



GOVERNMENT OF KARNATAKA

**DEVELOPMENT OF
“BENGALURU SIGNATURE BUSINESS PARK”
ADJACENT TO KEMPEGOWDA INTERNATIONAL AIRPORT AT
DEVENAHALLI, BENGALURU**

**REQUEST FOR PROPOSAL
(Re-Tender)
(e-procurement mode only)**

**PROJECT CONSULTANCY SERVICES FOR
DETAILED DESIGN FOR TRUNK INFRASTRUCTURE
&
PROJECT MANAGEMENT CONSULTANCY (PMC)**

FEBRUARY, 2018



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CONTENTS

SECTION	DESCRIPTION	PAGE No.
Section I	Letter of Invitation	1
Section II	Information to Consultants (ITC)	5
	Data Sheet – Information to Consultants	23
Section III	Qualification & Technical Proposal – Standard Forms	34
Section IV	Financial Proposal – Standard Forms	51
	Bidding as a Consortium : Standard Forms	58
Section V	Terms of Reference	65
Section VI	Contract for Consultant's Services	85
	I Form of Contract	88
	II General Conditions of Contract	91
	III Special Conditions of Contract	103
	IV Appendices	112
Annexure-I	Summary of Preliminary Infrastructure Plan	118

SECTION 1. LETTER OF INVITATION

1. The Government of Karnataka (GoK) is in possession of approx. 407 Acres 3 Guntas of land situated adjacent to and along the northern boundary of the Kempegowda International Airport, Devenahalli, Bengaluru. Considering the strategic location of the land, the GoK is desirous to develop a Signature Project - **“BENGALURU SIGNATURE BUSINESS PARK”** on the subject land, which would enhance the global status and recognition of Bengaluru, Karnataka and India. The proposed Project is envisaged to be a sustainable development integrating the Green initiatives with world class infrastructure.

In view of the same,

- (i) The GoK has appointed a Consultant for development of alternative Project Concepts & Preparation of Master plan for the Project.
 - (ii) From the development Concept alternatives, the GoK has selected the **“Mixed Use Development”** Concept, comprising of 4 Districts, namely (i) R&D and Innovation District, (ii) Design and Culture District, (iii) Business District; and (iv) MICE and Retail District.
 - (iii) Further, the Master plan option with **“Central Green Spine”** has been selected.
 - (iv) The Consultant has prepared the **preliminary Trunk Infrastructure plan** for the proposed development, comprising Internal Roads, Power supply, Water Supply, Sewerage System including treatment & supply of treated water, Solid Waste Management, Rainwater Harvesting, Information & Communication Technology (ICT) system, Utilities & Utility ducts, security & monitoring system, utility management / control centre, multi-level car parking, entrance plazas, green spaces, etc. The summary of the same is shared herewith at **Annexure-1** for information / reference to bidders. (The detailed report shall be shared with the successful Bidder / Consultant).
 - (v) In addition, for direct connectivity to the site from the National Highway, a flyover has been suggested, that is currently being envisaged to be implemented through National Highways Authority of India (NHAI). The implementation of the trunk infrastructure is envisaged to be synchronised / in parallel with the implementation of the flyover.
 - (vi) It is currently envisaged that upon implementation of the Trunk Infrastructure, the individual land parcels / plots within the 4 districts would be bid out on lease basis to individual developers / users, for development.
 - (vii) The Project is expected to be fully developed / occupied over a horizon period of about 10-20 years.
2. Now, the GoK has decided **to take forward the next step, i.e. preparation of the detailed design of the Trunk Infrastructure for the proposed development and implement the Phase-1 of the Trunk Infrastructure**. In this regard, the needful approvals have been accorded to Karnataka State Industrial and Infrastructure

Development Corporation Limited (KSIIDC), the Nodal Agency for the Project.

