervisor at Site REQUIREMENTS:**

- i. The person should have a diploma/degree in the respective field of Engineering. The personnel deputed shall have good knowledge of Engineering works in respective fields and working knowledge of all applications of MS Office and reasonably good knowledge of English, MS word, MS Excel MS Power point and CAD. The personnel shall also be capable of continuously standing, supervising and exercising quality control checks of Engineering works at site in respective fields including testing of Engineering materials at laboratory. The personnel shall also be capable of learning and doing all related calculations manually (using calculator) and through MS Excel, estimating and preparing tender schedules and BoQs to the satisfaction of the Unit Head / Officer concerned. The decision of the Officer concerned regarding the adequacy of knowledge is final and binding in this regard. The decision of the Officer concerned regarding the adequacy of knowledge is final and binding in this regard.
- ii. The persons deputed shall have the prior approval of the Officer of the concerned unit where the person is deputed.

- iii. The personnel shall have the right attitude to swiftly grasp and learn the assigned works and produce good output within reasonable period of time, failing which the personnel need to be replaced. The decision of the Officer concerned is final and binding in this regard.
- iv. The contractor shall have to maintain the same person for a specific task in a unit as long as the performance of the person is satisfactory as evaluated by the Unit Head / Officer concerned. No change of the person without the prior approval of the Officer concerned, where the person is deputed, is allowed.
- v. If the performance of the person is not satisfactory / has deteriorated over time as reported by the Officer concerned, the person has to be replaced within 48 hours of receipt of the communication to replace the person is received. Any delay in providing a suitable replacement will attract a penalty of Rs. 500/- per day in addition to not paying for the days on which no person is provided.
- vi. If a person deputed is absent without prior permission or due to circumstances beyond her / his control, a penalty of Rs. 500/-per day will be levied in addition to not paying for the days on which the person is absent from duty. The decision the Officer concerned with regard to whether the circumstances leading to absence are beyond the control of the person deputed or not is final and binding.

**DUTIES:**

- vii. Supervising and exercising quality control checks of respective Engineering Department works at site including testing of Engineering materials at laboratory as directed.
- viii. Assisting in preparation of in estimates, tender schedules, BoQs and in other correspondence in office;
- ix. Learning and doing all related calculations manually (using calculator) and through MS Excel, estimating and preparing tender schedules to the satisfaction of the Unit Head / Officer concerned.
- x. Assisting in data entry and other miscellaneous activities like attending all allied office assistance viz. Filing, Binding, Shifting / Carrying documents to other offices, and any other work etc. as directed by the Unit Head / Officer concerned/ authorized officials of Bi-RIDE to the satisfaction of the Officer concerned with all contractor's charges such as food expenses, outstation allowances, night allowances etc.
- xi. Performing all other related work assigned by the concerned officer / Unit Head.
- xii. Any failure to attend the allotted work will be treated as unsatisfactory performance and will attract penalty / fine mentioned in subsequent paragraphs. The decision of the Unit Head/ officer concerned (where the cleaning and other works are performed) is final and binding with regard to the performance.

**3.12 Sr Drawing Assistant/Sr Engineering Assistant/Sr Supervisor at Site REQUIREMENTS:**

- xiii. The person should have a diploma/degree in the respective field of Engineering. The personnel deputed shall have good knowledge of Engineering works in respective fields and working knowledge of all applications of MS Office and reasonably good knowledge of English, MS word, MS Excel and MS Power point/CAD. The personnel shall also be capable of continuously standing,

supervising and exercising quality control checks of Engineering works at site in respective fields including testing of Engineering materials at laboratory. The personnel shall also be capable of learning and doing all related calculations manually (using calculator) and through MS Excel, estimating and preparing tender schedules and BoQs to the satisfaction of the Unit Head / Officer concerned. The decision of the Officer concerned regarding the adequacy of knowledge is final and binding in this regard.

