

ಬೆಂಗಳೂರು ಸೆಂಯೋಜಿತ ರೈಲು ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಉದ್ಯಮ
ನಿಯಮಿತ (ಬಿ-ರೈಡ್)

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

Bi-RIDE

REQUEST FOR PROPOSAL

Tender No: BiRIDE/BSTP/DDC/C2/P1/2026

Date: 18/08/2026

Name of the Work

Detailed Design Consultancy (DDC) Services for Elevated Viaduct of length 7.795 Km (-0.675km to Ch - 0.050km & Ch 11.230km to Ch 16.755km & Ch: 16.755km to Ch 18.400km) and RoR {Ch: (-) 0+100, 12+400, 16+612 to 16+709} including Double Decker Viaduct (Rail cum Road Flyover) from Ch. 14+562.903 to Ch. 15+680.447, Double Decker Station at Mathikere, Entry /Exit structure, Ramp for Road Flyover, Y-loop ramp, BSTP Viaduct ramp at Benniganahalli, Hebbal, YPR Cabin FOB's , Multi Model Integration works, and other related infrastructural works of Elevated section in between Bennigenahalli to YPR Cabin of Corridor -2 and Part work up to substructure from Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1, 4nos of Road over Bridge (RoB) and 1nos Road under Bridge (RuB) of Corridor -4, for Bengaluru Suburban Transport Project (BSTP).

**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: gmpurchasement@kride.in

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REQUEST FOR PROPOSAL (RFP)

Detailed Design Consultancy (DDC) Services for Elevated Viaduct of length 7.795 Km (-0.675km to Ch - 0.050km & Ch 11.230km to Ch 16.755km & Ch: 16.755km to Ch 18.400km) and RoR {Ch: (-) 0+100, 12+400, 16+612 to 16+709} including Double Decker Viaduct (Rail cum Road Flyover) from Ch. 14+562.903 to Ch. 15+680.447, Double Decker Station at Mathikere, Entry /Exit structure, Ramp for Road Flyover, Y-loop ramp, BSTP Viaduct ramp at Benniganahalli, Hebbal, YPR Cabin FOB's , Multi Model Integration works, and other related infrastructural works of Elevated section in between Bennigenahalli to YPR Cabin of Corridor -2 and Part work up to substructure from Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1, 4nos of Road over Bridge (RoB) and 1nos Road under Bridge (RuB) of Corridor -4, for Bengaluru Suburban Transport Project (BSTP).

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BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED

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

No. BiRIDE/BSTP/DDC/C2/P1/2026

Date:18.08.2026

TENDER NOTIFICATION
(e-procurement)

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

Name of work	EMD/Tender Security	Approx. Value of Work (excluding GST)	Period of Completion
Detailed Design Consultancy (DDC) Services for Elevated Viaduct of length 7.795 Km (-0.675km to Ch -0.050km & Ch 11.230km to Ch 16.755km & Ch: 16.755km to Ch 18.400km) and RoR {Ch: (-) 0+100, 12+400, 16+612 to 16+709} including Double Decker Viaduct (Rail cum Road Flyover) from Ch. 14+562.903 to Ch. 15+680.447, Double Decker Station at Mathikere, Entry /Exit structure, Ramp for Road Flyover, Y-loop ramp, BSTP Viaduct ramp at Bennigenahalli, Hebbal, YPR Cabin FOB's , Multi Model Integration works, and other related infrastructural works of Elevated section in between Bennigenahalli to YPR Cabin of Corridor -2 and Part work up to substructure from Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1, 4nos of Road over Bridge (RoB) and 1nos Road under Bridge (RuB) of Corridor -4, for Bengaluru Suburban Transport Project (BSTP).	₹6.5 Lakhs	₹ 6.33 Cr	36 months

2. Selection will be based on Quality & Cost Based Selection Procedure (QCBS).
3. Interested applicants may access bidding documents (RFP) from the Central Public Procurement Portal <https://etenders.gov.in>.
4. Applicants meeting the minimum qualification criteria specified in the Letter of Invitation of RFP shall participate.
5. Pre-Bid meeting will be held on 27/08/2026 at **11.30 A.M.** Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before **2 days from the date of prebid meeting**. The postal address and email ID shall be as follows:

BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED

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

E-mail: gmprocurement@kride.in

6. Last date for submission of bid is 18/09/2026 at **15.00 Hours**.
7. Opening of Technical Bid is on **19/09/2026 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)/K-RIDE

E-mail: gmprocurement@kride.in

Instructions for Online Bid Submission

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://etenders.gov.in/eprocure/app>.

REGISTRATION

- 1) Tenderers are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online tenderer Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the Tenderers will be required to choose a unique username and assign a password for their accounts.
- 3) Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage with their profile. Digital Signature Certificate (DSC) must be obtained from any Certifying Authority empaneled with the Controller of Certifying Authority of India (e.g. Sify / nCode / eMudhra etc.), details of which are available on e-procurement portal under the link “Information about DSC”. Issuance of Digital Signature Certificate may take at least seven to ten business days, which may extend up to twenty-one business days in case of foreign applicants. Procedure for obtaining Digital Signature Certificate (DSC) by foreign applicants is available on e-procurement portal under the link “Downloads”. Tenderers are advised to plan their time accordingly and the Employer shall bear no responsibility for accepting tenders which are delayed due to non-issuance or delay in issuance of such Digital Signature Certificates.
- 5) Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Tenderer then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
- 7) The Tenderers may report to the Employer by emailing to gmprocurement@kride.in, if they have problem with in obtaining Digital Signature Certificate or in case of any restrictions related to debarment on the portal
- 8) Instructions for entering complaint/suggestion: The grievances or suggestions can be entered from the Home Page of the Central Public Procurement Portal (<https://eprocure.gov.in/cppp>).
- 9) For further information and any assistance in this regard Tenderers are advised to contact e- procurement helpdesk by either:
 - a. emailing to support-eproc@nic.in
 - b. phoning **0120-4001 002, 0120-4001 005, 0120- 4493395**

International Tenderers are requested to prefix +91 as country code

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

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

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

ASSISTANCE TO TENDERERS

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

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

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

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

E-Mail: support-eproc@nic.in

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

SECTION 1

LETTER OF INVITATION (LOI)

SECTION 1. LETTER OF INVITATION

To,
All Interested Consulting firms

Dear Sir,

Bi-RIDE invites proposals to provide the following services: *“Detailed Design Consultancy (DDC) Services for Elevated Viaduct of length 7.795 Km (-0.675km to Ch -0.050km & Ch 11.230km to Ch 16.755km & Ch: 16.755km to Ch 18.400km) and RoR {Ch: (-) 0+100, 12+400, 16+612 to 16+709} including Double Decker Viaduct (Rail cum Road Flyover) from Ch. 14+562.903 to Ch. 15+680.447, Double Decker Station at Mathikere, Entry /Exit structure, Ramp for Road Flyover, Y-loop ramp, BSTP Viaduct ramp at Benniganahalli, Hebbal, YPR Cabin FOB’s , Multi Model Integration works, and other related infrastructural works of Elevated section in between Benniganahalli to YPR Cabin of Corridor -2 and Part work up to substructure from Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1, 4nos of Road over Bridge (RoB) and 1nos Road under Bridge (RuB) of Corridor -4, for Bengaluru Suburban Transport Project (BSTP)”*

More details on the Services are provided in the attached Terms of Reference.

- 1) The Consultant shall assist the Client to effectively execute (name of work) as set out in Section 5 - Terms of Reference (TOR).
- 2) A firm will be selected under the Quality and Cost Based Selection (QCBS) procedures and in a Full Technical Proposal (FTP), format as described in this RFP.
- 3) More details on the Services are provided in the Section 5- Terms of Reference (TOR).
- 4) The consulting firms meeting the minimum eligibility criteria shall only apply. (For minimum eligibility criteria please refer Section-2, Data sheet.)
- 5) The issue of this RFP does not imply that the Client is bound to accept any Bid that they receive, and the Client reserves the right to reject all or any of the Bids without assigning any reason whatsoever.
- 6) The Client reserves the right to cancel the procurement process at any time without assigning any reasons.
- 7) The RFP includes the following documents:

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

**On and /or behalf of Bi-RIDE
GM (Procurement)**

SECTION – 2

INFORMATION TO CONSULTANTS (ITC)

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

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

- 1.8 It is Bi-RIDE's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Bi-RIDE:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the Procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Bi-RIDE and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and deprive Bi-RIDE of the benefits of free and open competition.
 - (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GoK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GoK-financed contract; and
 - (d) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GoK.
- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (c).
- 1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the **Data Sheet**.
- 1.11 **EARNEST MONEY DEPOSIT: Refer Data Sheet**
- 1.12 Non-filling of all the entries in requisite Bid forms / incomplete Bid submission will be considered non-responsive and such bids shall not be considered for further evaluation.
- 1.13 It will be the responsibility of the Bidder who is submitting the bid on downloaded bidding documents to check and see any Addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all Addendum/Corrigendum.
- 1.14 Cost of the Bid Document: Refer Data Sheet
- 1.15 Registration in e-Tendering Portal: Refer Annexure-A above.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

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

Procurement Portal and will be binding on all invited consultants. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

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

Technical Proposal

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

- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
 - (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3G and 3H).
 - (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the **Data Sheet** specifies training as a major component of the assignment.
 - (viii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared **non-responsive and summarily be rejected**.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the assignment.
- 3.7 Consultants shall express the price of their services in Indian Rupees.
- 3.8 The **Data Sheet** indicates how long the proposals must remain valid after the submission date. During this period, the consultant/Contractor's shall maintain its original proposal without any change including the availability of the Key experts, the proposed rates and the total price. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultant/Contractor's who does not agree has the right not to extend the validity of their proposals.

4. SUBMISSION AND OPENING OF PROPOSALS

- 4.1 The Completed technical and financial proposals must be submitted electronically on Central Public Procurement portal (CPP portal) on or before the date and time and in the manner stated in the **Data Sheet**.
- 4.2 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non- responsive.
- 4.3 The Document to be submitted in hard copy form and the time period for such submission are specified in the **Data Sheet**.
- 4.4 **Proposal Opening**
- (i) The technical proposal will be opened in the e-procurement portal, on the date and time and address as indicated in the Data Sheet, in the presence of the consultants who wish to attend. The consultants shall submit the copy of relevant original documents at the time of opening of technical proposal.
 - (ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the Technical Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

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

Opening and Evaluation of Financial Proposals;

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

6. NEGOTIATIONS

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

7. AWARD OF CONTRACT

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

8. CONFIDENTIALITY

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

DATA SHEET
Information to Consultants

ITC Reference.	General
1.1	The name of the Client is: General Manager (Procurement), On and /or behalf of Bi-RIDE Address: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru - 560010 E-mail: gmprocurement@kride.in
1.1.1	The method of selection is: Quality Cost Based selection (QCBS) 80:20
1.2	The Consultants are required to submit Technical and Financial proposal separately through CPP-portal. Name of the assignment is: Detailed Design Consultancy (DDC) Services for Elevated Viaduct of length 7.795 Km (-0.675km to Ch -0.050km & Ch 11.230km to Ch 16.755km & Ch: 16.755km to Ch 18.400km) and RoR (Ch: (-) 0+100, 12+400, 16+612 to 16+709} including Double Decker Viaduct (Rail cum Road Flyover) from Ch. 14+562.903 to Ch. 15+680.447, Double Decker Station at Mathikere, Entry /Exit structure, Ramp for Road Flyover, Y-loop ramp, BSTP Viaduct ramp at Bennigenahalli, Hebbal, YPR Cabin FOB's , Multi Model Integration works, and other related infrastructural works of Elevated section in between Bennigenahalli to YPR Cabin of Corridor -2 and Part work up to substructure from Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1, 4nos of Road over Bridge (RoB) and 1nos Road under Bridge (RuB) of Corridor -4, for Bengaluru Suburban Transport Project (BSTP).
1.4	A pre-bid meeting will be held: The Date, Time and venue are as notified in CPP procurement portal.
1.5	The client will provide the inputs as specified in Terms of Reference (ToR) under Section 5.
Additional Para 1.7.1 (c)	The Consultant shall be disqualified if: (a) The Consultant or any of its constituents included in the bid have been blacklisted/ banned business dealings for all Government Departments or by Ministry of Railways or by Bi-RIDE at any time till finalization of bids, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the bids, for which satisfactory evidence. (b) Any previous contract of the Consultant or any of its constituents had been terminated for Consultant's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs at any time starting from 3 years before the deadline for submission of bids and up to one day before the date of opening of price bids; Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs. or such termination of the Contract has not been revoked by Bi-RIDE / Government of India and its PSUs/ Government of Karnataka and its PSUs or competent authority of Bi- RIDE)/ Government of India and its PSUs/ Government of

	Karnataka and its PSUs has not passed an order of non-applicability of disqualification of the Consultant or any of its constituents despite such termination. (c) The Consultant or any of its constituents has been imposed delay damages of 5% or more of contract value by Bi-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned from the date on which the total accrued amount of Delay Damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of bids on account of Consultant's/contractors request for deferring recovery to maintain cash flow and Bi RIDE has acceded to the same in the interest of the project or the work under the previous contract in question has not been completed before the deadline for submission of bids, unless imposition of such delay damages has been set aside by the Competent Authority. (d) The Consultant/Contractor or any of its constituents: i. has suffered bankruptcy/insolvency or ii. is in the process of winding-up or iii. has any ongoing case of insolvency before the NCLT/any Court where Interim Resolution Professional (IRP) has been appointed or is at any later stage of the insolvency process on the deadline of submission of bids or thereafter till finalization of bids. (e) The Consultant is found ineligible by the Employer, in accordance with Data sheet. (f) The Consultant its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids. OR The Consultant its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs to be a poor performer at any time after the deadline for submission of bids and upto one day before the date of opening of price bids. (g) The Consultant any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned business dealings or suspended business dealings or having been declared poor performer. (h) Consultant shall immediately inform the Employer in case they cease to fulfil eligibility. In case the Consultant/Contractor fails to inform the Employer or submits a false affidavit his proposal shall be summarily rejected and proposal security shall be forfeited. The Consultant/Contractor shall also be liable for Banning of Business dealings for a period up to five years. The Consultant shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the appropriate Performa given in Section 3. Non-submission of an affidavit by the Consultant shall result in summary rejection of his proposal
1.7.2	The client envisages the need for continuity for downstream work: Yes

Additional Para 1.8	GOK's/Bi-RIDE Policy 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: (aa) "Corrupt Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution (bb) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity and includes collusive practice among the 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". (cc) "collusive practice" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to influence the action of any party in a procurement process or the execution of a contract (dd) "coercive practice" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract
1.10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C and para 1.8 above.
1.11	In this tender, a tender security/ EMD/ Bid Security of INR ₹ 6.5 lakhs./ (Rupees Six lakhs fifty thousand only) shall have to be paid. The instrument type for payment of tender security/ EMD shall be Demand Draft, Bank Guarantee, e-Bank Guarantee, RTGS & NEFT. No other mode of payment will be accepted (i) The details of bank account of Bi-RIDE are mentioned in succeeding para. The bidders are required to upload scanned copies of transaction of payment of tender security including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) in online bid submission, failing which payment may not be considered. (Copy of GST registration no. to be provided along with Tender security/EMD). (ii) BG/Demand Draft shall be submitted in original in a sealed envelope in the office of GM/Procurement & Contracts within due date and time of submission end date of tender. (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. (b) Bid security shall be in form of unconditional guarantee issued by any Nationalized or Scheduled Commercial Bank (Except Co-Operative Bank) of Indian origin or scheduled commercial foreign bank having business office in India. The Bid Security Bank Guarantee shall be as per Form in Section- 4: Bidding Forms. (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 of the opening of technical bid.

	(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 before of opening of technical Bid, his bid shall not be considered for opening/evaluation & shall be rejected outright (e) Bankers Detail of Employer (Bi-RIDE) for issuance of Bank Guarantee as Bid Security as per Structured Finance Messaging System (SFMS). Beneficiary: Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE) Account Number: 9921201002074 Bank: Canara Bank Branch: Prime Corporate (Bengaluru) IFSC Code: CNRB0002636 Note: - (a) The EMD / Bid Security received in the form of Bank Guarantee shall be scrutinized in accordance with the Format provided in Section-4 of Bid Document and its authenticity shall also be verified from the issuing bank. (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. (c) Any material or cognizable changes in format of Bid Security Bank Guarantee (Provided in Section-4), which leads to affect the interest of Bi-RIDE adversely, shall not be accepted. In such case Bi-RIDE reserves the right to reject the EMD/Bid Security & disqualify the bid.
1.14	Tender can be downloaded from https://etenders.gov.in/eprocure/app. After paying ₹ 25,000/- (inclusive of 18% GST) Non-Refundable (Payment of tender document cost/ tender fee is to be made only by RTGS, NEFT & IMPS on the bank details as provided below. No other mode of payment will be accepted. The details of bank account of Employer as mentioned below: Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE) Account Number: 9921201002074 Bank: Canara Bank Branch: Prime Corporate (Bengaluru) IFSC Code: CNRB0002636 The Tenderers are required to upload scanned copies of transaction of payment of tender document cost/tender fee including e-receipt (clearly indicating UTR No. & tender reference must be entered in the remarks at the time of online transaction of payment) failing which payment may not be considered at the time of online bid submission. (Copy of GST registration no. to be provided along with Tender document cost, if applicable)
1.15	REGISTRATION IN CPP Portal: Refer Annexure-A

2.1	Clarifications may be requested 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
3.1	Proposals should be submitted in the following language(s): <u>English</u> All correspondences shall be in English language.
3.3 (ii)	Please refer Form 4B of Section -04
3.3 (iv)	Please refer Appendix C. Key Personnel.
3.3 (v)	Please refer Appendix C. Key Personnel.
3.3 (vi)	Reports to be issued by the consultants as part of this assignment must be in English
3.3 (vii)	(a) Eligible Bidders: A Bidder means any person or firm or company, including any member of a joint venture (that is an association of several person, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process. The bidder must ensure the following (a) In case of Single Entity: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder. (b) In case of Joint Venture - No. of partners: Not more than 3. (c) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. (d) "Bidder from a country which share a land border with India" for the purpose of this Order means: - 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A joint venture where any member of the joint venture falls under any of the above. ** The beneficial owner for the purpose of above clause will be as under: In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or in concert, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company;

	b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals; e. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. (b) Joint Ventures: Tendering by a joint venture of Contractors is permissible subject to following conditions: a. If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered after award of work and shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GoK. b. The joint venture must satisfy collectively the Qualification criteria. For this purpose, the following data of each member of the joint venture may be added together to meet the collective qualifying criteria: - Average annual turnover (sub clause 5.3B of Data sheet). - Particular experience including key production rates. (Sub clause 5.3 B of Data sheet) - Financial means liquid assets, assessed available Tender capacity & the audited balance sheets or other financial statements acceptable to the Employer, for the last five years shall be submitted and must demonstrate current soundness of the applicant's financial position and indicates its prospective long-term profitability. - Personnel capabilities (Annexure-2 of TOR): List of minimum key staff/position required during the Consultancy implementation). - Equipment capabilities: Not applicable. Lead partner must have a minimum of 50% participation in the JV. If a bidder is a JV, it shall be registered subsequent to award of the Contract. c. Each partner must satisfy the following criteria individually: - Adequate Sources to meet financial commitments on the other contracts.
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	ii. Financial Soundness (Instructions to Tenderers: The intending Tenderer/firm/company shall provide the audited balance sheets or other financial statements acceptable to the Employer for the last five years and must demonstrate the current soundness of the applicant's financial position and indicate its prospective long-term profitability. If deemed necessary, the Employer shall have the authority to make enquiries with the applicants' bankers). iii. Litigation History (Instructions to Tenderers: The intending Tenderer/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the last five years. The consisting history of awards against the tenderer or any partner of a joint venture may result in failure of the application). iv. In accordance with the above, the Application shall include all related information required for individual partners in the joint venture. v. All members of the joint venture must have experience of execution of similar work as indicated below in Para 5.3 A and Annex.1. d. Joint venture is restricted to 3 (Three) number of partners. One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the tendering periods and, in the event of a successful tender, during contract execution. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners. e. All partners of the joint venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 3.3 vii(b) (d) above. To enable the above, each of the partners of the joint venture shall meet not less than 25% of the qualifying criteria specified for Similar work, Average annual turnover, Bid Capacity and Line of credit / liquid assets. All members of the joint venture must fulfil the requirement as per Annexure1 Eligibility Matrix. f. A copy of the Joint Venture Agreement (JVA) or MoU entered into by the partners shall be submitted with the Application. Pursuant to Sub-3.3 vii(b) (c) to 3.3 vii(b) (f) above, the JVA shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities. The lead partner shall enter into a Joint Venture agreement of Rs. 200.00 stamp paper in the prescribed format which shall be concluded prior to Tender and enclosed to the Tender document. JV Partner shall not enter in to multiple JVs with different Tenderers of the same work. The qualification of a joint venture does not necessarily qualify any of its partners to tender individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may
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	qualify if they meet all of the qualification requirements, subject to the return approval of the Employer. A Subsidiary Company, registered/incorporated in India, for the purpose of meeting the eligibility criteria, may utilize the financial and technical credentials of their parent/holding company having not less than 90% share in the subsidiary company. This will be subject to submission of an undertaking by the parent company that they will be providing the financial and technical back-up for the completion of the works in the subject bid by the bidder and also will be wholly responsible for the services required to be rendered as per the scope of work in the subject bid. In such case the bidder shall submit necessary documents to substantiate the shareholding of parent /holding company in the subsidiary Company.
Additional Para 3.3 (viii)	Deleted
3.4 (viii)	a) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. b) The proposed work plan and methodology in the Technical Proposal as per para 3.4 (iii) of ITC shall not exceed 20 pages. Submission of Standard Forms: (i) 3I. BID Security Declaration Form (ii) 3J. Format for Power of Attorney for authorised signatory of single entity/Joint venture members (iii) 3K. Format for Power of Attorney to Lead Member and Authorised Representative of Joint Venture (iv) 3L. Memorandum of Understanding (Mou¹) For Joint Venture Participation (v) 3M. Consultant's Organization and Experience (vi) 3N. Financial Data (Works Done During the Latest Five Financial Years) (vii) 3O. Financial Data for Latest 5 Years (viii) 3P. Code of Conduct Environmental, Social, Health and Safety (ESHS) (ix) 3Q. Format for Affidavit to be Submitted by Bidder Along with the Bid (x) 3R. Format for Certificate to be Submitted by Bidder long with The Bid (xi) 3S. Format for Certificate to be Submitted by Bidder along with the Bid for Sub Contracting (xii) 3T. Form of Parent Company Guarantee
3.6	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).
3.6 (a)	The price shall include cost of key personnel, remuneration, support staff, office expenses (including rent), printing and stationery, over heads and any other costs incidental towards the Contract. All duties, taxes, royalties, cess and other levies payable by the Consultant under the Contract, or other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder excluding Goods and Services Tax (GST) .
3.8	Proposals must remain valid a period of 180 days after the deadline date for submission of proposals as notified in Central Public Procurement Portal.