3. In view of the above, KSIIDC is now desirous of selecting a Consultant / Consortium of Consultants for **“Detailed Design for Trunk Infrastructure & Project Management Consultancy (PMC)”** for the subject Project. *(PMC includes supervision and project implementation monitoring)*.
4. KSIIDC now proposes to appoint a Consultant for broadly providing the following services for the Project, as further detailed in **Section V – Terms of Reference** of this RFP:
 - i. Firming up the Trunk Infrastructure proposal from the preliminary Trunk Infrastructure plan prepared by the Consultant appointed by KSIIDC for Project Concept & Preparation of Master plan.
 - ii. Preparation of Detailed Designs & Estimates for the Trunk Infrastructure.
 - iii. Providing Detailed Engineering Services, Bid Document & Bid Process Management services for selection of an implementing agency (a single Contractor) for implementing the Phase-I of the Trunk Infrastructure.
 - iv. Providing Project Management Consultancy (PMC) services (including supervision and project implementation monitoring) during implementation of the Phase-I of the Trunk Infrastructure.
5. KSIIDC invites Proposals from Consultancy firms / Consortium of Consultancy firms fulfilling the qualification requirements as in clause 1.1 of the RFP, through the e-Procurement portal of the Government of Karnataka (<https://eproc.karnataka.gov.in>).
6. Interested Consultants/Firms/ Consortium of consultant firms may submit their proposals for providing the envisaged services including the requisite Earnest Money Deposit (EMD) / Bid Security and cost of RFP Document, electronically through the e-procurement platform at <https://www.eproc.karnataka.gov.in>. Following shall be the calendar events of Tendering:

Release of Re-tender Notification	03-02-2018
Availability of Re-Tender RFP on e-Procurement portal of the Government of Karnataka	06-02-2018 onwards
Last date for receipt of pre-bid queries	13-02-2018
Date of Pre-Bid Meeting	14-02-2018, 1500 hrs
Response to Pre-Bid Queries	Latest by 21-02-2018
Last date of receipt of Proposals	02-03-2018, 1600 hrs
Date of opening of Proposal & Envelope-I / Qualification Proposal	06-03-2018, 1500 hrs

Date of opening of Envelope-II / Technical Proposal	Will be intimated to qualified Bidders
Date of opening of Financial Proposal	Will be intimated to qualified Bidders
Tender Processing Fee (non-refundable) <i>(payable at the time of online submission of Proposal, through any of the four modes of e-Payment as specified in the e-procurement portal)</i>	INR.5000/- (Indian Rupees Five Thousand only)
Cost of RFP Document (non-refundable) <i>(payable at the time of online submission of Proposal, through Demand Draft / Pay order Only, i.e. the scanned copy of Demand Draft / Pay order needs to be submitted alongwith the online submission and Original Demand Draft / Pay order needs to be submitted at the time of opening of Proposal & Envelope-I / Qualification Proposal)</i> <i>Demand Draft / Pay Order to be drawn in favour of “Managing Director, KSIIDC”</i>	INR.56,000/- (Indian Rupees Fifty Six Thousand only) inclusive of GST
Earnest Money Deposit / Bid Security (refundable interest free) <i>(payable at the time of online submission of Proposal, through any of the four modes of e-Payment as specified in the e-procurement portal)</i>	INR.5,00,000/- (Indian Rupees Five Lakhs only)

7. A Consultant will be selected under Quality-and Cost-Based Selection (QCBS) as per the procedures described in this RFP.
8. This RFP includes the following documents:
 - Section I - Letter of Invitation
 - Section II - Information to Consultants
 - Section III – Qualification & Technical Proposal Standard Forms
 - Section IV - Financial Proposal - Standard Forms
 - Section V - Terms of Reference
 - Section VI - Standard Form of Contract
9. The **Tender Processing Fee** is INR 5000/- (Indian Rupees Five Thousand only), which shall be required to be paid (non-refundable) to e-procurement as processing charges.
10. The cost of this RFP Document is INR.56,000/- (Indian Rupees Fifty Six Thousand only) inclusive of GST, which shall be required to be paid (non-refundable) to KSIIDC alongwith the Proposal. *(payable at the time of online submission of Proposal, through Demand Draft / Pay Order Only, i.e. the scanned copy of Demand Draft / Pay Order needs to be submitted alongwith the online submission and Original Demand Draft / Pay Order needs to be submitted at the time of opening of Proposal & Envelope-I / Qualification Proposal. The Demand Draft /*

Pay Order shall be drawn in favour of “Managing Director, KSIIDC”)

11. The Earnest Money Deposit (EMD) / Bid Security is INR.5,00,000/- (Indian Rupees Five Lakhs only) which shall be required to be paid alongwith the Proposal. The EMD shall be refundable (interest free) no later than 30 (Thirty) days after completion of selection process, except in case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security as specified in the Service Agreement / Contract.
12. The Tender Processing Fee and EMD shall be paid only through any of the four modes of e-Payment as specified and in the e-procurement portal. Cost of RFP Document shall be in form of Demand Draft / Pay Order and the scanned copy of the same shall be submitted online, while the original Demand Draft / Pay Order shall be submitted at the time of opening of Proposals and Qualification Proposals. The proposal shall be summarily rejected in e-portal if any of the Tender Processing Fee or Cost of RFP Document or EMD is not paid / submitted.
13. Postponement of Calendar of events (if any), subsequent notification(s), changes, amendments / corrigendum(s) (if any), response to pre-bid queries and selection/rejection of proposal shall be intimated only through e-Procurement portal and will not be published in newspapers.
14. KSIIDC reserves the right to accept or reject any or all the proposals received without assigning any reasons thereof.