- xiv. The persons deputed shall have the prior approval of the Officer of the concerned unit where the person is deputed.
- xv. The personnel shall have the right attitude to swiftly grasp and learn the assigned works and produce good output within reasonable period of time, failing which the personnel need to be replaced. The decision of the Officer concerned is final and binding in this regard.
- xvi. The contractor shall have to maintain the same person for a specific task in a unit as long as the performance of the person is satisfactory as evaluated by the Unit Head / Officer concerned. No change of the person without the prior approval of the Officer concerned, where the person is deputed, is allowed.
- xvii. If the performance of the person is not satisfactory / has deteriorated over time as reported by the Officer concerned, the person has to be replaced within 48 hours of receipt of the communication to replace the person is received. Any delay in providing a suitable replacement will attract a penalty of Rs. 500/- per day in addition to not paying for the days on which no person is provided.
- xviii. If a person deputed is absent without prior permission or due to circumstances beyond her / his control, a penalty of Rs. 500/-per day will be levied in addition to not paying for the days on which the person is absent from duty. The decision the Officer concerned with regard to whether the circumstances leading to absence are beyond the control of the person deputed or not is final and binding.

**DUTIES:**

- xix. Supervising and exercising quality control checks of respective Engineering Department works at site including testing of Engineering materials at laboratory as directed.
- xx. Assisting in preparation of in estimates, tender schedules, BoQs and in other correspondence in office;
- xxi. Learning and doing all related calculations manually (using calculator) and through MS Excel, estimating and preparing tender schedules to the satisfaction of the Unit Head / Officer concerned.
- xxii. Assisting in data entry and other miscellaneous activities like attending all allied office assistance viz. Filing, Binding, Shifting / Carrying documents to other offices, and any other work etc. as directed by the Unit Head / Officer concerned/ authorized officials of Bi-RIDE to the satisfaction of the Officer concerned with all contractor's charges such as food expenses, outstation allowances, night allowances etc.
- xxiii. Performing all other related work assigned by the concerned officer / Unit Head.
- xxiv. Any failure to attend the allotted work will be treated as unsatisfactory performance and will attract penalty / fine mentioned in subsequent paragraphs. The decision of the Unit Head/ officer

concerned (where the cleaning and other works are performed) is final and binding with regard to the performance.

**3.13 DEPLOYMENT OF STAFF AND SUBMISSION OF REPORT:**

- xxv. The contractor shall deploy adequate number of manpower required for the work as per the requirement given in the schedule and in conformity with labour laws. The Contractor should deploy the minimum number of supervisors and workers every day including on Sundays and on holidays, wherever applicable and directed, for carrying out the work.
- xxvi. The contractor shall have to maintain the same person for a specific task in a unit as long as the performance of the person is satisfactory as evaluated by the Unit Head / Officer concerned. No change of the person without the prior approval of the Officer concerned is allowed.
- xxvii. If the performance of the person is not satisfactory / has deteriorated over time as reported by the Officer concerned, the person has to be replaced within 48 hours of receipt of the communication to replace the person is received. Any delay in providing a suitable replacement will attract a penalty of Rs. 500/- per day in addition to not paying for the days on which no person is provided.
- xxviii. If a person deputed is absent without prior intimation or due to circumstances beyond her / his control, a penalty of Rs. 500/- per day will be levied in addition to not paying for the days on which the person is absent from duty.
- xxix. The contractor shall follow/obey the constitutional / statutory laws in respect of minimum wages act and labour laws under implementation by the Government of India from time to time and shall also be prepared to submit any documentary evidence / records as per the statutory laws in force.
- xxx. The contractor shall, at all times, observe provisions of Child Labour (P&A) Act 1986 with up-to-date amendments and Laws & Acts governing employment of Labour / contract labour etc. No child labour shall be allowed to be deployed in this work.
- xxxi. The staff or supervisors engaged by the contractor shall be in the age group of 18-65 years only. If necessary, documentary evidence in respect of age proof shall be produced. Bi-RIDE administration has the right to refuse to allow the personnel below / above the age group of 18-65 years, in case of any doubt.
- xxxii. It shall be the responsibility of the contractor to get the attendance of the staff verified daily, get work done details certified from the authorized official(s) of Bi-RIDE on a daily basis as per the instructions from time to time and submit the report along with the monthly bills in the specified format.
- xxxiii. The contractor / his representative shall report daily to the authorized official(s) of Bi-RIDE or any other nominated official and take day-to-day instructions and keep records of the same.
- xxxiv. The contractor shall ensure that his authorized representative / supervisor is available during office hours in person and on mobile phone thereafter for receiving instructions from the officer in-charge / supervisor / any Unit Head / any Officer of Bi-RIDE for advance planning and implementing the same or in case of any difficulties. Failure to be available during office hours or to respond over mobile phone (except from 22.00 hours to 06.00 hours), shall attract penalty