4.1	The para 4.1 to be read as: Deadline date and time for submission of completed proposals is as notified in CPP Portal. The Proposal must be sent electronically through CPP portal https://etenders.gov.in. The CPP Portal will not allow proposals to be uploaded after the Due date and Time for submission of proposal. For details on e-Payment services and more details on the process refer to CPP Portal.
4.2	The para 4.2 to be read as: The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive/will lead to rejection of bids.
4.3	The para 4.3 to be read as: The Consultant must submit the following documents to the client at the address mentioned in 1.1 above on or before the due date & time of opening of Technical Proposals: a. Tender Security/Earnest money deposit (EMD) (Only applicable upon submission of BG/Demand draft).
4.4	The para 4.4 to be read as: Proposal Opening: i) The technical Proposals will be opened in the CPP Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the consultants who wish to attend. The Consultants shall submit the copy of the necessary relevant original documents at the time of opening of technical proposal. ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.
Additional Para 4.4 (a)	Time and Date of opening of Technical Proposal is as notified in CPP Portal. The Technical Proposals will be opened in the CPP Portal, in the presence of the bidder who wish to attend.
5.3	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: Stage 1: 5.3 A Technical Eligibility Criteria: Minimum Eligibility Criteria: <u>i) Work Experience:</u> Bidder must have Successfully completed/Substantially completed the following during last five years ending last day of the month previous to the month of tender submission as given below: i. At least One “Similar Work” of value of INR 5 Crore or more. OR ii. At least two “Similar Works” of value of INR 3.2 Crore each. OR

5.3A	iii. At least three “Similar Works” of value of INR 2.5 Crore each. In case of joint venture, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV having different constituents, then the value of work as per their percentage participation in such JV shall be considered. “Similar Works” for this Contract shall be defined as below: “Detailed Design Consultancy Services for elevated viaducts / elevated viaduct including elevated stations having sub-structure with pile/well/ open foundations and RCC piers and superstructure with prestressed concrete/Steel Composite and station for Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway”. Notes: - Work completed to the tune of 80% or more, of single contract, as certified by the Client, will be considered as substantially completed work and will be considered as a Similar Work. This provision is only applicable for clause 5.3A. - The bidder shall submit details of works executed by them for the works to be considered for qualification of work experience criteria in a format prescribed in “3B. “CONSULTANT’S REFERENCES” of section 3 Bidding forms. Documentary proof such as completion certificates from client clearly indicating the name of participating firm, nature/scope of work actual completion cost and actual date of completion for such work should be submitted. All such documents of proof certificates should be apostilled from the country in which it was certified, or work done. The offers submitted without this documentary proof shall not be evaluated. In case the work is executed for private client, copy of work order, bill of quantities, bill wise details of payment received certified by C.A., T.D.S certificates for all payments received and copy of final/last bill paid by client shall be submitted. - For completed works, value of work done shall be updated to price level till last day of the month previous to the month of tender submission assuming 5% inflation for Indian Rupees every year. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited (www.fbil.org.in) 28 days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees. - In case of joint venture, full value of the work, if done by the same joint venture shall be considered. However, if the qualifying work(s) were done by them in JV having different constituents, then the value of work as per their percentage participation in such JV shall be considered. - Deleted. - Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange in India or Abroad or subsidiaries of such companies,
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	incorporated/registered at least 5 years prior to the date of opening of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates. h. In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order and bill wise details of payment received duly certified by Chartered Accountant, in support of above work experience certificate.
5.3B	Financial Eligibility Criteria: Financial Standing: The bidders will be qualified only if they have minimum financial capabilities as below:
	(i) Liquidity: <i>It is necessary that the firm can withstand cash flow that the contract will require until payments are received from the Client. Liquidity therefore becomes an important consideration.</i> <i>This shall be seen from the balance sheets and/or from the banking reference. Net current assets and/or documents including banking reference, should show that the applicant has access to or has available liquid assets, lines of credit and other financial means to meet cash flow of ₹ 1.0 Cr for this contract, net of applicant's commitments for other Contracts. Banking reference should contain in clear terms the amount that bank will be in a position to lend for this work to the applicant/member of the Joint Venture. In case the Net Current Assets (as seen from the Balance Sheets) are negative, only the Banking references will be considered. Otherwise, the aggregate of the Net Current Assets and submitted Banking references will be considered for working out the Liquidity.</i> <i>The banking reference should be from a Scheduled Bank in India or in case of foreign parties from an international bank having operations in India as acceptable to Bi-RIDE and it should not be more than 3 months old as on date of submission of bids.</i> In case of JV/Consortium this Criteria must be as per Annexure-1 (Pg no 42)
	(ii) Average Annual Turnover from Consultancy Services: Minimum annual turnover from Consultancy Service Contracts of INR 3.5 Cr from consultancy services in Railway/Metro/RRTS/Suburban Railway projects only calculated as total certified payments received for contracts in progress or completed, achieved in any 02 (Two) financial years within the last 05 (Five) financial years ending 2024-25. <i>The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance Sheet duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.</i>
	ii) Net worth and Profit After Tax: All partners of JV or a Sole bidder should have positive net worth in the last financial year and Profit After tax should be positive in at least two years, out of last five audited financial years. Certificates to this effect which may be an attested Certificate from the concerned department/client or Audited Balance Sheet duly certified by the Statutory Auditor/Chartered Accountant duly supported by Audited Balance Sheet.

	Notes: i) Financial data for latest last five audited financial years has to be submitted by the bidder in Form 3N (Financial data) & Form 3O (Financial data for last 5 years) of Section 3 bidding forms along with audited balance sheets. The financial data in the prescribed format shall be certified by Statutory Auditor with his stamp and signature in original with membership number. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an affidavit certifying that 'the balance sheet has actually not been audited so far'. In such a case the financial data of previous 5 audited financial years will be taken into consideration for evaluation. ii) 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. iii) Client certificate from other than Govt. Organisation should be duly supported by Form 16 A/26 AS generated through TRACES of Income Tax Department of India. (iv) Bid Capacity: Bidders will be qualified, if their available Bid capacity is more than the tendered value. The available Bid capacity will be calculated as under Assessed available tender capacity = (A*N*1.5 - B) Where A = Maximum value of works executed in any one year during the last five financial years updated to the current price level @ 5 % per year. N = Number of years prescribed for completion of the works for which tenders are invited. B = Value of existing commitments and on-going works to be completed during the period of completion of the work for which tenders are invited The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.
	V. Explanation for Eligibility Criteria: 1. In case a work is started prior to 05 (Five) years, ending on the last day of month previous to the one in which tender is invited, but completed within Five years, ending on the last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials. 2. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials for item 5.3 A. 3. If a part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials for Item 5.3A

	4. <i>Deleted.</i> 5. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work including Price Variation Clause (PVC) amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility. 6. The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work. 7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant Documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc. 8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed (s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc. 9. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 7 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc. 10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners. 11. In case a partner in a partnership firm is replaced due to succession as per the applicable succession law, the proportion of credentials of the previous partner will be passed on to the successor. 12. In case percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the
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	same as it is without any changes in their value. 13. In a partnership firm “AB” of A&B partners, in case A also works as propriety firm “P” or partner in some other partnership firm “AX”, credentials of A in propriety firm “P” or in other partnership firm “AX” earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB. 14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm. 15. In case company A is merged with company B, then company B would get the credentials of company A also.
	VI. Other Requirements: The bidder must ensure the following i) In case of Single Entity: Submit Power of Attorney authorizing the signatory of the bid to commit the bidder. ii) In case of Joint Venture – Max No. of partners: 3 iii) Only firms that are registered or incorporated in India are eligible to compete. Any bidder from a country which shares a land border with India will be eligible to bid in this Bid only if the bidder is registered with the Competent Authority. iv) Litigation History (The intending Bidder/firm/company/ joint venture shall provide accurate information on the related application form about any litigation or Arbitration resulting from contracts completed or on going under its execution over the last five years. The consisting history of awards against the Bidder or any partner of a joint venture may result in failure of the application). v) “Bidder from a country which share a land border with India” for the purpose of this Order means: - 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or 7. A joint venture where any member of the joint venture falls under any of the above. The beneficial owner for the purpose of above clause will be as under In case of a Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or in concert, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation: a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company; b. “Control” shall include the right to appoint majority of the directors or to control

	the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals; e. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.															
5.3 C	Stage 2: Technical Evaluation A) Technical Evaluation: Bids that qualify the criteria set for Technical and Financial Capacity (5.3A and 5.3B) shall be evaluated for technical marks (Minimum Technical Score “St” to qualify in technical bid is 70 of 100) as per the following criteria: <table><tr><th>Sl. No</th><th>Criteria</th><th>Maximum Marks Assigned</th></tr><tr><td>1</td><td>Number of Years after Establishment of the Firm</td><td>25</td></tr><tr><td>2</td><td>Detailed Design Consultancy Experience</td><td rowspan="4">250</td></tr><tr><td>i</td><td>Detailed Design Consultancy Services of Elevated Viaduct from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway. (Max Marks – 100)</td></tr><tr><td>ii</td><td>Detailed Design Consultancy Services of Double-Decker (One Level Elevated Road with Other Level Metro Viaduct) from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max Marks – 100)</td></tr><tr><td>iii</td><td>Detailed Design Consultancy Services of station(s) from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max Marks – 50)</td></tr></table>	Sl. No	Criteria	Maximum Marks Assigned	1	Number of Years after Establishment of the Firm	25	2	Detailed Design Consultancy Experience	250	i	Detailed Design Consultancy Services of Elevated Viaduct from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway. (Max Marks – 100)	ii	Detailed Design Consultancy Services of Double-Decker (One Level Elevated Road with Other Level Metro Viaduct) from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max Marks – 100)	iii	Detailed Design Consultancy Services of station(s) from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max Marks – 50)
Sl. No	Criteria	Maximum Marks Assigned														
1	Number of Years after Establishment of the Firm	25														
2	Detailed Design Consultancy Experience	250														
i	Detailed Design Consultancy Services of Elevated Viaduct from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway. (Max Marks – 100)															
ii	Detailed Design Consultancy Services of Double-Decker (One Level Elevated Road with Other Level Metro Viaduct) from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max Marks – 100)															
iii	Detailed Design Consultancy Services of station(s) from a Single Contract during the last 5 (Five) years ending as on the date of tender submission in in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max Marks – 50)															

	3	Academic Qualification of Key Personnel Proposed	100
	4	Key Personnel’s Professional Experience after Minimum Educational Qualification.	100
	5	Relevant experience of Key personnel in the Detailed Design of Elevated Viaducts/Double-Decker Viaducts and Elevated Stations i n Metro Railway/Railway/ High Speed Railway /RRTS/ Light Railway.	100
	6	Employment of Key Personnel with the Firm.	75
	7	Presentation to Bi-RIDE and Submission of Document: The Document shall include Bidder’s understanding of the Scope of the Assignment, the Methodology Proposed to be adopted for carrying out the Assignment including Quality-Related Aspects, the Work Plan, and a tentative Deployment Schedule of Key Experts.	300
	8	The bidder in the last five financial years ending with 2024-25 should have achieved at least a specified Annual Turnover from Consultancy Services in any two financial years.	50
	Total		1000
	Matrix for Breakup of scores are given in the Table 1 to 8 at Page 35 to 41		
Minimum Technical score “St” to qualify in technical bid is 70 of 100 (i.e. 700 out of 1000)			
5.3 D	Price / Financial Bid Evaluation:		
	i. Price Bids of only the Bidder who score a minimum TS of 70 (the “Qualified Bidder”) shall be opened.		
	ii. For financial evaluation, total cost of bid price quoted shall be considered.		
	iii. The Tender Evaluation Committee will determine whether the financial proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then their cost will be considered as NIL but the Bidder shall however be required to carry out such obligations without any compensation.		
	iv.In case, if Authority feels that the work cannot be carried out within overall cost of financial proposal, the proposal can be rejected.		
	v. The Employer will notify all those Bidders whose technical proposals did not meet the minimum qualifying score or were considered non-responsive indicating that their Price Bidswill remain unopened.		
	vi.The Employer shall simultaneously notify the Bidders that have scored a ‘St’ equal to or more than the minimum stipulated score indicating the date and time set for opening the Price Bids through the CPP portal. Price Bid shall be opened in the presence of the Bidders. After correcting any arithmetical errors, the evaluation of the price quotations will be made.		

	vii. The Financial Score (Sf) of a Qualified Bidder will be calculated as: The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. The weightages given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20. Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$. $Sf = Fm / F \times 100$, where F = The Price of the proposal under consideration, Fm = Lowest price of all opened Price Bids. Final combined score (S) shall be calculated as: $S = (St \times 0.8) + (Sf \times 0.2)$ The Combined Score of the Bidders would be calculated and the Bidder with the highest "S" will be declared as successful Bidder subject to approval by competent authority. viii. Technical Score (St), Financial Score (Sf) and Combined Score (S) shall be rounded off up to two decimal places. In case more than one bidder has equal S, the one having the higher/highest 'St' will be declared successful. Note: 1. The Bidder shall have an office in Bengaluru or shall set up an office after the award of the work. The experts/manpower shall be made available by the bidder till the end of the Contract period. The bidder shall deploy non-key experts and support staff, for the execution of the work, in addition to the above key experts/manpower. 2. For the presentation of Approach & Methodology, Bidders meeting the eligibility criteria will be invited and Bidder shall make the presentation in the presence of his team representatives. 3. The presentation shall be made by the Project Director/Team Leader designated. The date and time for the presentation will be intimated to the Bidders by Bi-RIDE. 4. The Total marks shall be awarded after evaluation of the Technical Proposal which form the Technical Score, (St) of the Bidder. 5. The Bidder shall be Disqualified if: (i) The Bidder or any of its constituents and/or sub-consultant included in the bid has been blacklisted/ banned from business dealings with all Government Departments, in the State by the Government of Karnataka or by Ministry of Railways (MOR) or by Bi-RIDE at any time till finalization of Proposals, except in cases where such blacklisting/banning has been withdrawn by Competent Authority or has ceased or expired on the deadline for submission of the Proposals, for which satisfactory evidence is to be produced. (ii) Any previous contract of the bidder or any of its constituents had been terminated,
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	for bidder's failure, of part terminated for its as a JV partner with forfeiture of its full Performance Security, by Bi-RIDE/Government of India and its PSUs/ Government of Karnataka and its PSUs, within a period 3 (three) years before the deadline for submission of bids and up to one day before the date of opening of price bids; Provided, however, there is no stay order or declaration by any Court against such termination of the contract by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs; or such termination of the contract has not been revoked by Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi-RIDE)/ Government of India and its PSUs/ Government of Karnataka and its PSUs or competent authority of Bi-RIDE; or Government of India and its PSUs/ Government of Karnataka and its PSUs, have not have passed an order of non-applicability of disqualification of the bidder or any of its constituents despite such termination of the said contract. (iii) The bidder or any of its constituents has been imposed delay damages of 5% or more of contract value by Bi-RIDE due to delay in the implementation of any previous contract within the period of last 2 years before the deadline for submission of bids (Period of 2 years shall be reckoned or calculated from the date on which the total accrued amount of delay damages has reached 5% or more of the contract price) or such accrued delay damages has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and Bi-RIDE has acceded to the same in the interest of the project or the work under the previous contract in question which has not been completed before the deadline for submission of bids, unless imposition of such delay damages has been set aside by the Competent Authority. (iv) The bidder or any of its constituents: (a) has suffered bankruptcy/insolvency or (b) is in the process of winding-up or (c) has any ongoing case of insolvency before the NCLT/any Court, where Interim Resolution Professional (IRP) has been appointed or is appointed at any later stage of the insolvency process, on the deadline of submission of bids or thereafter till finalization of bids. (v) The bidder or any of its constituents are found or deemed to be ineligible by the Client, in accordance with Data Sheet. The bidder or any of its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs, to be a poor performer and the period of poor performance is still in force on the deadline for submission of bids. OR (vi) The bidder or any of any of its constituent(s) has been declared by Bi-RIDE/ Government of India and its PSUs/ Government of Karnataka and its PSUs, to be a poor performer at any time after the deadline for submission of bids and up to one day before the date of opening of price bids. (vii) The bidder or any of its constituents has changed its name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of
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	Chapter XI of Vigilance Manual of Indian Railways (available on website of Indian Railways), consequent to having been banned from business dealings or suspended from business dealings or having been declared poor performer
5.5	The Financial Proposals will be opened in the CPP Procurement Portal on the date and time, as mentioned in CPP procurement portal.
6.1	The address is the same as indicated in Para 1.1 above
Additional Para 6.6	Technical Negotiations/Pre award discussion: The technical negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client's inputs, the Particular conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected Financial Negotiations: The Financial negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract. 1. In case the bidder fails to reconfirm its commitment and/or fails to replace the Key Expert(s) as indicated in clause 7.1.1 (2) and 7.1.1(3), its bid shall be disqualified and next eligible bidder in the ranking shall be invited for negotiations 2. The Employer shall award the Contract to the Bidder whose bid is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the highest combined score. In case of more than one bids are evaluated to have equal combined score, the one having the highest technical score will be declared as substantially responsive to the bidding document. 3. The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section 2 Information to Consultant and Data Sheet are still being met by the Bidder whose offer has been determined to be the highest combined score. A Bid shall be rejected if the qualification criteria as specified in Section 2 Information to Consultant and Data Sheet are no longer met by the Bidder whose offer has been determined to be the highest combined score. In this event the Employer shall proceed to the next highest combined score to make a similar reassessment of that Bidder's capabilities to perform satisfactorily. 4. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialled by the Client and the Consultant's authorized representative. 5. If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations
Additional Para 7.1.1	Award Criteria: 1) Negotiations are not normally permitted. However, if the Competent Authority is of the view that the negotiations should be held for any valid reasons the same shall be held at the address indicated in the Clause 1.1 of the Data sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign the

	Contract on behalf of the Consultant. Negotiations with the bidders being considered for the award of work. 2) The bidder found successful in accordance with the Section-2 – Information to Consultant and Data Sheet, shall be invited for negotiations. The negotiations shall generally be for re-confirming the obligations of the bidder under this bidding document and to discuss issues such as availability and deployment of Key Expert(s), methodology proposed to be adopted, work plan etc. However, if considered necessary, negotiations for reducing the price may be resorted to. 3) If any of the Key Expert(s) of the successful bidder, other than the Team Leader, scores less than 70% of the maximum marks allotted to its category, then the concerned Key Expert will have to be replaced with a Key Expert(s), during negotiations, with Key Expert(s) whose score will be minimum 70% or more in accordance with the stipulated qualification and evaluation criteria for its category(s). The Employer shall intimate the concerned bidder for the replacement of rejected Key Expert(s) at the time of inviting the bidder for negotiations and the Key Expert(s) who is/are rejected shall have to be replaced by the bidder within 15 days of issue of such communication from the Employer with another Key Expert(s) whose score will be at least 70% or more in accordance with the stipulated qualification and evaluation criteria for its category(s). 4) Notwithstanding the above, the substitution of Key Experts at the negotiations stage may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate. 5) Notification of Award: a) The Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the Data sheet, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form. b) Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted by the Competent Authority at BI-RIDE's Corporate Office at Bengaluru. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price") and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. c) Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
7.2	Signing of Contract 1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

	2. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer. 3. The cost of stamp duty of the Contract Agreement shall be borne by the consultant/contractor as per the Karnataka Stamp Duty Act.
Additional Contract Condition- 1	(A) Special Provisions for Micro and Small Enterprises (MSEs): i) Applicants registered with the agencies (as mentioned in para ii) below) as micro or small enterprise (MSE) are exempted from the payment of BID/bidding document fee as well as from deposit of proposal/Bid security. ii) Applicants who are interested in availing themselves of above benefits will enclose with their proposal; a) The proof of their being micro or small enterprise (MSE) registered with any of the following agencies; 1. District Industries Centres 2. Khadi and Village Industries Commission 3. Khadi and Village Industries Board 4. Coir Board 5. National Small Industries Corporation 6. Directorate of Handicraft and Handloom 7. 'Udyog Aadhaar' – The Online Portal of MSME 8. Any other body specified by Ministry of MSME. b) Supporting document(s) indicating the terminal validity date of registration which should be a date after the deadline for submission of proposals, failing which, their proposals shall not be liable for consideration of benefits detailed in para (i) above. (B) Preference to Make in India: The provisions of revised 'Public Procurement (Preference to Make in India) Order 2017' issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 28.05.2018 shall be applicable to the bidding process and award of the contract shall be done accordingly. In this connection, the minimum local content shall be 50% and there will be no margin of purchase preference. For award of contract, para 3.c. of the revised 'Public Procurement (Preference to Make in India) Order 2017' shall be applicable in addition to the other provisions in the bidding documents in this regard.
Additional Contract Condition- 2	Unfair Competitive Advantage: Fairness and transparency in the selection process require that the Contractors or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data sheet and make available to all Contractors together with this Tender all information that would in that respect give such Contractor any unfair competitive advantage over competing Contractors.

Evaluation of technical Bid: Matrix for Breakup of Marks

TABLE-1: Establishment of the Firm (Max 25 marks)

(In the case of JV/Consortium, average marks will be considered)

Sl. No.	Criteria	Distribution of Marks
1	Number of years after the Establishment of the Firm.	5 to 10 years:14 marks.
		>10 years up to 15 years:20 marks.
		>15 years: 25 marks.

TABLE-2: “Detailed Design Consultancy Experience” (Max 250 marks)

(In the case of JV/Consortium, Detailed Design Consultancy Services fulfilled by any partner from a Single Contract shall be considered.)