Sd/-
Managing Director
KSIIDC Ltd.

SECTION II. INFORMATION TO CONSULTANTS

1. INTRODUCTION

- 1.1 a. The Client named in the “Data Sheet” will select the consultant / consortium of Consultants in accordance with the method of selection indicated in this RFP and the Data Sheet.
- b. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (**the “Sole Firm”**) or as a consortium of firms (**the “Consortium”**) in response to this invitation. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another consortia bidding for the Assignment.
- c. An Applicant or a member of Consortium may either be a sole proprietorship firm/ a partnership firm/ a limited liability partnership/ a company incorporated under the Companies Act 1956 or 2013, or a body corporate incorporated under the applicable laws of its origin.
- d. A maximum of 2 (Two) Members shall be permitted in a Consortium, where the “Lead Member” or the “Sole Firm” shall be required to satisfy atleast 50% of the Financial criteria individually and should have provided consultancy services for **Detailed Design & Engineering Drawings¹ for atleast 3 “Similar Projects” of similar nature and complexity within the past 10 years.**
- e. The term Consultant (the **“Consultant”**) means the Sole Firm or the Lead Member, as the case may be who will need to have an operational office in Bengaluru, Karnataka during the duration of the assignment. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- f. The qualification requirements for participating in this RFP are as below:

(I) Experience Criteria:

The applicant should satisfy the criteria as below:

The Sole Firm or any of the Consortium Members should have:

- 1. Provided consultancy services for preparation of Detailed Designs & Engineering Drawing Services for atleast 3 (three) “Similar Projects” of similar nature and complexity within the past 15 years.** The Construction work of such projects should have commenced.

And

- 2. Provided Project Management Consultancy (PMC) services (including project implementation supervision & monitoring) for atleast 3 (three)**

¹ In case the Similar Experiences claimed were delivered by a Consortium, the “Lead Member” or the “Sole Firm” should have to be the Lead Member for such assignments and provided the services pertaining to Design & Detailed Engineering.

“Similar Projects” within the past 15 years.

(II) Financial Criteria:

The applicant should have an average annual turnover of INR 250 Million from professional fees during the past three financial years.

g. For the purposes of determining Conditions of Eligibility and for evaluating the fulfillment of qualification requirement, the following shall be considered:

- i. The Project Consultancy Services for which the Applicant firm is claiming credit for an Eligible Assignment should have, prior to Proposal Due Date (PDD), been completed.
- ii. In case of the Applicant firm claiming credit for an Eligible Assignment where the services were provided by in Consortium / JV, the Proof for having performed the role will have to be provided alongwith the certificate from the Statutory Auditor of the Applicant.
- iii. Where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD and the Assignment should have, prior to PDD, been completed.
- iv. For all Projects for which the Applicant is claiming credit, client / employer certificate clearly mentioning the services provided shall be provided as proof.
- v. For the purpose of Experience Criteria, **“Similar Project”** shall mean **a Trunk Infrastructure project for Industrial Area / Industrial Estate / Residential Townships / Business Parks / Special Economic Zones (SEZs) / Urban Infrastructure Projects, each spread over not less than 300 acres area (each comprising of atleast 5 (five) major infrastructure components (viz: Water Supply, Sewerage, Roads & Drains, Solid Waste Management, Power, etc) and with total capital costs not less than INR 200 Crores).** The Similar Projects could be either new (greenfield) developments or existing (brownfield) developments.
- vi. In case the applicant claims the experience of its parent / holding entity / Company or Subsidiary, an MoU with the parent organization / holding entity / Company / Associate or Subsidiary confirming that it would share its experiences and Experts for providing the corresponding role in the assignment, shall need to be submitted alongwith the bid clearly specifying the same.

Further, alternative to an MoU, an unconditional letter from Managing Director / CEO of the parent / holding entity / company / Associate or subsidiary for sharing its experiences and Experts for providing the

corresponding role in the assignment shall be accepted.