as detailed subsequently. The decision of the Unit Head / Officer concerned / Authorized officials of BI-RIDE is final for establishing the failure to respond and the same is binding on the contractor.

- xxxv. The contractor and his staff shall follow all safety and security regulations in force or as amended from time to time. Suitable action shall be taken, including termination and/or legal action for breach of safety and security regulations, by either the contractor or his staff. The decision of the authorized officials of Bi-RIDE is final for establishing the failure to observe safety and security regulations and the same is binding on the contractor.
- xxxvi. The weekly jobs shall be planned by supervisor in consultation with the official(s) of BI-RIDE in such a manner that these are spread over the entire week and done during office hours as far as possible so that department supervision can be arranged without inconvenience. However, certain jobs will necessarily have to be carried out during Sundays, for which instructions should be taken by the supervisors of the contractor from the officials of BI-RIDE.
- xxxvii. The contractor shall himself arrange weekly rest or any compensation etc., for work done during holidays, to the workmen/supervisor deployed by him. No additional allowance or payment will be made by Bi-RIDE administration on this account. Alternative personnel in lieu of personnel availing rest shall be arranged by the contractor without fail.
- xxxviii. The contractor shall arrange for periodical medical examination of the staff being engaged for the work so as to ensure that the workers are free from contagious diseases, COVID-19 etc. and shall produce medical fitness certificates in respect of the staff engaged by him, if so desired by the authorized official(s) of Bi-RIDE.
- xxxix. Any injury/ death of worker shall be at the entire risk of the contractor. It will be in the interest of the contractor to take a suitable risk policy to cover such risks.
  - xl. BI-RIDE administration will have the right to re-distribute the contract staff, if required, according to the work load on day-to-day basis. For example, if there is no work due to any reason in a particular area, the staff will be directed to perform any other such activity as deemed fit by the authorized official(s) of Bi-RIDE.
  - xli. The contractor shall not sub-let the contract. He should ensure that a responsible person is made available to oversee the satisfactory working of all employees and to co-ordinate with Bi-RIDE & carry out the instructions.
  - xlii. The contractor shall employ only people of good moral character.
  - xliii. The duty timings shall be followed strictly. However, a grace period of 30 minutes is allowed at the discretion of the officer concerned while reporting for duty, beyond which the attendance will be reckoned as absent and no payment will be allowed for that day.
  - xliv. Repeated late attendance (even below 30 minutes) beyond three days in a month will not be permitted and such persons will not be allowed to perform the work.
  - xlv. The contract staff shall be available during the entire period of duty. Bi-RIDE reserves the right to conduct surprise checks and non-availability of any person during duty hours will be treated as absent/absconding and payment for that day will be disallowed.
  - xlvi. The contractor shall obtain the permission of Officer concerned in case of any urgency necessitating any person to leave the work spot before the specified timings.

xlvi. Bi-RIDE stands indemnified from all the liabilities, whatsoever created under the Workmen Compensation Act/ESI Act in respect of any injury suffered by the workers employed.

3.14 **UNIFORM AND IDENTITY CARDS TO THE WORKERS AND SUPERVISORS:**

xlviii. All the contractor's professional/personnel/staff and supervisors should enter the work premises with Identify cards /Badges issued by the contractor. Identity cards shall be shown to the security staff / officers / supervisors / his representatives of Officer in-charge as and when asked. Failure to possess / produce the identity cards will be treated as trespassing and action will be taken accordingly as per the provisions of Railway rules.