Sl No	Criteria	Distribution of Marks
1	Detailed Design Consultancy Services of elevated viaduct from a single contract during the last 5 (Five) years ending as on the date of tender submission in in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max 100 marks)	Design of Elevated Viaduct of minimum Length 5.00 Km: 50 marks
		Design of Elevated Viaduct of Length >5.00 km to 7.50 km: 65 marks
		Design of Elevated Viaduct of Length >7.50 km to 10.00 km: 80 marks
		Design of Elevated Viaduct of Length > 10.00 km: 100 marks
2	Detailed Design Consultancy Services of Double-Decker Viaduct (<i>one level elevated road with other level metro viaduct</i>) from a single contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max 100 marks)	Design of double-decker Viaduct of minimum Length 1.50 km: 50 Marks
		Design of double-decker Viaduct of Length > 1.50 km to 3.50 km: 80 marks
		Design of double-decker Viaduct of Length > 3.50 km: 100 marks
3	Detailed Design Consultancy Services of Stations from a single contract during the last 5 (Five) years ending as on the date of tender submission in Metro Railway/ Railway/ High Speed Railway /RRTS/ Light Railway (Max 50 marks)	Design of stations 1 no: 25 marks
		Design of stations of ≥ 2 No.: 50 marks

TABLE-3: - Academic Qualifications of Key Personnel (Max 100 marks)

Sl. No.	Key Personnel's Minimum Educational Qualification and Desirable Qualification	Distribution of Marks for acquiring the Minimum Educational Qualification and Desirable Qualification
(1)	Team Leader (Civil Engineer) <i>Minimum Educational Qualification:</i> Graduate in Civil Engineering <i>Desirable Educational qualification:</i> Postgraduate in Civil Engineering having the subject of structural engineering (Max 10 marks)	Graduate in Civil Engineering:07 Marks
		Postgraduate or higher in Civil Engineering having the subject of structural engineering: 10 Marks
(2)	Structural Design Expert-1 <i>Minimum Educational Qualification:</i> Graduate in Civil Engineering <i>Desirable Educational qualification:</i> Postgraduate in Civil Engineering having the subject of structural engineering (Max 10 marks)	Graduate in Civil Engineering: 07 Marks
		Postgraduate or higher in Civil Engineering having the subject of structural engineering: 10 Marks.
(3)	Structural Design Expert-2 <i>Minimum Educational Qualification:</i> Graduate in Civil Engineering <i>Desirable Educational qualification:</i> Postgraduate in Civil Engineering having the subject of structural engineering (Max 10 marks)	Graduate in Civil Engineering: 07 Marks
		Postgraduate or higher in Civil Engineering having the subject of structural engineering: 10 Marks
(4)	Structural Design Expert-3 <i>Minimum Educational Qualification:</i> Graduate in Civil Engineering <i>Desirable Educational qualification:</i> Postgraduate in Civil Engineering having the subject of structural engineering (Max 10 marks)	Graduate in Civil Engineering: 07 Marks
		Postgraduate or higher in Civil Engineering having the subject of structural engineering: 10 Marks
(5)	Foundation Expert <i>Minimum Educational Qualification:</i> Graduate in Civil Engineering <i>Desirable Educational qualification:</i> Postgraduate in Civil Engineering having the subject of Geotechnical/Soil Mechanics/Foundation Engineering (Max 10 marks)	Graduate in Civil Engineering: 07 Marks
		Postgraduate or higher in Civil Engineering having the subject of Geotechnical/Soil mechanics/Foundation Engineering: 10 Marks
(6)	Alignment Expert <i>Minimum Educational Qualification:</i> Graduate in Civil Engineering <i>Desirable Educational qualification:</i> Postgraduate in Civil Engineering (Max 10 marks)	Graduate in Civil Engineering: 07 Marks
		Postgraduate or higher in Civil Engineering: 10 Marks

(7)	Architectural Design Expert-1 Minimum Educational Qualification: Graduate in Architecture Desirable Educational qualification: Postgraduate in Architecture (Max 10 marks)	Graduate in Architecture: 07 Marks
		Postgraduate or higher in Architecture: 10 Marks
(8)	Expert in Building and Electro-Mechanical Services <i>Minimum Educational Qualification:</i> Graduate in Mechanical Engineering or Electrical Engineering <i>Desirable Educational qualification:</i> Postgraduate in Mechanical Engineering or Electrical Engineering (Max 10 marks)	Graduate in Mechanical Engineering or Electrical Engineering: 07 Marks
		Post Graduate or Higher in Mechanical Engineering or Electrical Engineering: 10 Marks
(9)	Traffic/Transport/Multi-Modal Integration Expert <i>Minimum Educational Qualification:</i> Graduate in Civil/Transport Engineering <i>Desirable Educational qualification:</i> Postgraduate in Transport Engineering (Max 10 marks)	Graduate in Civil/Transport Engineering: 07 Marks
		Postgraduate or Higher in Transport Engineering: 10 Marks
(10)	Expert in Building Information Modeling <i>Minimum Educational Qualification:</i> Graduate in Civil Engineering/ Architecture/ Electrical Engineering/ Mechanical Engineering (Max 10 marks)	Graduate or higher in Civil Engineering/Architecture/ Electrical Engineering/ Mechanical Engineering: 10 Marks

TABLE-4: Key Personnel's Minimum Post-Qualification Professional Experience after Minimum Educational Qualification **(Max 100 marks)**

Sl. No.	Key Personnel's Minimum Post-Qualification Professional Experience after Minimum Qualification	Distribution of Marks for acquiring Minimum Post-Qualification Professional Experience after Minimum Qualification
(1)	Team Leader (Civil Engineer) Minimum 18 years of post-minimum post-qualification experience in structural design (Max 10 marks)	18 to 21 years of experience: 06 Marks
		>21 up to 25 years of experience: 08 Marks
		> 25 years of experience: 10 Marks
(2)	Structural Design Expert-1 • Minimum 12 years of post-minimum qualification experience in detailed structural design (Max 10 marks)	12 to 16years of experience: 06 Marks
		>16 up to 20 years of experience:08 Marks
		> 20 years of experience:10 Marks
(3)	Structural Design Expert-2 • Minimum 12 years of post-minimum qualification experience in detailed structural design (Max 10 marks)	12 to 16years of experience:06 Marks
		>16 up to 20 years of experience: 08 Marks
		> 20 years of experience:10 Marks
(4)	Structural Design Expert-3 Minimum 12 years of post-minimum qualification experience in detailed structural design (Max 10 marks)	12 to 16years of experience:06 Marks
		>16 up to 20 years of experience:08 Marks
		> 20 years of experience:10 Marks
(5)	Foundation Expert Minimum 8 years of post-minimum qualification experience in civil works (Max 10 marks)	8 to 10 years of experience: 06 Marks
		>10 up to 12 years of experience: 08 Marks
		> 12 years of experience:10 Marks
(6)	Alignment Expert Minimum 8 years of post-minimum qualification experience in the Design of Metro Rail track alignment using alignment design software (Max 10 marks)	8 to 10 years of experience: 06 Marks
		>10 up to 12 years of experience: 08 Marks
		> 12 years of experience:10 Marks
	Architectural Design Expert-1 • Minimum 12 years of post-minimum qualification experience	12 to 16years of experience:06 Marks
		>16 up to 20 years of experience:08 Marks

(7)	in detailed Architectural design (Max 10 marks)	> 20 years of experience::10 Marks
(8)	Expert in Building and Electro-Mechanical Services • Minimum 12 years of post-minimum qualification experience in the design of Electromechanical works. (Max 10 marks)	12 to 16years of experience:06 Marks
		>16 up to 20 years of experience:08 Marks
		> 20 years of experience:10 Marks
(09)	Traffic/Transport/Multi-Modal Integration Expert Minimum 8 years of post- minimum qualification experience in detailed Transport planning /Traffic integration (Max 10 marks)	8 to 10 years of experience: 06 Marks
		>10 up to 12 years of experience: 08 Marks
		> 12 years of experience:10 Marks
(10)	Expert in Building Information Modeling Minimum 3 years of post-minimum qualification experience in the relevant field. (Max 10 marks)	3 to 5 years of experience: 06 Marks >5 years of experience: 10 Marks

TABLE-5: Relevant experience of Key personnel in the Detailed Design of Elevated Viaducts/Double-Decker Viaducts and Elevated Stations in i n Metro Railway/ Railway/ High Speed Railway /RTS/ Light Railway. **(Maximum 100 Marks)**

SN.	Positions	Distribution of Marks
(1)	Team Leader (Civil Engineer) (Max 10 marks)	05 years of experience: 06 Marks
		>05 years up to 10 years of experience: 08 Marks
		>10 years of experience: 10 Marks
(2)	Structural Design Expert-1 (Max 10 marks)	04 years of experience:06 Marks
		>04 years up to 07 years of experience:08 Marks
		> 7 years of experience: 10 Marks
(3)	Structural Design Expert-2 (Max 10 marks)	04 years of experience:06 Marks
		>04 years up to 07 years of experience:08 Marks
		> 7 years of experience: 10 Marks
(4)	Structural Design Expert-3 (Max 10 marks)	04 years of experience:06 Marks
		>04 years up to 07 years of experience:08 Marks
		> 7 years of experience: 10 Marks
(5)	Foundation Expert	03 years of experience: 06 Marks

	(Max 10 marks)	>03 up to 06 years of experience: 08 Marks
		> 6 years of experience: 10 Marks
(6)	Alignment Expert (Max 10 marks)	03 years of experience: 06 Marks
		>03 up to 06 years of experience: 08 Marks
		> 6 years of experience: 10 Marks
(7)	Architectural Design Expert-1 (Max 10 marks)	03 years of experience: 06 Marks
		>03 up to 06 years of experience: 08 Marks
		> 6 years of experience: 10 Marks
(8)	Expert in Building and Electro- Mechanical Services (Max 10 marks)	03 years of experience: 06 Marks
		>03 up to 06 years of experience: 08 Marks
		> 6 years of experience: 10 Marks
(9)	Traffic/Transport/ Multi-Modal Integration Expert (Max 10 marks)	03 years of experience: 06 Marks
		>03 up to 06 years of experience: 08 Marks
		> 6 years of experience: 10 Marks
(10)	Expert in Building Information Modeling (Max 10 marks)	3 years of experience: 06 Marks
		> 03 up to 05 years of experience: 08 Marks
		> 5 years of experience: 10 Marks

Note:

1. In case any key personnel scores less than 70 % (Seventy percent) of the total marks allotted to his category, he would have to be replaced during negotiations, with a better candidate, who in the opinion of the Employer, would score 70 % (Seventy percent) or above of total marks allotted to its category. Key personnel proposed by the bidder must qualify for all minimum requirements stipulated above for its category. In case any of the proposed key personnel by the bidder do not meet the minimum requirements stipulated above for its category, the overall score of such key personnel shall be evaluated as NIL.
2. Bidders are required to submit detailed CVs of the proposed key personnel for each of the key positions as per the format enclosed in Form 5 and Form 6 of the QUALIFICATION INFORMATION & BIDDING FORMS. The copies of self-attested degree certificates must be enclosed with the CV to substantiate the fulfillment of minimum qualifications. The proposed key personnel are also required preferably to submit a service certificate issued by the Employer to substantiate the fulfillment of work experience. In case of any discrepancy found during the bid evaluation process, Bi-RIDE can verify the said declaration/part of the declaration from the owners of the project. Any such wrong declaration by the personnel found during verifications, Bi-RIDE has the right to reject such bids.
3. Consultants shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert Position.
4. Assignments carried out by the Key Personnel with documents shall be submitted in detail for evaluation.

5. *The degree qualification means a full-time degree from a recognized institute. The qualification other than degree shall be supported by the certified document for its equivalency to degree which shall be duly recognized by Govt. of India.*
6. *In case of submission of any false information, Bi-RIDE shall enforce all or any of the following at its sole discretion:*
 - (a) *Forfeit the bid security amount.*
 - (b) *Debar the Consultant for 10 years from participating in the bids of Bi-RIDE.*

TABLE-6: Employment of Key Personnel with the Firm. (Max 75 marks)

SI No	Criteria	Marks Distribution for Each Key Personnel
1	Employment of Key Personnel with the firm (listed in Tabe.3 herein above) (Max10 x 7.5 =75 marks)	3 years: 04 marks.
		>3 years up to 5 years: 06 marks.
		>5 years: 7.5 marks.

TABLE-7: Presentation to Bi-RIDE and Submission of Document: (Max 300 Marks)

SI No	Criteria	Distribution of Marks
1	Presentation to Bi-RIDE and Submission of Document: The Document shall include Bidder's understanding of the scope of the Assignment, the methodology proposed to be adopted for carrying out the Assignment including quality-related aspects, a work plan, and a tentative deployment schedule of Key Experts. (Max 300 Marks)	Critical Tasks in the Project and Action Plan - 75 Marks
		Similar Works Executed and Challenges Faced & Innovative Approach Suggested to resolve them – 75 Marks
		Green Building Design – 50 Marks
		Timeline and Program Management – 60 Marks
		Quality Intervention & Innovations – 20 Marks
		Quality of Overall Presentation – 20 Marks

TABLE-8: Annual Turnover (Max 50 marks)

(In the case of JV/Consortium, the highest annual turnover among the partners shall be considered)

SI No	Criteria	Distribution of Marks	
1	MINIMUM AVERAGE ANNUAL CONSULTANCY SERVICE TURNOVER of ₹ 3.5 Cr in Five Financial Years from 2020-21 to 2024-25 (both inclusive).	>Rs. 3.5 Cr. up to Rs.10 Cr.: 25 marks.	
		>Rs. 10 Cr. up to Rs.20 Cr.	: 40 marks.
		> Rs.20 Cr.	: 50 marks.
	(Max 50 marks)		

The applicant must attach with their application, a note giving a general description on the approach to the Design methods, technologies, quality assurance schemes proposed, deployment of Key Technical Personnel proposed to be used, etc., for ensuring completion of the work as per specifications within the desired time-frame.

Annexure-1
The Eligibility Criteria Matrix shall be met as under:

Requirement	Description	Submission Requirement	Single Entity	Joint Venture		
				All Partners Combine	Lead Partner	Other Partners
Clause 5.3A	Assignments/ Work Experience	Work Experience Certificate	Must meet requirement	Must meet requirement	Must meet Requirement	Must meet not less than 25% of criteria
Clause 5.3B i	Liquidity	Audited Balance Sheet & Profit Loss Account	Must meet requirement	Must meet requirement	Must meet not less than 50% of Criteria	Must meet not less than 25% of criteria
Clause 5.3B ii	Average Annual Turnover	Audited Balance Sheet & Profit Loss Account	Must meet requirement	Must meet requirement	Must meet not less than 50% of Criteria	Must meet not less than 25% of criteria
Clause 5.3B iii	Net worth and Profit After Tax	Audited Balance Sheet & Profit & Loss Account	Must meet requirement	Must meet requirement	Must meet requirement	Must meet requirement
Clause 5.3B iv	Bid Capacity	Form 3U(Bid Capacity) and 3V works)	Must meet requirement	Must meet requirement	Must meet not less than 50% of requirement	Must meet not less than 25% of criteria

SECTION – 3

TECHNICAL PROPOSAL – STANDARD FORM

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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3H.	Activity (work) Schedule	59
3I	BID Security Declaration Form (BDF-1)	60
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3K	Format for Power of Attorney to Lead Member and Authorised Representative of Joint Venture	62-63
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3T	Form of Parent Company Guarantee	77
3U	Form of Bid Capacity (Current contract commitments / works in progress)	78-79
3V	Form of Completed Works	80

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Consultancy Service for -----

-----Technical Proposal.

We, the undersigned, offer to provide the consulting services for -----" in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal Submitting through Central Public Procurement Portal.

We hereby declare that:

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

I We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Bi-RIDE or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR Further, we are not ineligible under the Client's country laws or official regulations;

- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (f) Except as stated in the Particular conditions of contract, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Particular conditions of contract may lead to the termination of Contract negotiations.

- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) We have read the various conditions to RFP Document, including Addenda if any, issued in accordance with data sheet and agree to abide by the said conditions.

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

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

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

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

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

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

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

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

3B. CONSULTANT'S REFERENCES

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

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

Consultant's Name: __

NOTE:

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

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

On the Terms of Reference:

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

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

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

**3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

(This chapter should not exceed 20 pages)

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for Designing and for Construction support during execution.

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

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

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1.Key Staff

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

2. Non – Key Staff

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

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

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

1. (Please follow exactly the following format. Omission will be seen as noncompliance)
 - (i) I, the undersigned Certify that, to the best of my knowledge and belief, this bio- data correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged, in case Bi-RIDE at any stage detects that misstatement have been made by me, it would be at liberty to take any appropriate action against me including debarment for up to Three Years.
 - (ii) I have not been removed by Competent Authority of Bi-RIDE from any of the Bi-RIDE works without completing my assignment and shall be available to work with the consultants. In case I leave the assignment without approval of Bi-RIDE or I am removed by Bi-RIDE on account of some default, Bi-RIDE would be at liberty to take any appropriate action against me including debarment for up to Three Years.
 - (iii) I hereby undertake that I will not leave Bi-RIDE assignment without giving a minimum notice of 30 days and handing over of all records. I understand that in case I do so then Bi-RIDE would be at liberty to take any appropriate action against me including debarment for up to Three Years.
 - (iv) I am willing to undertake the assignment and ensure my availability for the duration of the assignment.
 - (a) I have no history of involvement in Vigilance/CBI/Police Case, resulting in major penalty punishment of removal/dismissal/compulsory retirement or conviction.
 - (b) I have never been debarred from Consultancy Services by Bi-RIDE.
- Or
- (c) I was debarred from Consultancy Services by Bi-RIDE for years from ../../.. to ../../.. and period of debarment is now over.

_____ **Date:** _____

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

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

3H. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and Study Items:

B. Completion and Submission of Reports—

3 I BID Security Declaration Form

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

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

(Signature of the Authorised Signatory,
Official Seal)

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

POWER OF ATTORNEY*

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

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

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

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

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

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

POWER OF ATTORNEY¹

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

Whereas, the members of the Joint Venture comprising of

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. (Lead Member), M/s _____ and M/s _____ hereby designate

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

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

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

Dated this the Day of 2026.

(Signature) (Signature) (Signature) (Signature)

.....

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

Witness1

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation:

Notes:

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

3L MEMORANDUM OF UNDERSTANDING (MOU)
For JOINT VENTURE PARTICIPATION

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

M/s having its registered office at (hereinafter referred to as ` ..... ') in the capacity of a Joint Member of the other part. And M/s ..... having its registered office at ..... (hereinafter referred to as ` ') in the capacity of a Joint Member of the other part.

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

WHEREAS:

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as an integral part of this MOU.
 - i) Notice of Invitation for proposal, and
 - ii) Tender documentIn case of existing joint venture, the certified copy of JV Agreement be furnished.
 - iii) Any Addendum/ Corrigendum issued by BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED.
 - iv) The proposal submitted on our behalf jointly by the Lead Partner/Member/ representative.
2. The `Parties' have studied the documents and have agreed to participate in submitting a proposal' jointly in the name of__.
3. M/s shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For the purpose of submission of proposals, the parties agree to nominate as the Lead Member duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, M/s shall not submit

any such proposals, clarifications or commitments before securing the written clearance of the other member which shall be expeditiously given by M/s..... to M/s.....

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

- (a) Lead Member share ..% ;

Responsibilities of Key Activities

- i)
- ii)
- iii)

- (a) Joint Venture Member Name.....and share% ;

Responsibilities of Key Activities

- i)
- ii)
- iii)

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

Responsibilities of Key Activities

- i)
- ii)
- iii)

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

Responsibilities of Key Activities

- i)
- ii)
- iii)

- (d) Joint Venture Member Name.....and share % ;

Responsibilities of Key Activities

- i)
- ii)
- iii)

- (e) Joint Venture Member Name.....and share % ;

Responsibilities of Key Activities

- i)
- ii)
- iii)

5. **JOINT AND SEVERAL RESPONSIBILITIES**

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

6. **ASSIGNMENT AND THIRD PARTIES**

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

7. **EXECUTIVE AUTHORITY**

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

8. **PROPOSAL SUBMISSION**

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

9. **INDEMNITY**

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

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

11. **DOCUMENTS & CONFIDENTIALITY**

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

12. **Dispute**

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

13. **VALIDITY**

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

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

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

submitted with the proposal.

15. This MOU shall be construed under the laws of India.
16. **Authority of member in charge:** In case the Consultant is a Joint Venture, the members hereby authorize to act on their behalf in exercising all the Consultant's rights and obligations towards the Client. The name of the JV member (Lead member on behalf of the JV) [whose Name and address to be inserted here]
17. **NOTICES BETWEEN JV MEMBERS.**

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

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

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

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

Witness

1.....(Name & Address)

2.....(Name & Address)

3M CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A – Consultant's Organization

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

B – Consultant's Experience

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

3N FINANCIAL DATA
(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS)
(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2020-2021	Year 2021-2022	Year 2022-2023	Year 2023-2024	Year 2024-2025
1	2	3	4	5	6	7
1	Total value of Consultancy services works of data sheet as per audited financial statements					
NOTE: (i) Separate Performa shall be used for each member in case of JV. (ii) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure. (iii) All such documents reflect the financial data of the tenderer or member in case of JV. (iv) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2021, 2022, 2023, 2024, 2025. (v) The financial data in above prescribed format shall be certified by Statutory Auditor / Company Auditor in original under his signature, stamp & membership number. In case of Foreign applicants the Audited financial receipts for consultancy shall be suitably apostilled before submitting the same. (vi) The above financial data will be updated to price level of the previous month of Bid submission 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						

FINANCIAL DATA FOR LAST 5 YEARS

Applicant's legal nameDate

Group Member's legal name.....

Page.....of Pages

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

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

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

- (i) Separate Proforma shall be used for each member in case of JV.
- (ii) All such documents reflect the financial data of the Applicant or member in case of JV.
- (iii) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No

statements for partial periods will be accepted.

- (iv) Historic financial statements must be complete, including all notes to the financial statements.
- (v) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., 2021, 2022, 2023, 2024 and 2025.
- (vi) **This Form shall be duly certified by Statutory Auditor / Company Auditor in original under his signature, stamp and membership number.**

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

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

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the Term of Reference **described in Section 5: Terms of Reference.**

The Consultant shall submit an outline of how the Code of Conduct will be implemented.