For the purpose of this clause,

Associate means, in relation to the Applicant / Bidder/ Consortium Member, an entity which controls, is controlled by, or is under the common control with such Applicant / Bidder/ Consortium Member (the “Associate”). As used in this definition, the expression “control” means, with respect to an entity which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such entity, and with respect to an entity which is not a company or corporation, the power to direct the management and policies of such entity by operation of law.

Further, the terms “holding company” and “subsidiary” shall have the meaning ascribed to them under the Companies Act, 2013 and the term “control” shall mean:

- i) control over the composition of Board of Directors of an entity; or
- ii) control of at least 51% of the issued and paid up equity share capital of the company".
- vii. Each of the Consortium member, if any, shall be required to fulfill atleast one of the Experience Criteria.
- viii. The Financial Criteria can be jointly fulfilled by the Consortium members, if any. However, the Lead Member shall be required to satisfy atleast 50% of the Financial criteria individually.
- 1.2 The applicants are invited to submit a Qualification Proposal, Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for Consulting Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3 The Assignment shall be implemented in accordance with the schedule indicated in the RFP.
- 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 shall pay a visit to the Site before submitting a Proposal and to attend the pre-proposal conference. Attending the pre-proposal conference is optional. The Consultant’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. Alternatively, a visit shall be arranged on the pre-proposal meeting date.
- 1.5 The Client will provide the inputs specified in the Data Sheet and make available

relevant project data and reports, if any.

- 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 Client expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests 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 GOK's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK 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

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 electronic mail / e-procurement to the Client's address indicated in the Data Sheet. The Client will respond to clarifications requested by an Applicant (including an explanation of the query but without identifying the source of inquiry), modify the RFP document by the issuance of Addendum/ Amendment / Corrigendum and posting it on the e-Procurement portal only, by the date indicated in the Data Sheet and will be binding on all Applicants.

In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Client may, if necessary, in its sole discretion, extend the Proposal Due Date.

- 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 consultant, modify the RFP documents by amendment. Any amendment will be issued through an addendum / corrigendum that shall be posted on the e-procurement portal only and will be binding on the applicants participating in this Bid. The Client may at its discretion extend the deadline for the submission of Proposals.
- 2.3 Client reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2 shall be construed as obliging client to respond to any question or to provide any clarification.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

In case of supporting document or printed literature submitted with the Proposal and if these Documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

An Applicant or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

Material deficiencies in providing the information in e-Procurement portal may result in rejection of a Proposal.

Qualification Proposal

- 3.2 In preparing the Qualification 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 Qualification Proposal, consultants must give particular attention to the following:
- (i) If a firm / Consortium meeting the qualification requirements considers that it does not have all the expertise for the Assignment, the firm or the Lead Member of the Consortium 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. However the individual consultant(s)/affiliates cannot at the same time be member of another consultant applying/ shortlisted for Assignment. Further, the credentials of such individual consultant(s) and/or other consultants or entities in a joint

venture or sub-consultancy, shall be submitted to KSIIDC alongwith the Proposal and the same shall be subject to approval of KSIIDC. Any financial implications on the consultant's technical & financial proposal arising due to non acceptance of individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy leading to their replacement shall have to be borne by the bidding firm / Consortium, failing which the proposal shall be summarily rejected.

- (ii) The proposal shall be based on the number of key professional staff-months estimated by the consultant.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it.
- (iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.
- (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the consultants as part of this assignment must be in the languages specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.
- (vii) The Tender Processing Fee , EMD / Bid Security and Cost of RFP Document is provided;
- (viii) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (ix) Power of Attorney, if applicable, is executed as per Applicable Laws;
- (x) MoU with parent organization / holding entity / Company / Subsidiary, if applicable, is executed as per Applicable Laws;
- (xi) The CVs have been recently signed and dated in blue ink by the respective Personnel and countersigned by the Applicant. In case of signed and photocopy / scanned CV is submitted, the same shall be counter signed by the Bid Signatory and the original signed CV shall be submitted prior to signing of Consultancy Agreement, in case the Consultant is selected, failing which the Proposal shall be rejected;
- (xii) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (xiii) Professional Personnel proposed have good working knowledge of English language;
- (xiv) Key Personnel would be available for the period indicated in the RFP.

- (xv) Credentials of individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, if any proposed alongwith their role proposed, for approval of KSIIDC.