**The contractor shall provide, at his own cost to all the contractor's professional/personnel/staff /supervisors, two sets of uniform as per Bi-RIDE requirements per year.**

3.15 **RESPONSIBILITY AND BEHAVIOUR OF THE CONTRACT PERSONNEL:**

xlix. The contract personnel of the Agency shall not claim any employment, engagement or absorption in Bi-RIDE in future.

- i. They should work according to the instructions of the representative of Officer/Authorized officials of Bi-RIDE from time to time.
- ii. They should complete the allotted work in stipulated time to the satisfaction of the concerned Officer / Authorized officials of Bi-RIDE.
- iii. They should understand the general working system of the office and take precautions for their safety according to the type of work allotted to them. It is the responsibility of the contractor or his supervisor to guide the personnel in this regard. The personnel may be required to work in the work sites and near Railway tracks. They shall follow all the safety instructions meticulously and any failure in this regard is the responsibility of the person themselves. Bi-RIDE Administration will not hold any responsibility in this regard.
- iiii. The contractor will be responsible for the loss/damages caused to the Railway property/ either intentionally/unintentionally by the contract personnel. Any such loss will be recovered from the contractor's bills as decided by the Authorized officials of Bi-RIDE.
- lv. The contractor's workers will not be provided with any sort of Bi-RIDE accommodation or medical/transport/canteen facilities. The responsibility of any statutory payments towards accidents/ injuries etc. to the contractor's staff lies solely with the contractor. If necessary, the contractor may arrange for insurance of workers employed by him.
- lvi. Cost of food, water & other incidental expenses have to be borne by the persons deputed to do the work (attendant, security guard, supervisors, pantry assistants etc.).
- lvii. The contractor's personnel shall adhere to office etiquette. Mobile phone shall be used sparingly during office working hours. Use of bizarre ringtones at a loud volume is strictly prohibited. The mobile phones shall be kept in silent mode / very low volume and attending / responding to urgent calls shall be in a very moderate voice. The personnel shall not quarrel / argue regarding work or any other issues with the Officers / supervisors / other staff of Bi-RIDE / co-workers in the work area. The work should be performed in a quiet manner without disturbing others.

**4. MODE OF PAYMENT:**

- i. **Work measurement:** The work done by these contract personnel will be assessed on a 10-point scale. Grading is given on the performance / quality of work on a 10 -point scale by the authorized official of Bi-RIDE. Payment is made as per the grading given to each individual as per the scale mentioned subsequently. It is responsibility of the personnel deputed to collect grading from the concerned Officer / Unit Head for the entire month and the monthly sheet submitted by the contractor / hisrepresentative to the authorized officials of Bi-RIDE every month. No payment will be made without submission of evaluation sheet given below (on which grading is to be obtained by the person deputed) every month by the contractor or his representative.
- ii. **Grading:** The payment will be made as per the grading arrived at as detailed below as per the rules of rounding off given in the note underneath:

S. N.	Grading/ points arrived	Amount of payment
1	8.5 (including) to 10.0	100% payment
2	8.0 (including) to 8.5 (excluding)	95% payment
3	7.5 (including) to 8.0 (excluding)	90% payment
4	7.0 (including) to 7.5 (excluding)	85% payment
5	6.5 (including) to 7.0 (excluding)	75% payment
6	6.0 (including) to 6.5 (excluding)	60% payment
7	Below 6.0	Nil Payment

Note: The grading will be rounded off up to one decimal point. For e.g. if the value is 7.98, it will be rounded off to 8.0; if the value is 7.92, it will be rounded off to 7.9.