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

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

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

- *1. That the bidder or any of its constituents has not been Blacklisted/ banned for 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 Bengaluru Integrated Rail Infrastructure Development Enterprise Ltd. During theperiod of last 3 years before the deadline for submission of bids.
- *3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by 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

3R. FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER

ALONGWITH THE BID

(On the letter head of the Firm)

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

Dated this _____ day of _____,

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

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

(NOT APPLICABLE)

3T. Form of Parent Company Guarantee

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

Date:

Ref: IFB No. _____

Date: _____

_for {Insert name of work/Service}

To:

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

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

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

Yours faithfully,

Signed by: _____

Date: _____

For and on behalf of:

{Name of sole bidder/JV partner}

3U. Form of Bid Capacity

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

Existing Commitments and on-going works

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

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

Works for which Tenders already submitted

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

Bid Capacity

Bid capacity Calculation of single Entity or members of JV/Consortium

S.no	Each Member Name	Maximum value of Similar Works executed in any one year during the last 5 years (updated upto 31.03.2026)	Value of Price level, of existing commitments and ongoing works (During the next 36 months) starting from 1 month prior to date for submission of bid	No of years prescribed for Completion of the works for which tenders are invited	Bid capacity (Rs in Crores)	Remarks
		A	B	N	$(A*N*1.5)-B$	

Note:

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

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

OR

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

- ii. A self-declaration is to be uploaded by the Tenderer stating that "the information with regard to assessed available tender capacity (Works on Hand) furnished are correct. Certified that current commitments on all the contracts that have been awarded or for which a letter of intent or acceptance has been received or for the works in progress or the works approaching completion, value of outstanding work has been indicated in the above table correctly. It is further certified that if later on the Employer discovers that information provided in the table is incorrect then the Employer will treat our bid invalid and it will be liable for rejection"
- iii. Bidders shall furnish Certificate from Chartered Accountants for split details of Ex -works values and GST of

Contract values of the works in the prescribed format as at Clause No. 1.5 of Section -3: Qualification Information

3V - Form of Completed works in Last 5 years

SL. No.	Description of Work	Contract No. & Date	Name and Address of Employer	Value of Contract (₹. in Crores)	Date of Completion
1	2	3	4	5	6
2					

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

1. Bidder should provide information on all contracts that have been completed and final bills have been prepared/passed. For the contracts where Final bill has not been prepared, Work completion certificate by Employer to be enclosed .
2. The exchange rate of foreign currency shall be applicable 28 days before the tender submission date. For conversion of foreign currency to Indian Rupee exchange rates published by Financial Benchmarks Private limited (www.fbil.org.in) 28 days before the date of bid submittal will be considered. In case the particular day happens to be a holiday the exchange rate published on the next working day will be considered. In case of works in foreign currency the effect of inflation is considered as included, as the exchange rate prevailing 28 days before tender submission is being considered for conversion to Indian Rupees,

SECTION – 4

FINANCIAL PROPOSAL – STANDARD FORMS

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

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

- 4A. Financial Proposal Submission Form.
- 4B. Schedule of deliverables & payments

4A. FINANCIAL PROPOSAL SUBMISSION FORM
(Bidder shall not quote any amount in form)

[Location, Date]

FROM: (Name of Address)

TO: (Name and Address of Client)

Ladies/Gentlemen:

Subject: Consultants' Services for -----

Financial Proposal.

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

Our 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. SCHEDULE OF DELIVERABLES & PAYMENTS

1. The Bill of Quantities should be read in conjunction with all other sections of the RFP along with Corrigendum/Addendums and any other correspondence/document provided by the Employer.
2. The Bidder's offer shall be inclusive of all taxes and duties, except GST. The Output GST applicable will be paid by Bi-RIDE to the Consultant over and above the accepted rates. The consultant has to claim the applicable output GST in each of the invoices and submit the same for payment. Income Tax and any other statutory taxes to be deducted at source, if any, will be deducted by the employer in accordance with the Income Tax Act and any other acts in force and in accordance with the instructions issued by the authorities on this behalf from time to time.
3. The whole cost complying with the provisions of the contract shall be deemed to have been included in the quoted price.
4. Bi-RIDE shall make stage payments to DDC based on the completion of each activity separately and as approved and accepted by the Employer's Representative. This shall be based on the unit rate of BOQ. The stage payments will be made on completion of the corresponding activities, after deducting liquidated damages, if any.

Item No.	Brief Description of Services	Unit	Quantity
1	Detailed Design Consultancy Services (DDC) - Detailed Design stage for Viaduct as per Terms of Reference (Scope of Work) including pocket track & crossovers, all types of foundations, Pier, precast/cast-in-situ pier cap, Concentric/Eccentric pier cap, precast/cast-in-situ/composite portal beam structure, precast I/U-girders/segmental girders, Composite steel girders. Open web/Through Type girders, slabs, bearings including Subways, RoR (Rail over Rail) FOBs, Ramps etc. complete for Corridor -2	Km	7.795
2	Detailed Design Consultancy Services (DDC) - Detailed Design stage for Double Decker structure (Viaduct and Flyover) as per Terms of Reference (Scope of Work) including all types of foundations, Pier, precast/cast-in-situ pier cap, Open web/Through Type girders, Precast Road segments, ramps, slabs, girders, Open including subways, FOBs, pocket track & crossovers, Y-loop for Railway track crossings etc. complete for Corridor -2.	Km	1.12
3	Detailed Design Consultancy Services (DDC) - Detailed design stage for Double Decker Stations as per Terms of Reference (Scope of Work) including Viaduct and Flyover in the central portion, Entry/Exit structures, all type of foundations, Pier, precast/cast-in-situ pier cap/pier arm, precast/cast-in-situ/composite Portal beam structure, precast I/U-girders, Composite steel girders, suitable superstructure as per site conditions, bearings including subways, FOBs, Multi-Modal	Nos.	1

	Integration, additional floors of PD due to increased height of stations etc. complete for Corridor -2.		
4	“Detailed Design Consultancy Services (DDC) - Detailed design stage as per Terms of Reference (Scope of Work) of 2nos of Road over bridge (ROB) and 1nos Road Under bridge (RUB) along with construction of service road and drainages in Lieu of Level crossings (LC) along the Corridor-4 Heelalige to Rajanukunte.” (Corridor 4 - LC Elimination - Package 1) “Detailed Design Consultancy Services (DDC) - Detailed design stage as per Terms of Reference (Scope of Work) of 2 nos of Road over bridge (ROB) along with construction of service road and drainages in Lieu of Level crossings (LC) along the Corridor-4 Heelalige to Rajanukunte (Corridor 4 - LC Elimination - Package 2)	Nos.	4 ROB's & 1 RUB

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

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

TABLE-1

Detailed Design Consultancy Services (DDC) - Detailed Design Stage for Viaduct as per Terms of Reference (Scope of Work) – Quantity: 7.795 Km.

Sl. No	Nature of Activity	Stage Payment (in %age)	Accumulative Payment (in %age)	Progress Schedule (weeks from date of issue of LOA)
1	2	3	4	6
I Preliminary works (Price Centre-I shall be 15% of Value)				
1	Review of Alignment drawing & Topographical details and finalizing the type of structure and scheme of construction of the Viaduct.	0.25%	0.25%	2 weeks
2	Engineer's approval of design team	0.25%	0.50%	3 weeks
3	Engineer approval of Design Plan	0.25%	0.75%	4 weeks
4	Submission and approval of General Arrangement Drawing (GAD)	0.25%	1.00%	5 weeks
5	Submission and Approval of Design Basis Report (DBR)	0.25%	1.25%	6 weeks

6	Submission and Approval of Geotechnical Interpretative Report (GIR)	0.25%	1.50%	
7	Submission of complete program schedule through BIM deliverable and BIMS supporting system for detailed design	0.50%	2.00%	8 weeks
8	Mobilization of design team till completion of the assignment	13.00%	15.00%	156 weeks
II Detailed Design Engineering (Price Centre-II shall be 85% of Value)				
1	Submission of Detailed Design and Good for Construction Drawings for Viaduct. Various components of the viaduct will be paid as per the following percentage on a pro-rata basis. The quantity schedule after being approved by the Engineer for making all stage payments is as follows:			
	a) On submission and approval of Detailed Span Arrangement Drawing.	1%	16%	6 weeks to 10 weeks
	b) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Superstructure	15%	31%	8 weeks to 16 weeks
	c) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Substructure	20%	51%	12 weeks to 26 weeks
	d) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Foundation	20%	71%	12 weeks to 26 weeks
2	Submission of "Originals & design report with BIMS support.	6%	77%	-----
3	Construction Support Activities for Civil works for the First Year (Starts after 1 month from the date of award of Civil work to the contractor).	6%	83%	-----
4	Construction Support Activities for Civil works for the Second Year (Starts after completion of First Year).	6%	89%	-----
5	Construction Support Activities for Civil works for third Year (Starts after completion of Second Year)	6%	95%	-----
6	Checking and certification of "As Built" Drawings and submission of reconciled calculations.	5%	100%	-----

Notes:

- 1) Wherever stage payment is indicated (column 3) for the particular "activity", 50% payment for that activity will be made on submission/presentation to Proof Checking agency/Bi-RIDE and the balance 50% on approval by Proof Checking agency/Bi-RIDE. This will apply to activities at Sl.No.II.1
- 2) The invoices for the payment will be raised by the DDC at intervals of not less than a month.
- 3) In case the original contract period or extended period of the Civil contractor extends beyond the original contract period of consultancy for this assignment, then payment for extended construction support activities of DDC will be made @3% per annum of the original contract value.
- 4) The payment will be increased/reduced on a pro-rata basis for any increase/decrease in the actual Viaduct. The relevant clause for variation in quantity has been provided in the conditions of the contract.
- 5) Liquidated Damages will be levied for delay on account of DDC in completion of activities @ 0.03% of contract value per week of delay (for Sl.No.II.1) subjected to a maximum of 10% of the original contract value.
- 6) In case of delay in design and drawing submission, Bi-RIDE may engage IISc/IIT's to carry out detailed design and drawings. The actual cost of the design and drawings shall be borne by successful agency as charged by IISc/IIT's.
- 7) Above stage payment includes the Verification fees for temporary structures, Staging etc.,
- 8) In case of submission of drawing in a piecemeal manner, payment will be released on a pro-rata basis depending upon the quantum of work done and a mutually agreed basis.
- 9) The employer shall designate some of their computers for installation, by the DDC of software programme that the DDC intends to use for the design, programming, production of drawings etc. for checking and approval. All software shall be originals/authenticated and licensed by the manufacturer and issued at the DDC's cost.

TABLE-2

Detailed Design Consultancy Services (DDC) - Detailed Design Stage for Double Decker Structure (Viaduct and Flyover) as per Terms of Reference (Scope of Work) – Quantity: 1.12 Km.

Sl. No	Nature of Activity	Stage Payment (in %age)	Accumulative Payment (in %age)	Progress Schedule (weeks from date of issue of LOA)
1	2	3	4	5
I Preliminary works (Price Centre-I shall be 15 % of Value)				
1	Review of Alignment drawing & Topographical details and finalizing the type of structure and scheme of construction of the Viaduct.	0.50%	0.50%	2 weeks
2	Engineer's approval of design team	0.50%	1.00%	3 weeks
3	Engineer approval of Design Plan	0.50%	1.50%	4 weeks
4	Submission of Preliminary General Arrangement Drawing.	0.50%	2.00%	5 weeks
5	Submission and approval of Final General Arrangement Drawing (GAD)	0.50%	2.50%	6 weeks
6	Submission and Approval of Design Basis Report (DBR)	0.50%	3.00%	6 weeks
7	Submission and Approval of Geotechnical Interpretative Report (GIR)	0.50%	3.50%	
8	Submission of complete program schedule through BIM deliverable and BIMS supporting system for detailed design	0.50%	4.00%	8 weeks
9	Mobilization of design team till completion of the assignment	11.00%	15.00%	156 weeks
II Detailed Design Engineering (Price Centre-II shall be 85 % of Value)				
1	Submission of Detailed Design and Good for Construction Drawings for Double Decker Structure. Various components of the Double Decker Structure will be paid as per the following percentage on a pro-rata basis. The quantity schedule after being approved by the Engineer for making all stage payments is as follows:			
	a) On submission and approval of Detailed Span Arrangement Drawing	1%	16.00%	6 weeks to 10 weeks

	b) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Superstructure (Rail level)	15%	31.00%	8 weeks to 16 weeks
	c) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Superstructure (Road Flyover level).	15%	46.00%	8 weeks to 16 weeks
	d) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Substructure	15%	61.00%	12 weeks to 26 weeks
	e) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Foundation	15%	76.00%	12 weeks to 26 weeks
2	Submission of "Originals & design report with BIMS support.	5%	81.00%	-----
3	Construction Support Activities for Civil works for the First Year (Starts after 1 month from the date of award of Civil work to the contractor).	5%	86.00%	-----
4	Construction Support Activities for Civil Works for second Year (Starts after completion of the First Year).	5%	91.00%	-----
5	Construction Support Activities for Civil works for the third Year (Starts after completion of the Second Year)	4%	95.00%	-----
6	Checking and certification of "As Built" Drawings and submission of reconciled calculations.	5%	100.00%	-----

Notes:

- 1) Wherever stage payment is indicated (column 3) for the particular "activity", 50% payment for that activity will be made on submission/presentation to Proof Checking agency/Bi-RIDE and the balance 50% on approval by Proof Checking agency/ Bi-RIDE. This will apply to activities at Sl.No.II.1
- 2) The invoices for the payment will be raised by the DDC at intervals of not less than a month.
- 3) In case the original contract period or extended period of the Civil contractor extends beyond the original contract period of consultancy for this assignment, then payment for extended construction support activities of DDC will be made @3% per annum of the original contract value.
- 4) The payment will be increased/reduced on a pro-rata basis for any increase/decrease in the actual Viaduct. The relevant clause for variation in quantity has been provided in the conditions of the contract.

- 5) Liquidated Damages will be levied for delay on account of DDC in completion of activities @ 0.03% of contract value per week of delay (for Sl.No.II.1) subjected to a maximum of 10% of the original contract value.
- 6) In case of delay in design and drawing submission, Bi-RIDE may engage IISc/IIT's to carry out detailed design and drawings. The actual cost of the design and drawings shall be borne by successful agency as charged by IISc/IIT's.
- 7) Above stage payment includes the Verification fees for temporary structures, Staging etc.,
- 8) In case of submission of drawing in a piecemeal manner, payment will be released on a pro-rata basis depending upon the quantum of work done and a mutually agreed basis.
- 9) The employer shall designate some of their computers for installation, by the DDC of software programme that the DDC intends to use for the design, programming, production of drawings etc. for checking and approval. All software shall be originals/authenticated and licensed by the manufacturer and issued at the DDC's cost.

TABLE-3

Detailed Design Consultancy Services (DDC) - Detailed Design Stage of Double Decker Stations as per Terms of Reference (Scope of Work) – Quantity: 1 Nos.

Sl. No	Nature of Activity	Stage Payment (in %age)	Accumulative Payment (in %age)	Progress Schedule (weeks from date of issue of LOA)
1	2	3	4	6
I Preliminary works (Price Centre-I shall be 15% of Value)				
1	Review of Alignment drawing & Topographical details and finalizing the conceptual layout planning, Interface management scheme, type of structure, and scheme of construction of Double Decker Station	0.50%	0.50%	2 weeks
2	Engineer's approval of design team	0.50%	1.00%	3 weeks
3	Engineer approval of Design Plan	0.50%	1.50%	
4	Submission of Planning Criteria and Presentation of Design alternatives for Architectural and Building services.	0.50%	2.00%	4 weeks
5	Submission of Planning Criteria and Presentation of Design alternatives for Structural services	0.50%	2.50%	5 weeks
6	Submission and Approval of Geotechnical Interpretative Report (GIR)	0.50%	4.50%	6 weeks

7	Submission and Approval of Design Basis Report (DBR) for Architectural and Building Services	0.50%	3.00%	6 weeks
8	Submission and Approval of Design Basis Report (DBR) for Structural Services	0.50%	3.50%	
9	Submission and approval of Final General Arrangement Drawing (GAD)	0.50%	4.00%	8 weeks
10	Submission of complete program schedule through BIM deliverable and BIMS supporting system for detailed design	0.50%	5.00%	10 weeks
11	Mobilization of design team till completion of the assignment	10.00%	15.00%	156 weeks
II Detailed Design Engineering (Price Centre-II shall be 85% of Value)				
1	Submission of Detailed Design and Good for Construction Drawings for Double Decker Station. Various components of Double Decker Station will be paid as per the following percentage on a pro-rata basis. The quantity schedule after being approved by the Engineer for making all stage payments is as follows:			
	a) Submission of detailed design and Good-for-construction drawings based on environmentally friendly green building concepts for architectural and building services works.	20.00%	35.00%	6 weeks to 10 weeks
	b) Submission of Detailed Design and Good for construction drawings for structural and civil works.	35.00%	70.00%	8 weeks to 16 weeks
	c) Submission of BOQ, cost estimates, and specifications based on environmentally friendly green building concepts for architectural finishes and building services.	5.00%	75.00%	12 weeks to 26 weeks
2	Submission of "Originals & design report with BIMS support.	5.00%	80.00%	-----
3	Construction Support Activities for Civil works for the First Year (Starts after 1 month from the date of award of Civil work to the contractor).	5.00%	85.00%	-----
4	Construction Support Activities for Civil Works for the Second Year (Starts after completion of the First Year).	5.00%	90.00%	-----

5	Construction Support Activities for Civil works for the Third Year (Starts after completion of the Second Year)	5.00%	95.00%	-----
6	Checking and certification of "As Built" Drawings and submission of reconciled calculations.	5.00%	100.00%	-----

Notes:

- 1) Wherever stage payment is indicated (column 3) for the particular "activity", 50% payment for that activity will be made on submission/presentation to Proof Checking agency/Bi-RIDE and the balance 50% on approval by Proof Checking agency/ Bi-RIDE. This will apply to activities at Sl.No.II.1
- 2) The invoices for the payment will be raised by the DDC at intervals of not less than a month.
- 3) In case the original contract period or extended period of the Civil contractor extends beyond the original contract period of consultancy for this assignment, then payment for extended construction support activities of DDC will be made @3% per annum of the original contract value.
- 4) The payment will be increased/reduced on a pro-rata basis for any increase/decrease in the actual Viaduct. The relevant clause for variation in quantity has been provided in the conditions of the contract.
- 5) Liquidated Damages will be levied for delay on account of DDC in completion of activities @ 0.03% of contract value per week of delay (for Sl.No.II.1) subjected to a maximum of 10% of the original contract value.
- 6) In case of delay in design and drawing submission, Bi-RIDE may engage IISc/IIT's to carry out detailed design and drawings. The actual cost of the design and drawings shall be borne by successful agency as charged by IISc/IIT's.
- 7) Above stage payment includes the Verification fees for temporary structures, Staging etc.,
- 8) In case of submission of drawing in a piecemeal manner, payment will be released on a pro-rata basis depending upon the quantum of work done and a mutually agreed basis.
- 9) The employer shall designate some of their computers for installation, by the DDC of software programme that the DDC intends to use for the design, programming, production of drawings etc. for checking and approval. All software shall be originals/authenticated and licensed by the manufacturer and issued at the DDC's cost.

TABLE-4

“Detailed Design Consultancy Services (DDC) - Detailed design stage as per Terms of Reference (Scope of Work) of 4 nos of Road over bridge (ROB) and 1nos Road Under bridge (RUB) along with construction of service road and drainages in Lieu of Level crossings (LC) along the Corridor-4 Heelalige to Rajankunte.” (Corridor 4 - LC Elimination). (LC 125, LC126, LC127, LC 130 and LC 134)

Sl. No	Nature of Activity	Stage Payment (in %age)	Accumulative Payment (in %age)	Progress Schedule (weeks from date of issue of LOA)
1	2	3	4	5
I Preliminary works (Price Centre-I shall be 15% of Value)				
1	Review of Alignment drawing & Topographical details and finalizing the type of structure and scheme of construction of 4 ROB's & 1 RUB	0.25%	0.25%	2 weeks
2	Engineer's approval of design team	0.25%	0.50%	3 weeks
3	Engineer approval of Design Plan	0.25%	0.75%	4 weeks
4	Submission and approval of General Arrangement Drawing (GAD)	0.25%	1.00%	5 weeks
5	Submission and Approval of Design Basis Report (DBR)	0.25%	1.25%	6 weeks
6	Submission and Approval of Geotechnical Interpretative Report (GIR)	0.25%	1.50%	
7	Submission of complete program schedule through BIM deliverable and BIMS supporting system for detailed design	0.50%	2.00%	8 weeks
8	Mobilization of design team till completion of the assignment	13.00%	15.00%	130 weeks
II Detailed Design Engineering (Price Centre-II shall be 85% of Value)				
1	Submission of Detailed Design and Good for Construction Drawings for 4 ROB's & 1 RUB. Various components of the 4 ROB's & 1 RUB will be paid as per the following percentage on a pro-rata basis. The quantity schedule after being approved by the Engineer for making all stage payments is as follows:			
	a) On submission and approval of Detailed Span Arrangement Drawing.	1%	16%	6 weeks to 12 weeks
	b) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Superstructure	17%	33%	8 weeks to 14 weeks
	c) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Substructure	22%	55%	12 weeks to 18 weeks

	d) On submission and approval of document and drawing in BIM deliverable format with BIMS supporting system for Foundation	22%	77%	12 weeks to 18 weeks
2	Submission of "Originals & design report with BIMS support.	6%	83%	-----
3	Construction Support Activities for Civil works for the First Year (Starts after 1 month from the date of award of Civil work to the contractor).	6%	89%	-----
4	Construction Support Activities for Civil works for the Second Year (Starts after completion of First Year).	6%	95%	-----
5	Checking and certification of "As Built" Drawings and submission of reconciled calculations.	5%	100%	-----

Notes:

- 1) Wherever stage payment is indicated (column 3) for the particular "activity", 50% payment for that activity will be made on submission/presentation to Proof Checking agency/Bi-RIDE and the balance 50% on approval by Proof Checking agency/ Bi-RIDE. This will apply to activities at Sl.No.II.1
- 2) The invoices for the payment will be raised by the DDC at intervals of not less than a month.
- 3) In case the original contract period or extended period of the Civil contractor extends beyond the original contract period of consultancy for this assignment, then payment for extended construction support activities of DDC will be made @3% per annum of the original contract value.
- 4) The payment will be increased/reduced on a pro-rata basis for any increase/decrease in the actual Viaduct. The relevant clause for variation in quantity has been provided in the conditions of the contract.
- 5) Liquidated Damages will be levied for delay on account of DDC in completion of activities @ 0.03% of contract value per week of delay (for Sl.No.II.1) subjected to a maximum of 10% of the original contract value.
- 6) In case of delay in design and drawing submission, Bi-RIDE may engage IISc/IIT's to carry out detailed design and drawings. The actual cost of the design and drawings shall be borne by successful agency as charged by IISc/IIT's.
- 7) Above stage payment includes the Verification fees for temporary structures, Staging etc.,
- 8) In case of submission of drawing in a piecemeal manner, payment will be released on a pro-rata basis depending upon the quantum of work done and a mutually agreed basis.
- 9) The employer shall designate some of their computers for installation, by the DDC of software programme that the DDC intends to use for the design, programming, production of drawings etc. for checking and approval. All software shall be originals/authenticated and licensed by the manufacturer and issued at the DDC's cost.

SECTION - 5

TERMS OF REFERENCE (TOR)

1. OBJECTIVE

Detailed Design Consultancy (DDC) Services for Elevated Viaduct of length 7.795 Km (-0.675km to Ch -0.050km & Ch 11.230km to Ch 16.755km & Ch: 16.755km to Ch 18.400km) and RoR {Ch: (-) 0+100, 12+400, 16+612 to 16+709} including Double Decker Viaduct (Rail cum Road Flyover) from Ch. 14+562.903 to Ch. 15+680.447, Double Decker Station at Mathikere, Entry /Exit structure, Ramp for Road Flyover, Y-loop ramp, BSRP Viaduct ramp at Benniganahalli, Hebbal, YPR Cabin FOB's, Multi Model Integration works, and other related infrastructural works of Elevated section in between Benniganahalli to YPR Cabin of Corridor -2 and Part work up to substructure from Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1, 4nos of Road over Bridge (RoB) and 1nos Road under Bridge (RuB) of Corridor -4, for Bengaluru Suburban Transport Project (BSTP) .