Failure to substantially comply with the requirements spelt out in this Clause 3.3 shall make the Proposal liable for rejection.

If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the Authority for a period of 5 (five) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

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

- (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) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3C).
- (iii) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3D). 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.
- (iv) Any additional information requested in the Data Sheet.

3.5 The Qualification Proposal shall not include any technical and financial information.

Technical Proposal

3.5.a. In preparing the Technical Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. Material deficiencies in providing the information requested may result in rejection of a Proposal.

While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) A description of the methodology and work plan for performing the assignment (Section 3E).
- (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 3F).
- (iii) 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).

- (iv) Any additional suggestions for Trunk Infrastructure components, currently not in TOR / Preliminary Trunk Infrastructure Plan
- (v) Resource deployment / Work Plan strategy for reducing the Design Period, if any, than envisaged in the RFP

Applicant's failure to demonstrate the understanding of the objectives of the client shall mean the rejection of the proposal. The Client's decision in the matter shall be treated as final.

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 IV). It lists all costs associated with the Assignment, including (a) remuneration/ man month rate for staff, and (b) costs towards printing of documents, other specialised costs, etc. If appropriate, these costs should be broken down by activity.
- 3.7 Consultants should quote their total price offer for their services in e-procurement portal which shall be including GST. The breakup of cost shall be uploaded in the financial bid for all items of the RFP. Consultant shall express the price of their services in Indian Rupees only.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The 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 consultants who do not agree have the right not to extend the validity of their proposals.
- 3.9 The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws in India.
- 3.10 Costs (including break down of costs) shall be expressed in Indian Rupees Only.
- 3.11 All payments shall be made in Indian Rupees only. The consultant shall be free to convert Rupees into any foreign currency as per applicable laws.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original Proposal (Qualification Proposal, Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

Downloading of tender documents, submission of proposal will only be through the Government of Karnataka e-Procurement website <https://eproc.karnataka.gov.in/eportal/index.seam> under login for Contractors. Consultants must get themselves registered, acquainted and trained on the procedure of participating in e-procurement.

Interested bidders shall login to <https://eproc.karnataka.gov.in/eportal/index.seam> and follow the procedures and guideline given there or call the e-proc help desk to get themselves registered in the portal. Upon registration, the bidders can login and participate in the tender.

- 4.2 An authorized representative of the Consultant shall initial all pages of the Proposal. The representative's authorization is required to be confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For the Proposal, in addition to the uploading of scanned documents in the e-procurement portal, the Consultant shall prepare two copies of the Proposal, which shall be required to be submitted to the Client at the time of opening of the Proposal. Each Qualification Proposal and Technical Proposal should be marked "**Originals**" or "**Copy**" as appropriate. **If there are any discrepancies between the documents uploaded in the e-procurement portal and the submissions made in the hard copies of the Proposal, the submission made in the e-procurement portal shall govern.**
- 4.4 The original and all copies of the Qualification Proposal shall be placed in a sealed envelope clearly marked "Qualification Proposal," Similarly, The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal".

The Financial Proposal shall only be submitted through the e-procurement portal and no hard copy of the Financial Proposal shall be submitted. **KSIIDC shall not take any responsibility in case the Financial Proposal is submitted in hard copy.**

The **Qualification Proposal** and **Technical Proposal** envelopes shall be placed in an envelope and sealed. This envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE AUTHORISED REPRESENTATIVES OF KSIIDC.**"

- 4.5 The hard form of submission of Qualification & Technical Proposal must be

deposited at the submission address **at the time of opening of Proposals only**.

- 4.6 After the opening of proposals on e-procurement portal, the submissions in hard copy shall be opened by the authorised representatives of the Client and verified with that submitted in the e-procurement portal. **Only Originals / Copies of documents uploaded in the e-procurement portal shall be considered for evaluation.**
- 4.7 The Applicant shall furnish as part of its Proposal,
- (i) The **Tender Processing Fee** of INR 5000/- (Indian Rupees Five Thousand only), which shall be required to be paid (non-refundable) to e-procurement as processing charges.
 - (ii) The **cost of this RFP Document** (non refundable), i.e. INR 56,000/- (Indian Rupees Fifty Six Thousand only) inclusive of GST.
 - (iii) A **Bid Security** of INR 5,00,000 (Indian Rupees five lakhs only) (the “**Bid Security**”), returnable (interest free) not later than 90 (ninety) days from PDD except in case of the two highest ranked Applicants. In the event that the first ranked Applicant commences the assignment as required, the second ranked Applicant, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 180 (one hundred and eighty) days from PDD. The Selected Applicant’s Bid Security shall be returned, upon the Applicant signing the Agreement.