- iii. **Sample Evaluation Sheet for Quality and Performance for items with unit as “man day”**  
**(One sheet for one person for each month where the unit is man day):**

(this sheet is to be maintained for each person deputed and date wise grading of the person is to be collected on a daily basis by the person deputed and to be submitted by the contractor / his representative once in a month to the authorized officials of Bi-RIDE):

<b>Contract Agreement No:</b>		<b>Office / Work area:</b>	
<b>Item of work:</b>			
<b>ID of the person(s):</b>			
Sl. No.	Date	Grading (0.0 to 10.0)	Signature of the nominated official (Officer / Unit Head)
1			
2			
3			
4			
5			

Signature of contractor's representative	Signature of representative of Authorised officials of Bi-RIDE
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- iv. Evaluation for other items not covered above shall be done by the nominated representative of Authorized officials of Bi-RIDE and paid.
- v. Contractor shall submit the bill for the work completed along with certified grading sheets as mentioned above. Payment will be calculated as per the percentage payment for the grading obtained after deducting penalties, income tax and surcharges etc. as per the terms and conditions of the contract. The contractor has to disburse the wages to the personnel, as per the latest provisions of payment of wages Act and various other laws as notified by the Government from time to time.

**5 PENALTY:**

Penalty for the non-availability or any shortfall of consumables, personnel, tools and implements, against the prescribed quantities mentioned above shall be imposed as given below.

All the penalties given below are subject to the minimum penalties given under the respective sections. If the penalty calculated as below is less than the minimum penalty specified above, the penalty will be fixed at the minimum penalty specified above.

For any shortfall of man power against that stipulated in the schedule, a penalty equal to 1.25 times the awarded rate of the item will be deducted from the payment.

**5.1 UNSATISFACTORY PERFORMANCE & CONSEQUENCES THEREOF:**

- 6. The contractor shall work in close consultation with and as per the guidance/ directions of Officer / Unit Head / authorised officials of Bi-RIDE.
- 7. In the event of any unsatisfactory service or failure at any time on the part of contractor to comply with the terms and provisions of this contract, the contractor shall be liable to be fined up to Rs. 2,000/- (Rupees Two Thousand only) on every single occasion at the sole discretion of the concerned Officer in whose office / unit the work is performed or the authorised officials of Bi-RIDE. This penalty is in addition to the inferior grading given in respect of the item / person.
- 8. The grading once given by the Unit Head / Officer concerned can be modified in deserving cases only by the Officer concerned where the work is performed. However, the General Manager is empowered to waive off the above penalties on any account either in part or in full at his sole discretion.

**8.1. COMPLIANCE OF ALL APPLICABLE LAWS AND THE STATUTORY PROVISIONS AND OTHER ISSUES:**

The contractor shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the contractor shall specifically ensure compliance of all such various Laws, Acts etc. including but not limited to the following:

- 8.2. Contract Labour (Regulation & Abolition) Act 1970 and Rules made there under.
- 8.3. The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.
- 8.4. The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)

- 8.5. The Minimum Wages Act 1948.
- 8.6. The Payment of Bonus Act 1965.
- 8.7. The Payment of Gratuity Act 1972.
- 8.8. The Payment of Wages Act 1936.
- 8.9. The Motor Vehicle Act.
- 8.10. Any other Act, which relates to the subject business.
9. The contractor shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law. The salary shall be credited to the employee's bank account within 5<sup>th</sup> of every month and no unlawful deductions shall be made.
10. Bi-RIDE is not at all liable for any unforeseen accident taking place including fatal ones during the currency of contract. The contractor should fully indemnify Bi-RIDE against all the payments, claims and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provision of any of the labour or other laws to the extent they are applicable to carry out the work.
11. The contractor shall maintain all the Registers and records, file the returns, display notices as required under the provisions of law and rules of various applicable labour laws and other laws.
12. Apart from the indemnity provided to the principal Employer/Client under the various labour laws, the contractor shall fully indemnify Bi-RIDE against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in BI-RIDE.
13. The contractor shall give his employees/workmen unique identification and ensure that all his employees/workmen hold a valid photo identity card in a conspicuous manner issued to her / him by the contractor. It shall be the responsibility of the contractor to get all employees/workmen deployed at BI-RIDE premises duly screened and verified, preferably through police verification. Bi-RIDE shall have the right to object and require the contractor to remove forthwith from the premises any personnel employed by him, if in the opinion of Bi-RIDE such person's conduct does not commensurate with the requirements, discipline, decorum and decency of office/work place and/or the person is not expected to deliver / has not delivered the work properly.
14. The contractor shall provide, at his own cost, all workers and other employees with necessary tools, shoes, jackets, uniform etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables should also be provided by him so that the work is not hampered at the premises.
15. In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, Bi-RIDE is obliged to pay any amount of wages to a workman employed by the contractor in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of Bi-RIDE due to the contractor's failure to fulfil his statutory obligations under the aforesaid Acts and Rules, Bi-RIDE shall be at liberty to withhold from the bills of the contractor the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of Bi-RIDE under relevant sections of the concerned Acts. Bi-RIDE shall be at liberty to recover such amount or part thereof by deducting it from the Security Deposit and / or by invocation of bank guarantee or from any sum due by