2. Description

In this package Bi-Ride has planned to construct a Viaduct Structure of approximate length 7.795 Km, including Double Decker Rail cum road bridge of ~~1.11~~ 1.12 Km and one number of Elevated double decker Station at Mathikere including Entry/Exit structures, up-ramp balance work of Benniganahalli station, RoR (Rail over Rail) etc. of corridor -2, part work up to substructure Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1, LC Elimination (LC 125, 126, 127, 130 & 134) works for Corridor 4 in between Heelalige and Rajankunte.

It has been decided that the construction of this Elevated viaduct and double-decker (Rail cum Road) and double decker & Elevated Stations, Loops and Ramps for flyover, ROB's RUB's etc., as detailed above will be carried out in BOQ mode for which the DDC tender is required to be floated.

3. Existing Data available

a) From Bi-RIDE

- Bi-RIDE has already prepared a Detailed Project Report (DPR) of BSRP works. The available DPR will be provided to the successful bidder on a written request for reference. Details if any need to be verified, reviewed, and incorporated for their correctness, and completeness for the development of General Arrangement Drawing (GAD) for the Flyover/Elevated Viaduct/Stations shall be done by the consultant.
- The following details also can be provided to the successful bidder which is already done by Bi-RIDE. Further design stages will be broadly based on the above documents;
- The General Alignment Drawing (GAD)
- Land Acquisition Plan
- Geotechnical investigation and Topographic survey details
- Commuter traffic data
- The field of intervention of the Detail Design Consultant will be in the following disciplines: Traffic study for inter-modal transfer facilities-for road and pedestrian traffic, pavements and kerbs, landscaping, traffic movement, road and station interfaces for the surrounding roads and neighborhood at Ground level of the station. Analysis and detailed design of Viaduct and Station components in terms of Structural and architecture services as detailed in subsequent sections.

b) From other Govt. agencies

- The data on proposed developments in and around the area which will influence the design of the viaduct and Station to be collected by DDC from various Govt. agencies like BDA, BBMP, NHAI, SWR, KSRTC, BMTCL, BWSSB, KRIDCL, etc. for which Bi-RIDE will assist DDC.

c) Bi-RIDE has already carried out Partial design works through previous Design and Build Contractor of Corridor-2 . Good for construction (GFC) drawings approved by GC/Bi-RIDE is available in Appendix-A of this tender document.

4. Teams

The following teams shall be formed by the DDC:

- I) Expertise teams for
 - a) Transportation Engineering.
 - b) Planning of Stations
 - c) Enable structures and Launching services
 - d) Architectural design
 - e) Structural design
 - f) E&M services
 - g) Interface Management
 - h) BIM Modelling and Drafting services
- II) Design Teams for
 - a) Geo Technical
 - b) Elevated viaduct Design including double-decker
 - c) Station Design including Steel roof and connecting bridges/FOBs
 - d) Subways and Retaining walls
 - e) Loops and Ramps
 - f) RE wall/Abutments
 - g) Architecture
- III) Internal Project Management Team.

5. Project Description and Scope

This document describes the General Scope of Services to be provided by the consultant. The Consultant is required to provide detailed design services exclusive for BSRP works. in complex urban environments.

Therefore, it is imperative that the Consultant has the requisite expertise in the preparation of cost estimates, bid documents, detailed designs, design Support during execution with proven experience in handling major construction projects of similar nature and magnitude.

Keeping in view the design services, the procurement of construction contracts, and the design support during construction, it will be necessary to carefully plan the activities for efficient execution. The Consultant is expected to reflect this requirement in their Technical and financial proposals when detailing the quantum of planning and design work to be undertaken.

- 5.1 **Scope of Works for Preliminary phase (including viaduct, Double Decker Viaduct, Double Decker Station and Loops and Ramps along with connected structures including Civil, Structural, Architectural Services, E&M, MMI works) part work up to substructure Ch:16+900 to 18+055 (from P 192 / UP 192 to C1-P10) at Yeshwanthpur of Corridor-1 and RoB at LC Elimination location (LC 125, 127, 130 & 134) & RuB at LC Elimination location (LC 126 for Corridor 4) .**
 - i. DDC shall identify the project requirements after review of available documents and other published information etc.
 - ii. DDC is required to propose suitable construction or launching methodology for works like Viaducts, Double Decker Viaduct, balance work of Elevated station, Elevated Double Decker station, Loops, and Ramps, Elevated Station etc., and prepare & submit comprehensive reports along with the methodologies proposed for finalization with Bi-

RIDE for construction works.

- iii. DDC shall suggest or finalize the type of structural elements for the Viaduct, Station and loops and ramps by proposing a suitable launching scheme and construction methodology by carefully studying the alignment and site conditions along with the suitability of the design to the construction methodology.
- iv. Identifying the requirements of Bi-RIDE regarding the integration of other flyovers with the proposed double flyover and other functional requirements.
- v. Details like Alignment, Topographical data, Geotechnical data, and Feasibility Report need to be verified, reviewed, and incorporated for their completeness, and correctness for the development of General Arrangement Drawing.
- vi. To Prepare the General Arrangement Drawings (GAD) for Double Decker viaduct and BSRP Corridor -2 viaduct in the format acceptable to Bi-RIDE/GC and other departments as intimated by Bi-RIDE.
- vii. The structural detail design for the RoB & RuB at Level Crossing (LC) Elimination Works of Corridor 4 shall be carried out by the successful bidder. The General Arrangement Drawings (GADs) for the LC Elimination Works are enclosed in Appendix D, and approval from the Railway Division (South Western Railway – SWR) is currently in progress. scope of work for the successful bidder shall also include carrying out any modifications to the submitted GADs as directed by the Department, to the complete satisfaction of SWR.
- viii. Conceptual architectural planning to be worked out which should be based on the principles of state-of-the-art international metro/Suburban rail planning standards including sound principles of transit-oriented development, multi-modal integration, property development, signage and wayfinding, environment-friendly green building design, barrier-free designs for disabled, inclusive planning, general site planning and landscaping.
- ix. The consultant is required to produce national & international case studies and should design the station elements & structures with suitable type/scheme/pattern of architectural finishes, furniture, fixtures, etc. based on environmental (green), life safety, fire, and noise requirements apt for BSRP stations and for all structures in an absolutely exhaustive manner and with due diligence.
- x. DDC shall develop a schedule of space requirements for individual structures within the limits of land and refine the space requirements to translate them into design submissions for optimum utilization.
- xi. The DDC shall produce sufficient design options for all structures and services covered in this contract. DDC shall also review the station locations including entry/exit structures and all ancillary buildings & develop designs considering the adaptability of the design as per site conditions. The limits of land may undergo changes after the final survey and the DDC shall make any adjustments necessary to the design to acknowledge the changes to the limits as defined.
- xii. Site development plans should include elements like compound walls, roads, footpaths, pavements, stormwater drains, rainwater harvesting pits, pavements, street-scaping, signage, public furniture & fixtures, etc.,
- xiii. The DDC shall develop alternative layouts and designs for the substructure, superstructure, and architecture of all elements to reduce construction costs without adversely affecting required transit system functions such as capacity, service life, reliability, economy of operation, or ease of maintenance. The consultant should prepare Alternate designs to explore various options for review/ recommendations and approval from the Employer.
- xiv. Each design alternative shall be presented in sufficient detail to clearly define the proposed design alternative including:
 - a. A description of the proposed design alternative and the comparative advantages and disadvantages of each.
 - b. Clearly illustrated sketches, drawings, diagrams, calculations, published reports, written descriptions, and other supporting documents for evaluating the proposal.
 - c. Concept schedule of materials and finishes
 - d. An approximate estimate of the amount of savings in construction cost.
 - e. Case studies, if any- National/ International in support of the alternative proposed

- f. Passenger circulation model, horizontal and vertical circulation and passageway requirements.
- g. Upon agreeing to the alternative design proposal, the DDC shall completely design and detail the Works,
- h. Based on the studies, the DDC shall prepare an initial statement of probable construction cost.
- xv. Preparing Design Basis Report (DBR) of viaduct, Double decker viaduct, stations, ROB & RUB for LC Elimination work and loops and ramps including structural, architectural, building services like water supply, sewage disposal, Rain water drainage, Rain Water harvesting, ventilation, Natural Lighting, UG/OH tanks, etc., for stations.
- xvi. Study and analysis of Geotechnical Investigations details/reports furnished by Bi-RIDE, to decide the type of foundation and to find the suitability of foundation for the structures during the development of GAD and preparation of Geotechnical Interpretation Report for viaduct/double decker viaduct, double decker stations, Elevated stations, ROB & RUB for LC Elimination work and loops and ramps.
- xvii. Preparation of BOQs, Technical specifications, and Construction Cost Estimates for the associated construction contracts.
- xxviii. The drawings for Architectural scope shall include Station Floor Plans for all levels, including all public and non-public areas, indicate vertical circulation elements, access and parking; load bearing and partition walls, fire separation walls, Automatic Fare Collection (AFC) equipment layouts, ancillary facilities and equipment and service rooms, facilities and spaces for station commercial trading functions, and any other required furniture, fixtures, and equipment, Station Sections and Elevations, keyed to the plans, including all major structural elements, vertical circulation elements, track-bed and drainage, walls and ceilings, doors, windows and other significant openings (excluding drawings for Architectural finishes that required to be submitted in detailed design stage)
- xix. Plan, design, detail, control, coordinate and execute the design phase of the Works to produce drawings, documents and reports to meet the key schedule dates included in the Agreement and as directed by Bi-RIDE.
- xx. Manage the design task for cost, schedule and performance compliance.
- xxi. Any other technical details about the structure required for the tendering, estimating & costing, Cost Comparison with BBMP/GOK proposals and BOQ finalization based on the GAD approved/likely to be approved.
- xxii. Submission of Drawings in BIM compatible format as per Annexure-1.
- xxiii. The DDC shall provide additional design and other information as may be required by the Bi-RIDE/GC.
- xxiv. Geotechnical/Structural analysis and design shall be carried out and all the balance GFC drawings shall be submitted within 90days after the award of contract or NTP

5.2 Scope of Works for Detailed Design Services

Bi-RIDE has already carried out Partial design works through previous Design Build Contractor in Corridor-2 . Good for construction (GFC) drawings approved by GC/Bi-RIDE is available in Appendix-A of this tender document. Balance detailed design works need to carried out by the successful bidder.

The scope also includes detailed design works of RoB & RuB at LC Eliminations of Corridor 4 LC 125, 126, 127, 130 & 134.

The DDC shall perform the services set out in this Agreement for viaduct/double decker viaduct, stations and loops and ramps with delivery/completion schedule and these services generally include and are not limited to;

5.2.1 Civil and Structural Services

- i. Perform Detailed design of Integrated Infrastructure various structural components for Viaduct, Double Decker viaduct, Elevated Stations, Double Decker Station and Loops and Ramps and other allied works with ultimate and service capacities of all components as per Tender stage drawings and as per the improvement suggested by GC/Bi-RIDE.
- ii. Perform Detailed design of Road Over Bridge (ROB) in lieu of existing LC 125 (Singena Agrahara) and 127 (Huskur). The scope mainly consists of the design of main components such as BOW String, Composite girders, Open / Pile

Foundation, Pier, Pier cap, RCC / PSC I girders with RCC slab, Reinforced Earth approaches/Retaining wall, road pavement works on ROB and approaches including Service roads with drainage system and Foot path. Scope also includes development of alternate roads, by making good of existing road or construction of new road, for temporary traffic diversion.

- iii. Perform Detailed design of Road Under Bridge (RUB) in lieu of existing LC 126 (Chintalamadivala). Structural design of RUB with precast segments by launching method or any suitable method as decided by the Engineer/Employer at the time of execution. Scope also includes design of approaches by providing ramp with necessary slope, drainage arrangements as per relevant code/orders, base slab, backfilling on side of walls with boulders/sand/gravels as per the instruction of Engineer, road pavement works and retaining walls in approaches including Service roads with drainage system and Foot path works as per the approved GAD. Scope also includes development of alternate roads, by making good of existing road or construction of new road, for temporary traffic diversion.
- iv. Overall stability of the structures in both the short and long-term conditions to be analyzed by the DDC during detailed design of structural works and integrity of structural members as a whole to be ensured by DDC.
- v. Detailing of final launching scheme/Construction methodology as required in the detailed design stage.
- vi. Review and approval of the design of enabling works/ temporary works and scheme of construction suggested by the Execution Team.
- vii. The design and drawings shall be in conformity with the latest IRS/IRC/IS codes and international codes of practice as per the requirement.
- viii. The design consultant shall attend the review meetings conducted by Bi-RIDE/GC from time to time as and when directed by Bi-RIDE.
- ix. The design Consultant has to carry out an independent analysis of the respective components of all Civil works, detailed layout to showing structural Skelton.
- x. The Consultant should have regular interaction with the Bi-RIDE/GC for Civil, and Structure work for detailed designs/drawings/guidelines/Site requirements & assist client to evaluate.
- xi. The Consultant shall ensure durability, Serviceability, structural adequacy, conformance to the design standards, aesthetics, and ease of construction for each structural component and other allied works.
- xii. To check and certify the revision in design and drawings of any structure due to change in site condition or any other reason, whatsoever it may be.
- xiii. To assist Bi-RIDE/GC in any technical matter discussion as and when required and give their specific opinion/comments.
- xiv. The Consultant will also analyze the soil investigation test data topographical contour, survey & hydrological study and comment on the report as and when required.
- xv. The design Consultant shall opt for suitable types of expansion joint and bearings along with load data and ensure their adequacy including installation details and provision for their replacement/maintenance.
- xvi. Foundational document outline the fundamental principles design codes, loading assumptions.
- xvii. Review detailed designs for temporary and permanent diversion works for all utilities affected by the viaduct and station works and change as necessary to accommodate DDC's detailed designs, taking into account utilities identified by Bi-RIDE/GC /Construction Contractors during execution and design structures accordingly.
- xviii. Coordinate and integrate designs and details with contractors and consultants employed by Bi-RIDE working on contracts pertaining/relevant to the site of works for this contract and contracts adjacent to the site of works for this contract.
- xix. Incorporate and coordinate changes in design due to system-wise interfacing.

- xx. Consult and coordinate with the various City and Government authorities who interface with the project. Employer/Employer's Representative will assist with the coordination.
- xxi. Prepare and submit Quality Control Plan to the Employer's Representative for approval & detailed list of design & drawings.
- xxii. Maintain Quality Control activity and an effective internal procedure for checking the accuracy of Work and assuring compliance with contract requirements.
- xxiii. Make available their services as and when required during the construction period to modify existing designs or drawings as necessary to incorporate site conditions and unforeseen conditions.
- xxiv. To assist the Bi-RIDE site supervision staff in clarification of queries resulting from the design.
- xxv. To review and confirm the contractor's prepared Fabrication and "As-Built" drawings.
- xxvi. Interfacing with designated departments like E&M/System, Stray current monitoring, etc.
- xxvii. Drawings for construction shall be in such detail as not to require further design or detailing to be carried out by the construction contractor except preparation of shop drawings.
- xxviii. Incorporate changes in design resulting from Bi-RIDE/GC/Proof Checking Agency design reviews.
- xxix. Prepare Detailed Design and Good for construction Drawings for approval and issue to the site for construction.
- xxx. Make available their services as and when required during the construction contract: to modify existing designs or drawings as necessary to incorporate site conditions and unforeseen conditions; to assist Bi-RIDE 's/GC site supervision staff in clarification of queries resulting from the design.
- xxxi. DDC should keep in mind that they should provide the most suitable options, methodologies; and strategies by way of value-engineered and optimized designs suited for the best interest of Bi-RIDE. Any new methodology proposed should be analyzed properly in terms of time, cost, suitability, affordability, and availability of the same locally.
- xxxii. The DDC shall solely be responsible for manpower resource planning to accommodate variations in schedule during the estimated design period, and such variations shall not constitute a claim for extended design services.
- xxxiii. DDC shall use the RDSO approved guidelines for the preparation of design basis reports, Detailed Project Report for BSRP, SOD of Bi-RIDE, relevant codes and standards to propose Outline Design Criteria and any other design specifications for approval by Bi-RIDE as the basis for developing the full design, Construction reference Drawings, Cost Estimates, and BOQs for all civil, Architecture, and structural works
- xxxiv. The Consultant shall perform an analysis of structures and submit their design calculations, and drawings (in BIM format) and report to Bi-RIDE/GC.
- xxxv. In case, any changes are required to be done during the execution of work, the Consultant shall check the changes in design & drawings and submit their comments/ certification within a reasonable time. This includes the revisions due to underground utilities or other site constraints including architectural changes.
- xxxvi. DDC is required to review and approve the scheme for the construction and erection of structural members with respect to the design proposed by the contractor. If it is found that the design is not feasible to be adopted due to site conditions or due to any other reasons, DDC will suggest necessary changes examining the reasons thereof.
- xxxvii. The Quality Assurance Plan (QAP) shall be submitted by the DDC to the Bi-RIDE/GC for approval. It shall identify the personnel, procedures, instructions, records and forms necessary to implement the plan.
- xxxviii. DDC shall study all subsurface data made available by Bi-RIDE. They shall be responsible for requisitioning any additional borings, geophysical surveys, and field and laboratory tests that may be required for the performance of the DDC services.
- xxxix. DDC shall develop and design a scheme for Rainwater harvesting.

- xl. DDC shall extend full cooperation and assistance in proof-checking the layouts, detailed design and other design data developed by him.
- xli. Detailed Calculations shall be prepared and preserved according to the best professional standards and compiled into sets that relate to particular aspects of design.
- xlii. DDC shall verify the as-built Drawings for all components of Civil and Architectural services based on available CSD, SEM and as Built Drawings provided by the construction contractor before the completion certificate for DDC is issued.
- xliii. Design of Ancillary infrastructure covers civil part of other services such as RCC trenches for cables, underground Storm water drain, foundation of heavy machineries etc.

5.2.2 Architectural and Building Services

The DDC shall perform the Services set out in this Agreement for all the stations in the package. These Services generally include, but are not limited to:

- i. The DDC shall submit a Design Brief describing in words, diagrams and graphics, and the Architectural Objectives. This Design Brief should take into account the following considerations:
 - a. The stations should be designed to allow for sufficient natural airflow through the concourse and platform areas in elevated stretches by preparing master layouts including site constraints, existing buildings & environmental impact.
 - b. There should be the optimized approach for space planning and themes to be followed for designing stations & also master layout of pedestrians vehicles.
 - c. The stations should be designed for fire and life safety requirements as per the prevalent building codes and standards
 - d. The detailing of every element within the station area is important, not only for visual and aesthetic reasons but to ensure that materials are durable and can easily be maintained.
 - e. Station boarding/alighting and the resulting entry/exit location requirements
 - f. The integration and coordination of the architectural finishes with the structure of MEP fittings and fire-fighting system.
 - g. Multi-Modal integration. Provision of links to existing parking facilities; subways, adjoining properties and footbridges.
 - h. Signage and Wayfinding.
- ii. The DDC shall prepare drawings with sufficient detail to fully describe the architectural design of the stations, entry/ exit structures, ancillary facilities, etc. in addition to property development premises Building Services and any structures for the commuters. The drawings shall be prepared to keep in view of the following;
 - a. Station, entry/ exit structures and ancillary buildings architectural design;
 - b. Fire and life safety requirement
 - c. Site design, landscape design and urban design;
 - d. In conjunction with the existing site characteristics that are to remain including heritage structures;
 - e. Pedestrian paths and vehicular links;
 - f. Multimodal integration and intermodal transport facilities etc.
 - g. Signage and wayfinding
 - h. Interfaces with proposed and potential future development projects
 - i. Environmental considerations including flood control.

- j. Hierarchies of public and private spaces (Pedestrians, Buses, Public Transport, Cars etc.)
- k. General concepts of building massing;
- l. Integration with existing and proposed property development; and
- m. Floor and ceiling finishes have good light-dispersing properties to enhance illumination.
- n. Cost-effective, construction-friendly, green concepts to be incorporated in internal and external finishes of all structures and holistic approach shall be insured.

Stage 1: Concept

Design brief, Preliminary site & massing module.

Stage 2: Preliminary

Floor plans Basic elevations, preliminary cost estimate.

Stage 3: Statutory

Drawings for Fire/.../Environmental approval) & Technical Specifications.

Stage 4: GFC

Finishing Schedule, Service layout

Stage: 5

As built.

- iii. The DDC shall prepare design solutions responding to requirements for public and private transportation facilities. The DDC shall prepare all the designs and drawings keeping in view the prevailing building rules.
- iv. The DDC shall identify and incorporate public transport and traffic engineering design requirements related to stations, ancillary facilities and property development.
- v. The DDC shall collect and analyse the flood data from the relevant authorities and propose solutions for flood control at interfaces and thresholds between proposed grade levels and stations and ancillary facilities.
- vi. The design criteria include Station Layout, Passenger Handling, Platform & Concourse Design Standards, Entrances, Escalators, Stairs & Lifts Design Standards, Design for access to persons with a physical disability, Corridor and Ramp Design Standards, Passenger Amenities, Access for Maintenance, Fire Protection, Provisions for Fare Collection, Building Materials and Architectural Finishes etc.
- vii. The DDC shall ensure that the Natural lighting and ventilation shall be harnessed to the maximum extent.
- viii. The DDC shall provide continuing support in the form of design data, design calculations, CAD files, and perspective sketches, [BIM] 3D computer model renderings of the Mathikere station and the like as requested, whether for promotion, approval, or other

Creating Virtual replicas of physical projects for better visualizations & collaborative planning. Illustrative purposes for Bi-RIDE/GC. DDC will provide technical assistance and drawings for Employer/Employer' Representative as and when required.
- ix. The design of the station to be safe in the event of a fire/emergency is of utmost concern. In this respect, the suitable necessary details must be incorporated into the design as per prevalent rules, regulations, codes, and practices. The durability of all station elements is important and as such the following considerations shall be incorporated into the design
 - a. Corrosion protection is required for all exposed and hidden metallic elements
 - b. Precautions must be taken to prevent bimetallic corrosion
 - c. The choice of finishes shall take into account durability and ease of maintenance, safety, fire resistance,

cost effectiveness, replaceability, aesthetic considerations, etc.

- x. The applications and drawings as required for approval by BBMP, BDA, BESCOM, KPTCL, DULT and other local authorities etc., are to be submitted and pursued for approval as deemed necessary to be done by the DDC. Employer/Employee representative will provide coordination for this purpose with local authorities.
- xi. The details of property development (wherever feasible including the floor area, and number of stories based on market potential and building laws) shall be worked out by the DDC.
- xii. The stations and allied buildings are to be designed as “Green Buildings” duly adopting green building design materials and construction practices. The design must include appropriate strategies to enable the building to score points against the relevant criterion of the Green Building Rating System and achieve the Platinum rating. The design should also facilitate the adoption of an environment-friendly construction process. To facilitate the DDC team should include a Green Building Consultant having experience in facilitating green building certificates of the building(s) under the LEED/IGBC/GRIHA rating system in the team. The credentials of the Green Building Consultant shall be submitted by DDC to Bi-RIDE for acceptance. Alternatively, DDC shall associate a Green Building Consultant having experience, as mentioned above, at his own expense. The Green Building Consultant duly approved by Bi-RIDE must be taken on board before start of design of station buildings or start of physical execution at any site of project whichever is earlier. DDC with the help of a Green building consultant shall carry out the activities detailed under Annexure-II.
- xiii. Perform detailed designs for building works, the fitting out of stations with architectural finishes and services.
- xiv. Co-ordinate and integrate designs and details with contractors and consultants employed by Bi-RIDE working on contracts adjacent to the site of works for this contract;
- xv. Prepare and update Architectural and Building Service Drawing to accommodate Combined Services
- xvi. Preparation of drawings, Bill of Quantities (BOQ), detailed specifications and Cost Estimate for Architectural finishes , E & M etc associated with construction contract.
- xvii. Incorporate and co-ordinate changes in design due to system-wide interfacing.
- xviii. Incorporate changes in design resulting from the Employer’s Representative’s design reviews.
- xix. Prepare necessary documentation and obtain necessary planning and other required approvals for the integrated complex consisting of Station designs, Station layouts, track supporting structures and conceptual layouts and drawings for property development (wherever feasible) from the relevant approving authority.
- xx. The conceptual drawings for Property development (wherever feasible) shall be made in coordination with relevant approving authorities;
- xxi. Prepare Detailed Design and Architectural Finishes Good for construction Drawings for approval and issue to the site for enabling construction.
- xxii. The Detail Design Consultant shall review construction methodology, design of any structures, Architectural finishing materials/ fittings and shop drawings required for architectural and building services during the construction.
- xxiii. Consultant will verify and certify the As-Built Drawings and Fabrication drawings for all components of Civil & Architectural services E&M before the completion certificate of DDC is issued.

6. Deficiencies of services

Deficiencies on part of the Consultant should be made good by the consultant without any cost and time implications to the Employer. Deficiencies may include but are not limited to:

- a. Not performing the Services as per the Contract for Consultant’s Services and undue delay in submission of designs & reports.
- b. Not acting impartially or acting in collusion with the contractor

- c. Failure to give proper and timely advice to the Client or the contractor to enable correction during execution
- d. Lack of proper coordination with the Client and the contractor to ensure smooth implementation of the Project
- e. Permitting sub-contracting of any works without authorization by the Client.

Note: For any of the above said deficiencies in services actions for the same shall be taken under Clause 2 of the conditions of the contract.

7. Deliverable Details

7.1 Preliminary Phase

The following deliverables shall be submitted under the scope of work during pre-tender engineering:

- Modified Alignment plan & profile and GADs for the flyover and BSRP rail viaduct. GAD should have the provision for proper lighting and drainage arrangement and other needed.
- Design Basis Report and Geotechnical Interpretation Report
- Based on approved concept design & schematic designs DDC will follow pretender activities i.e. Drawings, BOQs, work specifications, construction cost estimates along with rate analysis and reference rates for all items of BOQ, etc., and critically appraise and modify the cost estimate as necessary.
- The consultant shall prepare a comparative statement for the cost of construction vis-a-vis the cost of construction of the Viaduct and flyover when constructed independently If required by Bi-RIDE.

Deliverables for the Preliminary Phase will be (non-exhaustive list)

- BIM 5D format
- Master plans at 1/500 scale
- Landscape plans (Stations) at 1/500 scale
- Plans of all levels of individual stations at 1/200 scale
- Sections of individual stations at 1/200 scale
- Exterior & Interior elevations of individual stations at 1/200 scale
- Partial plans/sections/elevations at 1/100 scale

7.2 Detailed Design Engineering Phase

Value Engineering could be performed at this stage, before advancing more in design.

The production delivered for the preliminary phase will be further detailed and carried through; integrating all technical changes developed in parallel by Detail Design Consultant's engineering teams (building services and structural)

The same production will be carried through, integrating changes requested by other parties as well as technical elements developed by other fields (structure, Building services, etc.).

Deliverables for the Detailed design with a Tender phase of Architectural finishes will be in the form of (a non-exhaustive list).

- BIM 5D format
- Master plans at 1/500 scale
- Plans of individual Stations at all levels at 1/200 scale
- Sections of individual Stations at 1/200 scale
- Partial plans /sections /elevations at 1/100 scale.

7.2.1 Civil Works

At this stage it is necessary to precisely define and fine tune the main dimension of the structures, with integration of latest information from systems, and others services.

The interpretation of the Survey's Work campaign and its outputs will be incorporated at this stage.

To perform the Detailed Design of Civil Works the main interface features shall be validated as an input as also approved the Preliminary Design of the selected alternative(s).

The following deliverables will be prepared:

- Listing of coordinates of the leading points for the implantation of the Works
- Detailed Design of all structural elements of viaduct/double decker and stations
- General interface drawings
- Sketch of the various phases of the construction method
- Plan view of the various phases of the site boundaries with the authorized accesses to the site and the street temporary diversions

7.2.2 Interfaces:

The Tender Design & Detailed design, will require calculations to be performed, on the adequacy of member sizes, reports and drawings to ensure compatibility with contract provisions, proposed construction sequence, Interfaces, functional requirements etc.

The key aspects covered will be:

- a. Reference standards;
- b. Design Criteria;
- c. Interpretation of the additional geotechnical and hydro-geological investigations;
- d. Identification of the initial geological, geotechnical and construction risks and quantification of the mitigation measures and contingency measures during construction to reduce the residual risks;
- e. Construction method and construction sequence;
- f. Applied load cases and design assumptions;
- g. methods of analysis, which have to be appropriate and valid;
- h. geotechnical and structural design of the temporary and permanent works;
- i. ultimate and service design capacities of all components;
- j. overall stability of the structures in both the short and long-term conditions.
- k. water tightness requirements and proposed technical solutions;
- l. construction and reinforcement details;
- m. design of the mitigation measures;
- n. suitability of the design to the construction methodology adopted by the Contractor;
- o. integrity of structural members and structures as a whole;
- p. constructability;
- q. integrated Building Services.

7.2.3 Internal Project Management

In order to maximize the chances of achieving the project on time, a management team composed of experienced Project managers will be set up. This Project Management team will be the direct interlocutor for GC/Bi-RIDE.

7.2.4 Permanent and Temporary Drainage

The DDC shall design and detail permanent drainage of the Works excluding the connections of these to the

existing drainage systems located inside/outside the Bi-RIDE perimeter. The drainage systems to be detailed as part of the design shall include but not be limited to:

- a. Sumps and pumps inside any building or structures, whether above ground or below ground, for the collection of water other than foul sewerage;
- b. Drainage systems inside and outside any building or structure for the conveyance by gravity of water from the sump(s)
- c. Or other collection points to the appropriate sewer or drain of the drainage authority;
- d. Systems for the surface water drainage of reinstated roadways, landscaped areas, car parks and other paved areas associated with the works and for the conveyance of the surface water to the appropriate drainage system of the relevant drainage authority; and
- e. Drainage systems for the conveyance of water from Bi-RIDE track, to discharge points acceptable to the appropriate drainage authority.

7.2.5 Existing Utilities

The DDC shall review the listed utility conflicts and recommend modifications and diversions. The DDC shall also assist Bi-RIDE in the coordination with the concerned authorities that perform the design, diversions and modifications for enhancement of the utility capability due to the DDC design of the Viaduct and Stations. Bi-RIDE shall use this information for further action with the authorities concerned. If information is not sufficient for the detailed design, the DDC shall make recommendations for additional surveys to be done at project site. The DDC should review any relocation of utilities with the intent to minimize costs by designing for a permanent relocation initially instead of a temporary and then permanent relocation.

7.2.6 As-Built Drawings of the Works

- a. The DDC shall also review the as-built drawing and information submitted by the contractors to the Bi-RIDE continuously before the issuance of the Certificate of Completion by Bi-RIDE for the construction contract.
- b. For as-built drawings prepared by the contractor and where there is a deviation from GFC drawings prepared by DDC due to specific and unforeseen local underground site conditions, the DDC shall prepare relevant calculations reconciled with as-built conditions and information necessary for the maintenance of the works.

8. ORGANISATION OF THE DETAILED DESIGN CONSULTANT

8.1 General

The DDC shall establish an efficient organization for carrying out all services according to programme requirements. The organization shall provide effective management of the tasks of the contract including those that must be carried out concurrently by separate disciplines and teams. The organization shall also ensure that all information that becomes available during the design period is directed to the appropriate design teams and that effective checking procedures are continuously maintained to ensure that required standards are met. Proper coordination between the different disciplinary of DDC will be maintained. All the designs and drawings will be certified by all the experts of concerned disciplinarians like Structural, Architectural, etc.

Upon its appointment, the DDC shall promptly commence setting up its exclusive organization to the satisfaction of the Bi-RIDE and shall be housed in one place in Bangalore. All work by the DDC shall be performed in Bangalore unless otherwise approved by the Bi-RIDE in advance.

The DDC shall provide desk space in its offices for intermittent use by GC/Bi-RIDE staff. GC/Bi-RIDE may regularly inspect/ oversee the working of the DDC.

8.2 Performance

Notwithstanding any review of its organization structure, staff, or manning schedules, the DDC shall remain wholly responsible for providing the services. If in the opinion of the Bi-RIDE, the progress or performance of the DDC's work

is seen to be at any time inadequate to meet those requirements, the DDC shall take the necessary steps to improve them upon being so notified. If within a reasonable period, the DDC has not improved its progress or performance, the Bi-RIDE may by written notice require it to take additional measures, including changes in its organization, at no additional cost to Bi-RIDE. Such notice shall be in no way deemed to constitute a waiver of Bi-RIDE's rights to terminate the Agreements by reason of the DDC's breach of contract. Failure by the Bi-RIDE to issue such notice shall not relieve the DDC of its obligation to achieve the required rate of progress and quality of work.

9. STANDARD OF SERVICES

9.1 General

The DDC shall be responsible for the correctness and technical merit of its designs, calculations, drawings and all other documentation prepared by it in carrying out the services.

The DDC shall ensure that qualified and experienced staff are employed in sufficient numbers and those accurate, consistent, clear and easily read drawings and documents are produced in time.

The DDC shall comply with the provisions and procedures covering standards and codes, drawings and calculations. The DDC shall also comply with the checking procedures in the relevant section.

9.2 Standards and Codes

The standards and codes referred to in the design criteria, drawings, outline specifications and contract documents issued by the Bi-RIDE to the DDC shall be used in its design and, where appropriate, shall be quoted on drawings and other documents by it. However, any deficiency if noticed in the design criteria, etc., or possible improvements will be identified and immediately acted upon. Normally the DDC shall use the Standards given in this document for design requirements in preference to other national standards except when higher standard or better quality is required.

Should the DDC propose to adopt other standards or codes for its designs, it shall submit to the Bi-RIDE copies thereof, together with a statement as to the cost implication of adoption and substantiation that substitution is necessary. The DDC shall also demonstrate that other standards are equivalent or superior to those they intend to replace and it shall obtain the written approval of the Bi-RIDE prior to adoption.

9.3 Extent of Information

All designs and documentation produced by the DDC shall provide sufficient information and detail for tenderers to determine accurately the extent of the Works, submit firm prices and during construction, execute and maintain the Works.

Drawings, Specifications, and other information produced by the DDC for construction, or revisions of such documents, shall be submitted to the Bi-RIDE, in sufficient time for review and further issuance of a comprehensive package to the contractor. The DDC shall ensure that these documents are produced on time such that the construction contractor can plan and execute its works in accordance with the contract, including the construction program.

Drawings Good for construction shall be in such detail as not to require further design or detailing to be carried out by the construction contractor. The DDC's drawings shall show or include details of any unusual features of construction and shall include reinforcement drawings.

9.4 Calculations

Calculations shall be prepared according to the best professional standards and compiled into sets that relate to particular aspects of design.

Each set of calculations for a structure shall include, but not be limited to, a method statement including:

- a. A brief description of the structure and its assumed mode of action;
- b. The loads that will act upon the structure;

- c. The allowable stresses of the structure;
- d. A brief statement/description of the method of analysis used;
- e. A brief statement/description of the method of design;
- f. Deviations from codes/ practices etc.
- g. Details of the computer program used;
- h. A key to symbols used; and
- i. A design summary.

Each set of calculations shall be bound and shall include a cover sheet and index.

A statement certified by the DDC's Authorised and Approved Project Manager that the accepted checking procedures, as defined, have been carried out in full shall be attached to each set of calculations submitted to the Bi-RIDE.

Original calculations shall be submitted to the proof-checking. Each design calculation shall be signed in accordance with the requirements of the relevant Section. Original calculations shall be retained by the DDC and shall be produced at such times as may be required by the Bi-RIDE.

9.5 Drawings Prepared by DDC

All drawings shall be prepared in A-1 size and shall be produced by a CADD graphic system compatible with the Bi-RIDE system and as approved by the Bi-RIDE.

DDC shall submit to the Bi-RIDE as part of a progress register, a list showing drawing numbers, titles, scales and the progress status of all drawings planned for inclusion in the documents. The format of the progress register shall be as directed by the Bi-RIDE. The DDC shall update the register as required. All drawings shall be checked for compliance with design specifications and for accuracy by the DDC's design staff and shall also be subjected to the checking procedures as detailed.

9.6 Computer Programs

The DDC shall submit details and verification of all computer programs it intends to use to the Bi-RIDE for acceptance prior to use in making calculations. These shall include the computer program manuals or alternatively an abstract of their main functionalities, input and output printout of a typical example and previous records of its use by the DDC. The DDC may also be required to perform test calculations using the program so that the results may be compared with those obtained by other means.

10. CHECKING PROCEDURES

10.1 General

The expertise team shall carry out the checking procedure.

The DDC shall establish a Quality Assurance Plan (QAP) and a system of internal checking and approval of all designs, including calculations, drawings and other documents prepared in-house and issued by it, to the Bi-RIDE for acceptance.

The purpose of the checking shall be to ensure accuracy and consistency, as well as compliance with current requirements, standards, codes and the requirements of this and contract document. Proof-checking agency to be engaged by Bi-RIDE with each batch of documentation for acceptance at the final submission and subsequent submissions.

Internal checks shall be carried out by personnel who have experience and competence as far as possible equal or superior to the originator, but who have not been involved in producing the original design.

10.2 Design Calculations

Each calculation, including any amendments thereto, shall be endorsed as checked and approved prior to issuing to the Bi-RIDE by being initialed and dated by both the originator and the checker. The handwritten signature of

Authorised personnel will be borne on the cover sheet of each design calculation.

10.3 Drawings and Documents

Each document and drawing, including any revisions thereto, shall be endorsed as checked and approved before issuing to the Bi-RIDE by being initialed and dated by both originator and checker. In addition to compliance with the requirements of the documentation, each drawing, where appropriate, shall be checked to ensure compliance with the DDC's certified design calculations.

10.4 Certification

A certificate signed by the Project Manager of the DDC stating that all drawings and documents have been checked and approved in accordance with the DDC's approved Q.A. Plan shall accompany all documents and drawings issued by the DDC to the Bi-RIDE for acceptance. The person preparing the design and drawing will initial all documents prepared by him. Certification that such a check has been carried out shall be issued to the Bi-RIDE with each batch of documentation for acceptance at the final submission and subsequent submissions.

10.5 Quality Assurance Plan

The Quality Assurance Plan (QAP) shall be submitted by the DDC to the Bi-RIDE for approval before any work is submitted by the DDC for approval by the Bi-RIDE.

The QAP shall identify the personnel, procedures, instructions, records and forms necessary to implement the plan with the following minimum requirements:

- Certification process of drawings and documents for issue;
- Organizational structure;
- Design control - including study and design input/analysis;
- Checking of documents;
- Document control;
- Internal quality audit; and
- Corrective action.

The DDC shall also identify the requirement of Quality Level and incorporate a Quality Level List in the QAP for each construction contract.

10.6 Quality Audits/Monitoring

Quality Audits and monitoring of the DDC's QAP will be conducted by Bi-RIDE at intervals commensurate with the DDC's activities. Corresponding costs shall not be borne by the DDC.

10.7 Proof Checking

The deployment of proof checking agency shall be in the scope of Detail design consultancy. The DDC shall appoint a proof check consultancy only from the Institutions listed below. (the "Proof Consultant"):

- 1. IISc Bengaluru.**
- 2. IIT Chennai.**
- 3. IIT Mumbai.**

The Proof Consultant shall:

- a) Evolve a systems approach with the Design Director so as to minimize the time required for final designs and construction drawings; and
- b) Proof checking of the detailed calculations, drawings, and designs, which have been approved by the Design Director of DDC.

No review and/or observation of the Authority's Engineer and/or its failure to review and/or convey its observations

on any Drawings shall relieve the DDC of its obligations and liabilities under this Agreement in any manner nor shall the Authority's Engineer or the Authority be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they shall, along with the affected Works, be corrected at the DDC's cost.

The DDC shall be responsible for delays in submitting the Drawings, caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in respect thereof from the Authority; and

The DDC warrants that its designers, including any third parties and proof check consulting agency engaged by it, shall have the required experience and capability in accordance with Good Industry Practice and it shall indemnify the Authority against any damage, expense, liability, loss or claim, which the Authority might incur, sustain or be subject to arising from any breach of the DDC's design responsibility and/or warranty as set out in this Clause.

Any cost or delay in construction arising from review by the Authority's Engineer shall be borne by the DDC.

10.7.1 The payment for the proof checking agency shall be borne and paid directly by successful bidder (Detail design Consultant)

10.8 Responsibility

Notwithstanding acceptance by the Bi-RIDE, the DDC shall remain responsible for the quality of the documents.

11. SUBMISSION OF DOCUMENTS

The DDC shall deliver all the drawings and documents produced/prepared in connection with this contract except the rough note/ draft etc. They will be packaged as directed by the Bi-RIDE.

11.1 First Submission

- 3 full size (A-1) sets of drawings
- 3 sets of design calculations
- 3sets of Construction Tender Documents
- 3copies of the Design Report
- 3copies of the Construction Programme and
- 3copies of additional topographical surveys, field surveys, site investigations and utility Surveys if conducted.

11.2 Final Submission

- 5 full size (A-1) sets of drawings
- 5 half size (A-3) sets of drawings
- 5 sets of design calculations
- 5 copies of the Design Report
- 5 copies of the factual report on geo-technical investigations (if relevant)
- 5 copies of the Geotechnical Design Summary Report.

11.3 Submission of Originals

- 5 half size (A-2) sets of prints of drawings;
- 5 copies of Construction Cost Estimates;
- 5 copies of Final Design Summary Report;
- 5 sets of CAD diskettes for drawings;
- 5 set of Quantity Take off Sheets;

11.4 Submission of Construction Drawings

- 6 sets of all conformed drawings marked "Good for Construction".

11.5 Submission of "As-Built" Drawings

- Six sets of "As-Built" drawings prepared by the contractor, endorsed by the DDC.
 1. 1 set for Office
 2. 1 set for site
 3. 1 set for Design
 4. 1 set for Client HO
 5. 1 set for site HO
 6. 1 set for Contractor

12. SOFTWARE SUPPORT

The Consultant shall provide copies of all computer programs, licenses valid for the full duration of the contract and full support to the Employer or Employer's Representative for all computer programs used/proposed to be used, by the DDC under this Contract.

12.1 Computer Programs

The DDC shall submit details of all computer programs and tools it intends to use during the design process. The DDC may also be required to perform test calculations using the program so that the results may be compared with those obtained by other means. Software support to be supplied in Bi-RIDE should be with name, validity till the duration of the contract, etc.

The Consultant shall submit a software support plan immediately after the award of work but before the commencement of software installation. This plan shall require the Consultant to provide all changes, bug fixes, updates, modifications, amendments, and new versions of the program as required by the Employer/ Employer's Representative.

The Consultant shall provide all tools, equipment, manuals and training as necessary for the Employer / Employer's Representative to use, maintain and re-configure all of the software provided under the Contract.

The Consultant shall submit all new versions to the Employer/Employer's Representative for a Notice at least 2 weeks prior to their installation. New Versions of any program shall not result in any non-conformance with the Specification, or degrade the operation of the System.

The Consultant shall a) ensure that all new versions are fully tested and validated on the simulation and development system prior to installation, b) deliver to the Employer and the Employer's Representative any new version, together with the updated Operation and Maintenance Manuals.

The Employer/Employer's Representative shall not be obliged to use any new version and that shall not relieve the Consultant of any of his obligations. Any effect upon the performance or operation of the computer-controlled system that may be caused by a new version shall be brought to the Employer/ Employer's Representative's attention including updating the files to suit the new version.

12.2 Error Correction

When a fault is discovered within delivered software or documentation, the Consultant shall take necessary steps to rectify errors or faults at the earliest.

The Consultant shall provide written details as to the nature of the proposed correction to the Employer's Representative.

The Consultant shall notify the Employer promptly of any fixes or patches that are available to correct or patch faults.

The Consultant shall detail any effect such fixes or patches are expected to have upon the applications.

12.3 Training

The Consultant shall provide training for the Employer's staff to enable them to make proper use of any software, and training for any new versions.

13. KEY DATES, CVs OF THE PERSONNEL, GTI, DELIVERABLES & DRAWINGS

13.1 Time Schedule:

The services shall be delivered as per the Schedule of deliverables of Section - 9 / Price Schedule.

- 13.2 The list of the Good for Construction Drawings (GFC Drawings) approved by the GC/Bi-RIDE in Appendix-A along with tender document. Balance detail design works need to be carried by the successful Bidder.

- 13.3 CVs of the personnel proposed to be engaged:

The list of Minimum Key Technical personnel and Support staff required for the work along with their qualifications and experience is mentioned in Appendix-B & need to be stationed at office.

- 13.4 Geotechnical Investigations

The list of investigations and tests required for the work is mentioned in Appendix-C.

- 13.5 Deliverables:

The lists of deliverables for each key delivery are mentioned in Section-9 Price schedule.

- 13.6 Drawings:

Alignment drawing & GAD's of elevated sections of corridor-2 and GAD's of Corridor 4 LC Eliminations in Appendix-D.

- 13.7 List of structures completed by previous contractor in Appendix -E

ANNEXURE-I

BUILDING INFORMATION MODEL (BIM) REQUIREMENTS

Building Information Modelling and Common Data Environment for life cycle

1.0 Introduction

- 1.1 Bi-RIDE has conceptualized an integrated Building information model solution in a cloud-based Common data environment (CDE) as part of its Digital Strategy of Bi-RIDE covering all stakeholders. Broadly it covers 3D, Schedules & construction planning management, Cost Estimation & Estimation and Asset handover. The common data environment is being deployed for effective, efficient, accurate capture, management, control, retrieval, distribution, and archive all types of information (Project documents, Field reports, CAD 2D/3D models and drawings) in context across all Bi-RIDE stakeholders throughout the lifecycle of the project. The system will be compatible to PAS, 1192-2-2014, PAS1192-3-2014 Standards and BS 1192: 2007.
- 1.2 Access will be provided to stakeholders for the production and federation of data within the common data environment.
- 1.3 Bidder will need to be accessing Bi-RIDE's digital platform for at least the mentioned functions as applicable as per bidder's respective scope of work. However, the function list is indicative and precise activities from bidders on Bi-RIDE's digital platform will be updated and communicated to bidders on time to time basis.