Bi-RIDE to the contractor whether under the particular contract or otherwise. The decision of Bi-RIDE regarding the amount actually recoverable from the contractor as stated above shall be final and binding on him.

- 16.** If Bi-RIDE, at any time, considers the mode, adopted by the contractor, of paying his workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the contractor may be withheld during such non-compliance.

**17. Employees Provident Fund & ESI:**

- 18.** The contractor shall comply with the provisions of EPF & MP Act, 1952 and obtain code number from the concerned authorities whenever workmen employed by him are 20 or more. It will be the responsibility of the contractor to obtain separate code (identification number) for deposit of PF and ESI dues, prior to commencement of work. He shall also indemnify BI-RIDE from and against any claim, penalties, recoveries under the above Act and Rules. Contractor has to get the code number under the EPF so as to enable the PF commissioners to extend the social security benefits to the workmen engaged by the contractor.

- 19.** The contractor is required to comply with all circulars issued from time to time related to Minimum Wages Act, PF/ESIC compliances. The onus of deposit of PF/ESI dues shall be on the contractor and the records shall be submitted to Bi-RIDE.

- 20.** It shall be mandatory for the contractor to obtain ESI and PF registration, and to obtain (or at least apply for) labour License before the commencement of the work. To enable the Contractor to apply for labour License, necessary certificate of award of work will be given by Bi-RIDE. If the personnel does not cover under ESI as per the ESI ACT then Health insurance not less than Rs.2,00,000/- per annum for employee the their family needs to be covered.

**21. License/Permission/Registration:**

Wherever any License/Permission from or Registration with Local or State or Central Authorities is required under the above Acts / Law or any other Laws Governing the work contracted for, the contractor shall at his own cost arrange for such License / Permission / Registration. Contractor shall also be liable for producing for inspection of such certificates and Licenses as may be required by the Local / State / Central Authorities as and when required. The contractor shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for vehicles / equipment, employees or workers engaged by him. These charges shall be borne by the contractor. No claim or compensation for reimbursements, made against Railways by Contractor shall be entertained by Bi-RIDE for any breach of the provisions / Acts or laws by the contractor.

**22. Insurance:**

It is advisable for contractor to take a suitable insurance policy for Housekeeping and Conversancy equipment and for allied activities / risks, if any. This is in the interest of the contractor to cover himself from risks involved in Housekeeping and Conversancy. Since this is a policy which protects the contractor, it is advisable that he takes such a policy for a value as he deems fit. It may be noted that this is not a mandatory requirement of Bi-RIDE for fulfilment of this contract.

**23. Safety:**

It shall be the duty of the contractor that he acquaints himself with all safety regulations regarding equipment and manpower deployed by him. The contractor shall follow the safety requirements and as applicable by laws, rules and regulations all the time during the period of contract. The contractor shall indemnify Railway against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract.

**24. Liability:**

The contractor shall be liable to compensate Bi-RIDE for all damages, losses and claims in respect of damages to property belonging to the Railways whether in his possession or not, through negligence, misconduct, default or any other act of commission or omission or that of his agents, representatives, personnel or employees. Such compensation shall be determined by BI-RIDE and shall be recovered from pending bills or Security Deposit or Bank Guarantee under this or any other contract of the contractor with Bi-RIDE. Bi-RIDE will not be liable to pay any compensation to the staff / labour of the contractor for the injuries / death while performing duty. In case Bi-RIDE is to incur any liability, the same will be recovered from the contractor.