2.0 Deliverables by Bidder for BIM Collaboration

- 2.1 Creation of 3D engineered intelligent Models using discipline-specific modeling/engineering applications.
- 2.2 Creating 2D drawings in CAD – plan, section, elevation and other relevant details (based on specific engineering disciplines). Drawings must only be derived from 3D models.

- 2.3 A clear identification of Work In progress documents, Shared and published documents should be made available for model federation, clash avoidance and interfacing, available for other dependent disciplines of engineering
- 2.4 Model geometry, drawing production and BOQ and schedules are required to be extracted from the federated BIM model
- 2.5 Modelling should be done considering the future requirements of Facility management and asset management. Data parameters from the data schema will need to be considered by the project team.
- 2.6 Bidder need to comply with the following requirements regarding the production of all the drawings/models.
- 2.7 Model file production principles
 - a) Bidder need to follow British Standard BS 1192:2007+A2:2016 for Collaborative production of architectural, engineering and construction information - Code of practice as a guide for drawing practice, convention, CAD data structure and translation.
 - b) Bidder needs to model all design and construction information as an individual discipline model and then collaborate it in the single master 3D composite model, using object-based software, allowing for 2D models to be extracted as required.
 - c) Bidder needs to create and share details of individual components of 3D models for each discipline involved.
 - d) Bidder needs to share all individual discipline models as well as the collaborated single master model through the Engineering Information Collaboration System for review by GC/Bi-RIDE. Clash detection and resolution process will run in this composite area. All 3D model data together with all 2D drawing extractions needs to be spatially coordinated with the Geospatial System.
 - e) The 3D models created need to be spatially coordinated with the Geospatial System. UTM/WGS84 coordinate system needs to be followed for proper geo-referencing.
 - f) Each of the components in the 3D models needs to have relevant attributes attached to it to make the 3D model intelligent and rich with Attributes
 - g) The 3D models need to be created using 3D seed/ Template files. Seed / Template files will standardize all the new drawings that one creates. It will standardize the same global origin, color table, cell library attachments, working units, views, etc.
 - h) The 3D model needs to be capable enough to be exported to IFC and i-model without loss of data.
 - i) The different components in the 3D model need to be tagged with a unique ID (based on the asset dictionary/asset classes created in advance) and need to be part of the intelligent attribute for a component.
 - j) A 3D model needs to be created with intelligence built/ related to it to be effectively handed over to the Operation and Maintenance phase so that O&M personnel can use the intelligence in the model to carry out their tasks and make decisions.
 - k) The 3D model must be enabled to produce dynamic 2D drawings and manage 2D drawings in a 3D environment
 - l) 3D model to be in sync during the construction and final model "As built" should also be provided
 - m) Ensure that the 3D model should have a life beyond construction (> 7 years) and should be functional for upgradation without incurring costs to Bi-RIDE to facilitate remodeling or renovation
 - n) The BIM models should support activities during all the stages of the project including, planning, conceptual design, tendering, detailed design, scheduling, construction, and operations. The bidder provides BIM Object Parameter placeholders in each modeled object within the native model and as a separate

text/database/CSV file. The level of development (LOD) and Level of Information (LOI) of the model required at each stage will be provided in EIR (Employer's Information Requirements – see note below).

2.8 Model file composition

- a) Bidder needs to generate model files using seed files/templates (2D and 3D). Seed files/templates will standardize all the new drawings that one creates. It will standardize the same global origin, color table, cell library attachments, working units, views, etc.
- b) All model files need to be created at a 1:1 scale

2.9 Model Outputs

Within the engineering collaboration system, the central premise is that only approved data is shared. Each discipline WIP area can only reference data from the shared area i.e. approved data. When this data comes together in the composite model it can be fully coordinated and composite renditions can be produced in 3D.

3.0 Model Reviews

- a) Bidder needs to ensure that the level of complexity and granularity for each discipline CAD model is appropriate for the stage of Work.
- b) Bidders need to ensure that all disciplines integrate and coordinate their outputs in terms of both spatial and functional provision. This shall be demonstrated through the extensive use of coordinated design review sessions which shall include for the coming together of all relevant discipline models into a common master model (model composite) where engineering assurance and coordination checks shall take place.

4. Coordination and integration – Drawing Packages

- a) Within the BIM environment each of the disciplines needs to reference other models in a timely manner for coordination purposes. The head of each discipline group shall decide the extent and nature of supporting discipline data that shall be displayed in each of their own discipline drawing submissions. Clash detection software routines need to be run on the multi-discipline model and on combined master models and any clashes resolved. The reports of which will be submitted on request of the Engineer
- b) All CAD drawings need to be comprised of 2D models extracted from the 3D master model. Any subsequent design scheme changes that are required to be fully coordinated shall be modeled in 3D and the drawing extraction re-run to produce revised plots.
- c) All plot composition files need to be checked as prescribed by the workflow setup in the engineering collaboration system before submission to the Engineer.

5. Important Notes:

- a) After the award of the contract, the Consultant shall conduct a post-contract BIM Execution Plan (BEP). This plan shall contain information including but not limited to the BIM Goals or outcomes that are to be realized on the project, software to be used, file formats, collaboration model/workflow, and information exchange requirements. As part of this BIM Execution Plan, the Consultant shall, in agreement with Bi-RIDE also submit a milestone-based BIM delivery schedule in line with contractual key dates, as well as specific models and analysis that meet Bi-RIDE 's requirements that are to be progressively developed and delivered. The Consultant will adhere to the deliverables provided in the BIM Execution Plan.
- b) The Consultant shall appoint qualified modelers, operators / BIM coordinators and BIM Managers, whose credentials and qualifications shall be submitted to Bi-RIDE for their approval.
- c) Migration of any graphical and non-graphical information post the notification of the BIM and CDE system go live is also the responsibility of the bidder as per the
- d) For adopting this BIM and CDE system Bi-RIDE will issue the Employers Information document in due course

and the bidder must be compliant to this document. EIR will enlist the standards, methods, and procedures) including and not limited to BIM objectives, goals, roles and responsibilities, metadata, Master deliverable list, Master Information delivery plan, task Information development plan, pre and post-contract BIM execution plans and workflows (for Ex: drawing production; sharing, federation, Review and approval, publishing and rendition to I-model, IFC /or PDF). Asset Information Requirements (AIR) will also be provided in due course by Bi-RIDE which will broadly contain, asset naming conventions, asset data dictionary and asset collection methodology.

ANNEXURE-II

GREEN BUILDING CERTIFICATION FACILITATION

The Station and other building works included in the scope of work of this contract are to be designed and constructed as a Green Building as per GRIHA/IGBC MRTS Rating System. The Rating System under which certification to applied shall be decided by the Employer. The DDC Team deputed for the project shall include a Green Building Consultant having experience in green building certification of the building(s) under the LEAD/IGBC/GRIHA Rating System. Alternatively, the DDC shall associate a Green Building Consultant, having experience as mentioned above, at his expense, who will contribute in the adoption of green building design process and green building materials and provide his services to assist the construction team during construction to adopt GRIHA/IGBC compliant construction process/methodology to achieve highest feasible rating.

1. SCOPE OF WORK AND METHODOLOGY

The Consultant shall provide sustainable design assistance and necessary consultancy services for the project to incorporate green building practices and strategies as per the various rating systems to make the building capable of obtaining the highest feasible rating. The consultant shall devise strategies, in consultation with the Engineer-In-Charge, to enable the building to scope points against various criteria under the rating system. These criteria would fall into the following categories.

- a) Sustainable Site Planning.
- b) Construction Management.
- c) Water Management.
- d) Energy Optimisation.
- e) Sustainable Building Material.
- f) Indoor Environment & Comfort.
- g) Solid, Waste Management.
- h) Socio–Economic Strategies.
- i) Performance Metering and Monitoring.
- j) Life Cycle Costing.

The specific categories and criteria applicable to the project would depend upon the rating system.

2. GREEN BUILDING CERTIFICATION FACILITATION

The Green Building Consultant will work with the design team, other consultants, and the Contractor to coordinate and facilitate Green Building Certification/ Rating for Stations of BSRP.

This will include:

- 1. Facilitating Project Registration.
- 2. Collection of field data including photographs and other evidence.
- 3. Conducting Credit Analysis based on Provisional design and review of design if required.
- 4. Coordinate with related consultants/contractors for design finalization and facilitate preparation and submission of applications for Green Building Rating.
- 5. Preparing replies to queries related to the project.
- 6. Organising Site visits by a team of a Rating agency or their representation.
- 7. Coordination with Contractors and final document submission.

8. Follow up with the Rating Agency.

The detailed scope of work under Green Building Certification facilitation is as follows:

2.1 PREPARATION OF FEASIBILITY REPORT

The Feasibility Report will include Credit Analysis and target rating level. The Consultant will create and update as required, a project matrix that describes the specific tasks to be implemented by various members of the design team and compile documentation pertinent to the Rating System.

2.2 DESIGN FACILITATION AND DOCUMENTATION SCOPE

Assist the design team in obtaining the highest possible rating as per the Owner's requirements and the Architect's design. Review calculations and provide technical support for obtaining credit under relevant/selected criteria. The scope shall include the following activities:

- a) Provide guidelines for specifications related to critical environmental criteria for the product types selected (e.g. VOC Limits, prohibited compounds, minimum levels of recycled content, etc.) and on submittal requirements. Provide technical specifications meeting the Green Building Rating requirement for inclusion in the tender document subject to review by the Employer/Engineer.
- b) Prepare and provide all necessary templates for the design team, so as to meet Green Building Rating requirements.
- c) Facilitate the project team in preparing the application and documentation as stipulated by the Rating Agency. The documentation process will require collaboration and cooperation from the design and construction teams. Drawings or drawing files, cut sheets, and other information will be provided to the Consultant by the design team. It will be the Consultant's responsibility to communicate with the design & contractor's team for the documentation required, the form required and within the proper time frame.
- d) The Consultant team will filter, cross-validate, verify consistency, add value and consolidate to make the document suitable for submission to the Rating Agency.
- e) Scrutinize the documents before submission to the Rating Agency. Provide inputs on previous credit interpretation requests.
- f) The Consultant would hand-hold the team on all aspects related to rating right from registration of the project to achievement of the Green Building Certification.

2.3 ANALYSIS AS PER RATING SYSTEM

The Consultant shall conduct Analysis/Simulation/Modelling for various parameters as required by the Rating System. These include Energy Analysis, Façade Analysis, Lighting Level and Day Lighting Analysis, Terminal Envelope Analysis, etc.

The Analysis/Simulation shall be carried out as prescribed by the Rating Agency using software specified by them, or by NBC 2016 or ECBC 2017 if any. These should be available in a form in which it can be uploaded to the website/portal of the Rating Agency.

2.4 EXECUTION GUIDANCE

- a) The Consultant shall guide the construction team on (i) Site planning and development including protection of trees, (ii) Air, Soil, and Water Pollution Control, (iii) Socio-economic strategies dealing with the provision of water, hygienic living condition and sanitary facilities for construction workers, (iv) Site Safety requirement in line with the requirements under the Rating System.
- b) The Consultant shall guide the Bi-RIDE Team on various strategies for increasing awareness about the environment among employers, contractors staff, passengers and other stakeholders.

The Consultant shall also provide publicity material (in soft form) for the Awareness Campaign.

2.5 COMMISSIONING, OPERATIONS & MAINTENANCE

- a) The Consultant shall guide the Project team regarding requirements related to Commissioning Documents to be obtained for Suppliers/Contractors and review the documents.
- b) The Consultant shall also recommend metering, monitoring and documentation systems which are to be followed during operations and maintenance as required under the Rating System. These systems should cover water, energy, indoor air quality and other parameters required to be monitored as per the Rating System or as committed by Bi-RIDE during the Rating process.
- c) The Consultant shall prepare guidelines/procedures to be followed during O&M to meet the requirements of the Rating System and to fulfil the commitments made by Bi-RIDE during the Rating process.

2.6 It would be the responsibility of the Consultant to:

- a) Appoint/depute a Competent team having sufficient manpower for this work.
- b) Prepare the entire documentation in close coordination and collaboration with the Bi-RIDE team.
- c) Prepare and Provide all necessary templates for the design team to meet the requirements of the Rating System.
- d) Scrutinize all documents before submission.
- e) Work closely with the Rating Agency which includes participation in meetings, discussions, writing reports, making presentations, online submissions, and visits to the office of the Rating Agency (maximum four visits).

3. DELIVERABLES

Sl. No.	Deliverables
1.	Feasibility Study Report.
2.	Project Registration with Rating Agency.
3.	Energy Simulation and Daylight Simulation Report.
4.	Verification and vetting of ECS, TVS, electrical drawings and other relevant drawings as per the requirement of the Rating Agency.
5.	(a) Site inspection reports for each station & RSS.
6.	(b) Site inspection reports for visit by certification to Rating Agency.
7.	Submission of documents required by certification to Rating Agency.
8.	Clarification on the comments of the Rating Agency.

APPENDIX-A

The Good For Construction Drawings (GFC Drawings) approved by the GC/Bi-RIDE is enclosed as Attachment - 1

APPENDIX-B

LIST OF MINIMUM KEY TECHNICAL PERSONNEL

The list of Minimum Key Technical personnel required for the work is as under. The DDC shall have a competent team of the following personnel, so as to complete the work satisfactorily as per various requirements of the contract. The contents in the tables below shall be read in conjunction with all the notes given underneath.

Key Experts to be engaged

Sl. No	Position	Qualifications & Experience	Service Required
1.	Team Leader (Civil Engineer) (Max. Age: 65 Years)	Minimum Educational Qualification: Graduate in Civil Engineering Desirable Educational qualification: Postgraduate in Civil Engineering having the subject of structural engineering, with Minimum 18 years of post-qualification experience in structural design	Full time available at Bangalore (to achieve the Key Dates)
2.	Structural Design Expert-1 (Max. Age: 62 Years)	Minimum Educational Qualification: Graduate in Civil Engineering Desirable Educational qualification: Postgraduate in Civil Engineering having the subject of structural engineering Minimum 12 years of post qualification experience in detailed structural design	Full time available at Bangalore (to achieve the Key Dates)
3.	Structural Design Expert- 2 (Max. Age: 62 Years)	Minimum Educational Qualification: Graduate in Civil Engineering Desirable Educational qualification: Postgraduate in Civil Engineering having the subject of structural engineering Minimum 12 years of post-qualification experience in detailed structural design	Full time available at Bangalore (to achieve the Key Dates)
4.	Structural Design Expert-3 (Max. Age: 62 Years)	Minimum Educational Qualification: Graduate in Civil Engineering Desirable Educational qualification: Postgraduate in Civil Engineering having the subject of structural engineering Minimum 12 years of post-qualification	Full time available at Bangalore (to achieve the Key Dates)

		experience in detailed structural design	
5.	Foundation Expert (Max. Age: 62 Years)	Minimum Educational Qualification: Graduate in Civil Engineering. Desirable Educational qualification: Postgraduate in Civil Engineering having the subject of Geotechnical/Soil Mechanics/Foundation Engineering Minimum 8 years of post qualification experience in civil works.	Full time available at Bangalore (to achieve the Key Dates)
6.	Alignment Expert (Max. Age: 62 Years)	Minimum Educational Qualification: Graduate in Civil Engineering. Desirable Educational qualification: Postgraduate in Civil Engineering minimum 8 years of post qualification experience in the Design of Rail/ Metro Rail track alignment using alignment design software	Full time available at Bangalore (to achieve the Key Dates)
7.	Architectural Design Expert-1 (Max. Age: 62 Years)	Minimum Educational Qualification: Graduate in Architecture Desirable Educational qualification: Postgraduate in Architecture Minimum 12 years of post qualification experience in detailed Architectural design	Full time available at Bangalore (to achieve the Key Dates)
8.	Expert in Building and Electro-Mechanical Services(Max. Age: 62 Years)	Minimum Educational Qualification: Graduate in Mechanical Engineering or Electrical Engineering Desirable Educational qualification: Postgraduate in Mechanical Engineering or Electrical Engineering Minimum 12 years of post qualification experience in the design of Electromechanical works.	Full time available at Bangalore (to achieve the Key Dates)

9.	Traffic/Transport/Multi-Modal Integration Expert	Minimum Educational Qualification: Graduate in Civil/Transport Engineering Desirable Educational qualification: Postgraduate in Transport Engineering Minimum 8 years of post qualification experience in detailed Transport planning /Traffic integration	Full time available at Bangalore (to achieve the Key Dates)
10.	Expert in Building Information Modeling	Minimum Educational Qualification: Graduate in Civil Engineering/ Architecture/ Electrical Engineering/Mechanical Engineering Minimum 3 years of post qualification experience in the relevant field.	Full time available at Bangalore (to achieve the Key Dates)

Notes:

- 1) The CVs of all personnel shall be submitted for approval, at least 1 week in advance before deployment for approval of the Employer in respect of the Key personnel. The Employer reserves the right to reject the candidatures of the personnel if not found suitable, and in such a case, other suitable personnel have to be proposed within a week of rejection. There is no limit on the number of rejections, in case the candidates are not found suitable. For this purpose, the DDC shall have a list of candidatures of meritorious candidates befitting the concerned roles along with their willingness to join.
- 2) The performance of the personnel engaged will be monitored during the progress of the work. In case of unsatisfactory performance of any person, as observed by the officials of the Employer, she/he shall be replaced at the earliest, but not later than 2 weeks. No plea on account of delay in finding a suitable replacement will be entertained and Liquidated Damages/Penalties will be imposed, in case of any delay in achieving the timeframe mentioned in the Schedule of Deliverables & Payments provided in section 4B.
- 3) The scope and number/duration of Key Experts, Engineers and Support staff mentioned above is suggestive, and not exhaustive. If the above staff are found inadequate during any stage, then additional staff, as required, shall be engaged forthwith without compromising the quality of design or any other assigned work, by the DDC at their own cost, to complete all the activities within the time frames specified for the Schedule of Deliverables & Payments provided in section 4B. No plea that the scope/number/duration/expertise/experience of the Key Experts/Engineers/Support staff is/are insufficient to complete all the activities within the time frames specified for the Schedule of Deliverables & Payments given in Section 4B, will be entertained and Liquidated Damages/Penalties will be imposed, in case of any delay in achieving the Schedule of Deliverables & Payments mentioned in section-4B. All the above personnel have to be approved by the competent authority of the Employer well before engagement.
- 4) In order to approve the candidates for various roles, the Employer needs sufficient time to go through the profiles and interact with the proposed candidates before allowing them to be engaged on the project. In view of this, though time limits for submitting the candidatures to the Employer have been specified above, it is in the earnest interest of the DDC to propose the candidates well in advance of those timelines.
- 5) Non-deployment of the Key Expert as per approved manpower plan leads to imposition of Penalty of Rs 2,00,000 / - Per Key Expert per month.

- 6) The proposed Key Expert shall not be changed till the completion of the work. Under emergent circumstances, in case they are required to be changed, the new incumbent should have similar or better experience and qualification than as required above. These changes are permitted only with the approval of the Employer. Change in Key Expert for one time without penalty is permitted. However, for subsequent changes there will be Penalty at Rs 1,00,000 / - Per Key Expert unless the change is desired by the Employer.

APPENDIX-C

The Geotechnical Investigation Reports are enclosed as Attachment-2

APPENDIX-D

The Alignment Drawings and General Arrangement Drawings (GAD's) are enclosed as Attachment -3

APPENDIX-E

List of structures completed by previous Contractor are enclosed as Attachment -4

SECTION – 6

Contract for Consultancy Services

SECTION 6:
CONTRACT FOR CONSULTANT'S SERVICES

between

[Name of Client]

and

[Name of Consultants]

Dated:

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I. FORM OF CONTRACT

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

_____, 2026____, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultant").

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Key Personnel and Sub-consultants

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

Appendix E - Cost Estimates in Indian Rupees

Appendix F - Form of Bank Guarantee for Advance Payments

Appendix G - Format for Performance Security

Appendix H - Form of Contract Performance Security (BANK GUARANTEE)

Appendix I - Form of Consultants Services Time Based

Appendix J - Form of Contract TIME-BASED

Appendix K - Form of Contract Agreement

Appendix L – Letter of Acceptance

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

Appendix N-Format for Bank Guarantee

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

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

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

FOR AND ON BEHALF OF [NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(Authorized Representative)

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

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

[Name of Member]

By

(Authorized Representative) [Name of Member]

By

(Authorized Representative)

I. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. "Client" means [the implementing/ executing] agency that signs the Contract for the Services with the Selected Consultant
- c. "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- d. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- f. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- g. "GC" means these General Conditions of Contract;
- h. "Government" means the Government of Karnataka;
- i. "Local currency" means Indian Rupees;
- j. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the PCC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- k. "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- l. "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- m. "PCC" means the Particular Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- n. "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- o. "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- p. 'Third party' means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.
- q. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to

conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract

- r. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curriculum Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal..
- s. Graduate" means a Bachelor's degree holder such as BE/BTech/Equivalent.
- t. "Post Graduate" means a Masters degree holder such as ME/MTech/MS

1.2. Law Governing the Contract:

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

1.3. Language

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

1.4. Notices

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

1.5. Location

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

1.6. Authorized Representatives

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

1.7. Taxes and Duties

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

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

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

2. Commencement, Completion, Modification and termination of Contract

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Modification

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

2.5. Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6. Suspension:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such

failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7. Termination

2.7.1. By the Client

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

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

For the purpose of this clause:

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

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

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

2.7.2. By the Consultants

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

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

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

2.7.3. Cessation of Rights and Obligations

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

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

2.7.4. Cessation of Services

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

2.7.5. Payment upon Termination

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

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

2.7.6. Disputes about Events of Termination

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

3. Obligations of the Consultants:

3.1. General

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

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

3.2. Conflict of Interests

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

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

3.2.2. Procurement Rules of Funding Agencies

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

3.2.3. Consultants and Affiliates Not to engage in certain Activities

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

3.2.4. Prohibition of Conflicting Activities

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

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

3.3. Confidentiality

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

3.4. Insurance to Be Taken out by the Consultants

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

3.5. Accounting, Inspection and Auditing

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

3.6. Consultants' Actions Requiring Client's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract;
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and
- (c) any other action that may be specified in the PCC.