**25. At least 50% of the difference between**

25.1.i.1. Rate quoted and

25.1.i.2. Sum of Minimum Base Rate, Employer/Client share of EPF (13%), ESI (3.25%) & GST will have to be paid to the concerned man power and the balance shall be retained by the agency.

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS  
ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK**

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(The laws as current on the date of bid opening will apply)

- a) **Employees Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- b) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 05 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- c) **Employees Provident Fund and Miscellaneous Provisions Act 1952 (since amended):** The Act Provides for monthly contributions by the Employer/Client plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - i. Pension or family pension on retirement or death, as the case may be.
  - ii. Deposit linked insurance on the death in harness of the worker.
  - iii. Payment of P.F. accumulation on retirement/death etc.
- d) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- e) **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer/Client by Law. The Principal Employer/Client is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer/Client if they employ 20 or more contract labour.
- f) **Minimum Wages Act 1948:** The Employer/Client is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- g) **Payment of Wages Act 1936:** It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- h) **Equal Remuneration Act 1979:** The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- i) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.7000/-per month or the minimum wage as fixed by the appropriate government whichever is higher. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in

certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- j) **Industrial Disputes Act 1947:** The Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- k) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer/Client on matters provided in the Act and get the same certified by the designated Authority.
- l) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Employer/Clients. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- m) **Child and Adolescent Labour (Prohibition & Regulation) Act 1986:** The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- n) **Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979:** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.
- o) **The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer/Client of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer/Client to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government. ,./'

As per Central Government's Notification No.S.O.2899 dated 26.09.1996 under this act, the cess shall be levied @1% of cost of construction works which shall be deducted from each bill of the payment due to the contractor.

- p) **Factories Act 1948:** The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

- q) **The Employees State Insurance Act, 1948 (Act No. 34 of 1948) (Provisions as extended from time to time):** An Act to provide for certain benefits to employees in case of sickness, maternity and 'employment injury' and to make provision for certain other matters in relation thereto.

**ANNEXURE - II**

**CHECK LIST OF DOCUMENTS (to be submitted along with monthly bill)**

S. No.	Name of the documents	No. of pages	Yes	No	Remarks
1	Attendance Sheet				
2	Wages Sheet				
3	Wages disbursed by ECS / bank statement to the deployed workers in the concerned places (Copy of bank statement)				
4	EPF challan of individual worker with ECR copy each				
5	ESI challan of individual worker with ECR copy each				
6	GST challan must tally with the service tax collected from the department for the workers deployed in this hospital				

I am submitting monthly claim/bill for the period w.e.f.....to..... for providing Man Power for Data Entry Operators, Paramedical & Other staff on outsource basis with the above mentioned documents as per terms & conditions of contract.

This is to certify that I have disbursed the wages through electronic transfer mode at prevailing minimum wages including EPF, ESI, etc. as per Employees Laws and comply with all relevant laws and statutory requirements covered under the Employees Laws, Minimum Wages and Contract Employees (Regulation & Abolition) Act, 1970, EPF, ESI, Employees Compensation Act, 1923, etc. in respect of the personnel engaged.

As per result of any instructions from the Employees authorities or claim or application made under any of the Employees laws, or Regulations, is directed to be paid by the Department, such money shall be payable by me to the Department within Four days.

Signature  
(Name of the Authorized person)

**NOTE:**

ALL DOCUMENTS SUBMITTED BY THE CONTRACTOR WITH THE BILL MUST BE VERIFIED / ATTESTED BY THE AUTHORISED SIGNATORY OF THE FIRM. THE CONTRACTOR WILL NOT MIX-UP DOCUMENTS RELATED TO SUBMISSION OF SERVICE TAX, EPF, ESI RELATED TO KIMS WITH THOSE OF ANY OTHER DEPARTMENTS WHERE THE CONTRACTOR MIGHT BE PROVIDING SERVICE.

--00—00—00—00-