3.7. Reporting Obligations

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

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

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

3.9. Equipment, Vehicles and Materials Furnished by the Client

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

4. Consultants' Personnel and Sub-Consultants

4.1. General

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

4.2. Description of Personnel

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

4.3. Approval of Personnel

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

4.4. Working Hours, Overtime, Leave, etc.

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

4.5. Removal and/or Replacement of Personnel

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

replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced

4.6. Resident Project Manager

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

5. Obligations of the Client

5.1. Assistance and Exemptions

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

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

5.2. Access to Project site.

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

5.3. Services, Facilities and Property of the Client

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

5.4. Payment

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

6. Payment to the Consultants:

6.1. Cost Estimates; Ceiling Amount

- a) An estimate of the cost of the Services payable in the local currency is set forth in Appendix E.

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

6.2. Remuneration and Reimbursable Expenditures

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

6.3. Currency of payment:

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

6.4. Mode of Billing and Payment

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

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

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

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

II. PARTICULAR CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 u	The Member in charge is: For the Client: General Manager/Design, Bi-RIDE or any other person authorized by Bi-RIDE on his behalf For the Consultant:
1.4	The addresses are: Client: BENGALURU INTEGRATED RAIL INFRASTRUCTURE DEVELOPMENT ENTERPRISE LIMITED (Bi-RIDE), Samparka Soudha, 1st Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bengaluru -560 010 Email: gmpurchasement@kride.in Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____
1.5	The Services shall be performed in Bengaluru and at site locations in Bengaluru or at such locations as are specified by Employer and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as Employer may approve.
1.6	The Authorized Representatives are: For the Client: General Manager (Design), Bi-RIDE or any other person authorized by him on his behalf
Additional Para 1.7.3	Change in the Applicable law related to Taxes and duties. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the contract price. 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: - a change in the Laws of India including introduction of new laws and repeal or modification of existing laws; or - in the judicial or official governmental interpretation of such laws of India; or - the commencement of any Indian law which has not entered into effect until the date of submission of proposal; or

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	d. any change in the rates of any of the Indian taxes that have direct effect on the contract. If as a result of change in law, interpretation or rates of taxes defined above, Consultant benefits from any reduction in cost for the execution of the Contract, save and except as expressly provided for in this clause or in accordance with the provisions of the Contract, Consultant shall within 28 days from the date he becomes reasonably aware of such reduction in cost, notify Employer of such reduction in cost and the contract price shall be adjusted accordingly as mentioned above.
2.1	The contract will become effective on the date of issue of Notice 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	Commencement of Services: The services shall commence from the day of issue of LOA. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
2.3	'Expiration of Contract: The time period shall be in 2 parts: Part A – Completion of Design – 6 (Six) months Part B – Construction Support during execution – 30 (Thirty) months from the date of commencement of Service. The period of the contract under this Bid will be Three years including Construction support. Optionally, Bi-RIDE may also extend the maintenance and support contract for subsequent period as may be mutually agreed and upon such terms and conditions as may be decided by the Parties.
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 Experts, Sub- consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
Additional para 2.5.4.1 Payments	In case of Force Majeure each party shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such Force Majeure event.

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Additional Para 2.5.5	Measure to be taken: i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. iii. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client/Employer, shall either: a. Demobilize, in which case the consultant shall be reimbursed for additional cost they reasonably and necessarily incurred, and, if required by the Employer, in reactivating the services; or b. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this contract. And be reimbursed for additional costs, reasonably and necessarily incurred. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses PCC.
2.7.2	Termination by the Consultants – Not Applicable for this contract.
Additional Para 2.7.3	The Contractors' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 (ii) hereof;
Additional Para 2.7.3.1	Obligations of the Parties i) The Contractor shall perform all Services in accordance with the Scope of the Work/Services as stated in the section 'Scope of Work' of Section 5, including all related Works/services thereof. ii) The Contractor shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement. iii) Neither party will make any promise, representation nor give any warranty or guarantee with respect to services and products, which are not authorized by the other party. Neither party shall have the right or authority to assume or to create any

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	obligation or responsibility to assume or to bind on behalf of or in the name of other party in any manner apart from the rights and obligation arising out of the terms and conditions of the Contract.
Add 2.7.3.2	Effect of Cessation: Notwithstanding any other rights and remedies provided elsewhere in the Agreement, on termination of this Contract: i) Neither party will represent the other party in any of its dealings. Either party shall not intentionally or otherwise commit any act(s) as would keep a third party to believe that the other party is still providing services as provided under this Contract. ii) Both the parties will settle, within seven working days of Termination of this Contract all the outstanding dues of the other party save and except the dues under dispute. iii) Each party shall not use each other's name, trademark, brand name, logo, etc. in any visual form after termination of this Contract. iv) Bi-RIDE shall not be prevented from usage of CDE solution which would have been already developed and implemented under the scope of contract. v) For the incomplete modules Bi-RIDE may obtain the services from other agencies at Implementation Partner's risk and cost, upon such terms and in such manner as it deems appropriate and the Contractor shall be liable to the Bi-RIDE for payment of any excess cost over and above what was agreed to in the contract for such similar services. The expiration or termination of the Contract for any reason whatsoever shall not affect any obligation of either party having accrued under the Agreement prior to the expiration or termination of the Contract and such expiration or termination shall be without prejudice to any liabilities of either party to the other party existing at the date of expiration or termination of the Contract.
Add 3.1. 1 General	Law Applicable to Services: i. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law and the Contract. ii. Provisions of IS 18299:2023(Code for Structural Design & Proof Checking Consultancy Services) shall be applicable to this contract. iii. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when. iv. as a matter of law or `official regulations, the Recipient's country prohibits commercial relations with that country; or

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	v. by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Recipient's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
Additional Para 3.2.1.1	The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
Additional Para 3.2.4.1	Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
Additional Para 3.3.1	Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
3.4	The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in GCC Clause 2.2. The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of value equal to the Contract value. (b) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client's country; (c) Employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and

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	(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
Additional Para 3.4.1	The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds one (1) time the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".
3.6 (c)	The other actions are: "Taking any action under the contract for which the written approval of the Client is required".
3.6(d)	The hiring of sub consultants which shall be as per Para 3.6(a) of GCC be subjected to prior approval in writing by the Client, shall be only for highly specialized component of work.
3.8	Add para The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
Additional Para 3.8.1.	Proprietary Rights of the Client in Reports and Records: The Consultant shall not use the reports, relevant data, information such as maps, plans, drawings, specifications, designs, databases, diagrams, other documents and software, supporting records or material compiled or prepared by the Consultant for the Employer in the course of the Services for purposes unrelated to this Contract without the prior written approval of the Employer.
Additional Para 3.9.1	Modify Equipment, Vehicles and Materials Furnished by the Client Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

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Additional Para 4.2 (d)	“Key Experts, Non-Key Experts or Subconsultants who are found to be in breach of the Consultant’s Code of Conduct (ESHS) (e.g., spreading communicable diseases, sexual harassment, gender based violence, illicit activity or crime) shall be replaced by the Consultant, or at the Client’s written request.”
Para 4.4	Working Hours, Overtime, Leave etc - Not Applicable for this contract.
Additional Para 4.5.1	i) In case substitution is requested by the Consultant/asked by the Employer for the Key Experts evaluated during the Technical Proposal, Consultant shall forthwith provide as a substitution, a person with equivalent or better qualifications and experience subject to the approval of the Employer. For others, the Consultant shall forthwith provide as a substitution, a person fulfilling the minimum requirements of age, qualification and experience in the relevant field of deployment as specified for similar category of Experts subject to approval of the Employer. If suitable substitution of Key Experts is not deployed within the timeline decided in consultation with the Employer, it shall be treated as non-deployment of that Key Expert and deduction shall be made as stated in the relevant clause.
Additional Para 4.5.2	Removal of Experts or Sub-consultants If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant’s Expert or Sub-consultant has engaged in Prohibited Practices while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement. In the event that any of Key Experts, Non-Key Experts or Sub- consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide is placement. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
4.5 c)	Replacement/Removal of Experts -Impact on payments : Not applicable for this contract.
Additional Para 4.5.3	Replacement/Removal of Experts -Impact on payments Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
Additional paras in 5.1	(d) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract. (e) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

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	(f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
Clause 6.1 c	Deleted
Additional Paras of 6.1	d) Payments under this Contract shall be in Indian Rupees e) The Joint venture agreement needs to be registered under "the Registration Act 1908" after the issue of LOA, Incorporation of the JV is not expected. Payment can be made to the lead member or individual partners as provided as provided in the JV agreement.
Additional Paras of 6.2	d) The Client shall pay to the Consultant for the work done as per Price Schedule. No other payment towards remuneration of Key Experts & other staff shall be paid by the client as the cost of these are inclusive in the price schedule.
Clause 6.4(a)	Not Applicable for this contract.
Additional Para 6.4 (f)	The Itemized Invoice: The Consultant shall have to submit its itemized statements monthly only.
Additional Para 7.1.1	If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause PCC 7.3 shall apply.
Additional Para 7.2	Claims, Disputes. "Any dispute arising between the parties to this agreement/contract shall be subject to the exclusive jurisdiction of Courts in Bengaluru Only".
Additional Clause-1	Deleted
Additional Clause-2	Employer reserves the right to re-apportion the deployment period between the same category of personnel or different categories of personnel based on the ratio of remuneration rates.

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Additional Clause-3	Employer reserves the right to re-apportion the deployment period between the same category of personnel or different categories of personnel based on the ratio of remuneration rates.
Additional Clause- 4	Deleted
Additional Clause-5	Communications i. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the PCC.1.4 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the PCC1.4.
Additional Clause-6	Authority of Member in Charge: In case the Consultant is a Joint Venture, the members hereby authorize the member as specified in the Item no.16 of 3L Draft Memorandum of understating (MOU) of section-3.
Additional Clause-7	Commissions and fees: The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
Additional Clause-8	Termination of Contract for Failure to become Effective: If this Contract has not become effective within two months after the date of Contract signature, either Party may, by not less than Sixty days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by the either party, neither party shall have any claim against the other party with respect here to.
Additional Clause-9	Entire Agreement: This contract contains all covenants stipulations and provision agreed bythe Parties. No agent or representative of either Party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation promise or agreement not set forth herein.
Additional Clause-10	Deleted
Additional Clause-11	Deleted

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Additional Clause-12	Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
Additional Clause-13	Performance Security: 3% of the Contract Value. 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. The Contractor shall deliver the Performance Security to the Employer after receiving the letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by a bank and from within a country (or other jurisdiction) approved by the Employer, and shall be in the form as given in Section 6 or in another form specifically approved by the Client. The Performance Security/additional Performance Security shall be, at the Contractor's option, in any of the following forms: An unconditional Bank guarantee 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 The bank guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under: a Schedule Bank in India, or a Foreign Bank having their operations in India, or a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India, The Scheduled Bank 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 In case the contractor is a JV; "The Performance Security shall be submitted by any member of the JV/Consortium on behalf of the JV/Consortium in favour of Bi-RIDE. However, Submission of Performance Guarantee Security by individual partner on behalf of the JV shall in no way dilute their Joint & Several responsibilities. The

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	Employer shall be entitled to recover the amount of Bank Guarantee at its discretion.” 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. The Guarantees shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate or passing of the Final Payment Certificate whichever is later. However, on completion of specified section(s) and successful passage of defect liability period for such section(s) along with execution of any leftover works at the time of completion of such section(s), the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data subject to the condition that Engineer certifies that no recoveries are pending in the contract. In case Engineer points out amount to be recovered then the contractor shall be entitled for release of 90% of the proportionate Performance Security calculated as specified in Contract Data minus the amount to be recovered. Without limitation to the provisions of the rest of this Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation or as a result of a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly submit Performance Guarantee @ 10% of the increased amount over the original contract price in a specific currency. On the other hand if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ 10% of the decrease in contract price from the original contract price in a specific currency shall be returned to the contractor, on his request. Wherever the contract is terminated under Clause 15.2, the Performance Guarantee shall be encashed by the Employer: i) in full not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; - Or ii) at the discretion of the Employer it may be en-cashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs i.e. $P = (A \times B) \div C$ where P=Proportionate Bank Guarantee Amount.

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	A=Contract price of the particular bill/schedule to which the terminated part of work belongs. B=Performance Guarantee amount in terms of GCC sub clause 4.2. C=Total Contract price. not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to which the terminated part of the work belongs, in case of termination in part/parts. The balance work should be got done separately, and independently by BI-RIDE without risk and cost of the original contractor. The original contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm would be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/partnership firm. In case the contractor fails to perform the contract or any JV partner fails to perform its obligations under the JV agreement, which is a part of this agreement, the Employer may issue notice of such default to the said JV partner or the JV (depending upon reasons of default) and declare the said JV partner or the JV as Poor Performer. The issue of such notice shall automatically debar the JV partner or JV, as the case may be, from participating in any BI-RIDE tender from the date of issue of notice of default. The relevant performance security submitted by the Contractor or submitted on behalf of JV partner to the extent not due for release at the time of contemplation of such action shall be encashed and forfeited either fully or in proportion of the percentage share of that partner in the JV agreement, as the case may be. • The Performance Security shall be for an amount of 3% (Three percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. The contractor shall have the following options; (i) to submit full performance security for an amount equal to 3% of the contract price; - or (ii) Deleted. The contractor shall not be entitled to any interest on the amounts so recovered. However, the contractor shall be entitled for release of recovered amount of performance security against submission of bank guarantee of an equivalent amount, maximum three times during the contract. 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.

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	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. b) Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. c) The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.
Additional Clause-14	Security Deposit The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank in favour of BI-RIDE free from any encumbrance, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, Bi-RIDE may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Security) may not exceed 10% of the total value of the contract. However, if the consultant desires the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract. Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid security by the Contractor with his tender will be returned by the Bi-RIDE. Note: After the work/services are fully is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him. (i) Refund of Security Deposit: Security Deposit mentioned in clause above shall be returned to the Contractor along with or after, the following: (a) Final Payment of the Contract and (b) Execution of Final Supplementary Agreement or Certification by Engineer that BI-RIDE has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period. (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a

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	whole under clause 2.7 of GCC, the Security Deposit already with Bi-RIDE under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 2.7 of GCC, the Security Deposit shall not be forfeited. i. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 50 (a) of this clause will be payable with interest accrued thereon. Note: If bidder submits Bank Guarantee (BG) of 5% of contract value for the period till defect liability period the security deposit shall not be recovered in each bill.
Additional Clause-15	Priority of Documents: The documents forming the contract are to be taken as mutually explanatory of one another. The priority of documents shall be as stated in the Particular conditions of Contract. If there is an ambiguity or discrepancy in the documents, the engineer shall issue any necessary clarification or instruction to the consultants The documents forming the part of the contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Employer shall issue necessary clarification or instruction to the consultant which shall be binding on the consultant; and priority of the documents shall be as follows: i) The Contract Agreement ii) The Letter of acceptance iii) Amendments to the tender documents issued by the Employer if any iv) Responses to the pre bid queries issued by the Employer if any v) Financial Bid vi) Invitation for Bids vii) Instructions to the bidders viii) Scope of work ix) Particular Conditions of Contract x) The General Conditions of Contract xi) The consultant's proposal and xii) Any other document forming part of the contract.
Additional Clause-16	The Consultant shall provide to the Authority, within 30 days of the Commencement Date, evidence of professional liability insurance maintained by its Design Director and/or consultants to cover the risk of professional negligence in the design of Works. The professional liability cover shall be for a sum of not less than [6% (Six per cent)] of the Contract Price and shall be maintained until the end of the Defects Liability Period.
Additional Clause-17	17A: Patents and Infringement Indemnity The Consultant warrants that all designs, drawings, specifications, reports, software, methodologies, processes and other deliverables provided under the Contract shall not infringe any patent, copyright, trademark, industrial design or other proprietary rights of third parties. The Consultant shall indemnify and hold harmless the Client, its personnel and

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	representatives against all claims, proceedings, damages, losses, liabilities, costs and expenses arising out of any actual or alleged infringement of patent or other intellectual property rights related to the Services or Deliverables furnished by the Consultant, except where such infringement arises from requirements or data specifically provided by the Client. 17B: Rights of Use by the Client The Consultant grants to the Client a perpetual, irrevocable, royalty-free, non-exclusive license to use, reproduce, adapt and further develop all documents and deliverables prepared under this Contract for the purposes of construction, operation, maintenance, modification, extension and rehabilitation of the Project. 17C Third Party Proprietary Rights Where the Consultant incorporates patented systems, proprietary tools, licensed software or other third-party intellectual property in the Services, the Consultant shall obtain all necessary approvals and licenses for use by the Client under the Contract without additional cost to the Client unless otherwise specifically provided. 17D Remedy in Case of Infringement If any Deliverable becomes subject to an infringement claim, the Consultant shall, at its own cost and without delay: (a) obtain for the Client the right to continue use of the Deliverable; or (b) replace or modify the infringing portion so as to avoid infringement without reducing performance or functionality; or (c) indemnify the Client against all resulting losses and liabilities. 17E Reuse of Documents Use of the Consultant's documents by the Client for purposes other than the Project without the Consultant's participation shall be at the Client's risk, provided such restriction shall not limit the Client's rights under Clause 17B. 17F Survival The provisions of this Clause shall survive completion or termination of the Contract.
Additional Clause-18	Provisions of IS Code IS 18299:2023 Structural Design and proof checking shall be applicable for this contract.

IV. APPENDICES

Appendix A: Description of Services

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

Appendix B: Reporting Requirements

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

Appendix C: Key Personnel

Sl.no	Position	No.s	Min. Qualification	Min. Experience
1				
2				

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

Appendix E: Cost Estimates in Indian Rupees

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

Refer CPP portal BoQ (excel file)

Appendix F: Form of Guarantee for Advance Payment

FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

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

Ref: _____ Bank Guarantee _____

Date: _____

Dear Sir.

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

_____ Contract (hereinafter called the "Contract") (**Scope of work**) and the Employer having agreed to make an advance payment to the Consultant for performance of the above Contract amounting to

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

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

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

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

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

which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and Consultant any other course or remedy or security available to the Employer. The bank shall not be

relieved of its obligation under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other

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

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

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

Dated: this _____ day of _____ 20 at _____
WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address) Designation (with Bank stamp)

Attorney as Power of _____ Attorney No. _____

Dated _____

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

Notes:

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

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

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

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

"The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of client as detailed below."
Beneficiary Name: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi- RIDE)

Bank Name: Canara Bank

Branch: Prime Corporate (Bengaluru)

Bank A/c No. 9921201002074

Bank IFSC Code: CNRB0002636

Signature and Seal of the Guarantor

In presence-of

Name and Designation

1. (Name, Signature & Occupation)

Name of the Bank Address

2. (Name & Occupation) Date

Format for Performance Security

To

.....,

Bi-RIDE .

.....

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

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

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

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

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

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

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

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

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

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

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

Beneficiary Name:
Bank Name and Bank Address:
Bank A/c No.
Bank IFSC Code:
Signature and Seal of the Guarantor

In presence of
Name and Designation
1. (Name, Signature & Occupation)
Name of the Bank Address

2. (Name & Occupation) Date

FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)

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

From:

Name and Address of the Bank.....

.....

To:

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

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

AND

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

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

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

give reasons for its demand or the amount demanded.

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

Date.....

Place.....

[Name in block letters]

Note :

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

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

3. *In case the Contractor is a JV, the Performance Security is required to be furnished any member of JV/Consortium on behalf of the in favour of the Employer.*
4. The Scheduled Bank issuing the Bank Guarantee must be on “Structured Financial Messaging System (SFMS)” platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer’s Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.
5. The Issuing Bank shall send the SFMS to:
Beneficiary: Bengaluru Integrated Rail Infrastructure Development Enterprise Limited (Bi- RIDE)
Bank Name: Canara Bank

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

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

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

Signed by
.....

for and on behalf of the Employer
Contractor in the presence of

Witness, Name, Signature, Address, Date

Signed by.....

for and on behalf the
in the presence of

Witness, Name, Signature,
Address, Date

FORM OF ADDITIONAL PERFORMANCE SECURITY (BANK GUARANTEE)

(On non-judicial stamp paper of the appropriate value in accordance with Karnataka Stamp Act.

The stamp paper to be in the name of Executing Bank)

From:

Name and Address of the Bank.....

.....

To:

The Managing Director,

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

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

AND

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

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

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

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

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

Date

.....

Place.....

[Signature of Authorised person of

Bank]

.....
[Name in Block letters]

.....
[Designation]

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

.....
Bank's Seal

[P/Attorney] No.....

Witness:

1. *Signature*
Name & Address & Seal
2. *Signature*
Name & address & Seal

Note :

- 1 *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
- 2 *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*
- 3 *The Bank Guarantee should be duly attested by Notary public with notarial stamp of appropriate value affixed thereon.*
- 4 In case the contractor is a JV; "The Performance Security shall be submitted by any member of JV/Consortium Partner on behalf of the JV/Consortium in favour of Bi-RIDE".
- 5 The Scheduled Bank issuing the Bank Guarantee must be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.

The Issuing Bank shall send the SFMS to:

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

Bank Name: Canara Bank

Branch: Prime Corporate (Bengaluru)

Account No.

9921201002074

IFSC Code: CNRB0002636

Office of the...No. Date:

WORK EXPERIENCE CERTIFICATE

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

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

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

Note:

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

Signature :

Name of officer.....

Designation:

.....

Address:

Office seal:

Phone/FAX No.:

Date :

Appendix - L

Letter of Acceptance
[on letterhead paper of the Employer]

Date.....

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

FORM OF EMD/BID SECURITY (BANK GUARANTEE)

WHEREAS _____ having _____ its _____ registered _____ office _____ at _____ (hereinafter called the Bidder) has submitted his bid dated for the work "-----
-----" (hereinafter called "the Works") KNOW ALL
PEOPLE by these presents that we, _____ having its registered
office at _____ (hereinafter called the Bank) are
bound unto the Managing Director, Bengaluru Integrated Rail Infrastructure Development Enterprise
Limited (Bi-RIDE), Bengaluru (hereinafter called "the Employer") in the sum of ₹.
_____ (Rupees _____)
_____ for which payment well
and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these
presents; SEALED with the Common Seal of the said Bank this day _____

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bids validity specified in the Form of Bid.
- OR
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid Validity.
 - a. Fails or confuses to execute the form of Agreement in accordance with the instructions to Bidders, if required; or
 - b. Fails or refuse to furnish the Performance Security, in accordance with the instruction to Bidders; or
 - c. Does not accept the correction of the Bid Price pursuant to clause 24.

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

This Guarantee will remain in force up to and including 225 days after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

Appendix N

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT

To,.....(Name of the Employer)

..... (Address of the Employer).

Whereas..... (Name and Address of the contractor)

(herein after called the Contractor) has undertaken, in pursuance of contract no.....

Dated:.....(Name of the contract and brief description of the work) (herein after called the Contract)

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of ₹. [amount of guarantee] Rupees [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

Signature and seal of the guarantor _____ Name of

Bank _____

Address _____ Date _____

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