The Consultants are requested to submit the Tender Processing Fee and Earnest Money Deposit (EMD) as indicated in the e-Procurement portal along with the Cost of RFP Document

The Consultant can pay the Tender Processing Fee and EMD in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

The Cost of RFP Document shall be in form of Demand Draft / Pay Order and the scanned copy of the same shall be submitted online, while the original Demand Draft / Pay Order shall be submitted at the time of opening of Proposals and Qualification Proposals.

The Consultant’s bid will be evaluated only on confirmation of receipt of the payment of Tender Processing Fee, Cost of RFP Document and EMD. Cost of RFP Document and EMD amount will have to be submitted by the Consultant taking into account the following conditions:

- a) Tender Processing Fee and EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government’s central pooling account at designated Bank until the process is closed.

The Cost of RFP Document shall be in form of Demand Draft / Pay Order and the scanned copy of the same shall be submitted online, while the original Demand Draft / Pay Order shall be submitted at the time of opening of Proposals and Qualification Proposals.

- b) The Tender Processing Fee and EMD amounts for the tender have to be paid in single transactions, respectively. It is responsibility of Consultants to ensure that payment through NEFT reaches to the Government of Karnataka's designated Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD is to be drawn in favour of e-Procurement, Government of Karnataka and submitted to the designated Bank before the bid submission time and update the transaction reference in e-Procurement portal. For the details on e-Payment services refer to e-procurement portal for more details on the process.
- 4.8 Any Bid not accompanied by the Tender Processing Fee, Cost of RFP Document and Bid Security shall be rejected as nonresponsive.
- 4.9 The client shall not be liable to pay any interest on the EMD / Bid Security and the same shall be interest free.
- 4.10 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the client's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be liable for forfeiture and appropriation by the client as the mutually agreed pre-estimated compensation and damage payable to the Client for, *inter alia*, the time, cost and effort of the client in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- (a) If an Applicant submits a non-responsive Proposal;
 - (b) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
 - (c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments within the stipulated timelines during negotiations ;
 - (e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment respectively; or
 - (f) If the Applicant is found to have a Conflict of Interest
- 4.11 The Proposal shall be prepared as per RFP document.
- 4.12 An authorized representative of the Consultant shall digitally sign the Proposal in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.13 The Consultant shall submit the bids separately i.e., Qualification, Technical and Financial electronically online in Government of Karnataka e-Procurement portal.

- 4.14 Consultant has all the time to modify and correct or upload any relevant document in the portal before submission on e-Procurement portal.
- 4.15 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.
- 4.16 After the deadline for submission of proposals, the Proposal and Qualification Proposal shall be opened by KSIIDC and evaluation will be done. The bidders who qualify, will be intimated through e-procurement portal only and the Technical Proposals shall be opened only of the qualified bidders. The Financial Proposal of only the qualified bidders who score the minimum stipulated Technical Score or higher will be opened in presence of the bidders who choose to attend.

5. PROPOSAL EVALUATION

General

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.
- 5.2 Evaluators of Qualification and Technical Proposals shall have no access to the Financial Proposals until the evaluation of Qualification and Technical Proposals, including its approval by competent authority is obtained.

The selection of Consultant shall be on the basis of an evaluation by the Client through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the client's decisions are without any right of appeal whatsoever.

The Client may at its discretion seek the assistance of a Consultant for evaluation of the Proposals.

Evaluation of Qualification Proposals

- 5.2.a. The Qualification Proposals will be evaluated, on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet and RFP.

Each responsive proposal will be given qualification scores, i.e. (Sq1) and (Sq2) for the submissions required under this RFP. A proposal shall be rejected at this stage if it does not substantially respond to important aspects of the RFP, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet and RFP or if it fails to achieve the minimum score indicated in the Data Sheet.

Evaluation of Technical Proposals

- 5.3 The Technical Proposals of only the applicants fulfilling the qualification requirements, i.e. the Experience and Financial Criteria and achieving the minimum score shall be opened and evaluated.

Each responsive proposal will be given technical scores, i.e. (St1) and (St2) for the submissions required under the Scope of Services, respectively. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of RFP, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet and RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

- 5.4 After the evaluation of Qualification and Technical Proposals is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of

Reference, indicating that their Technical and/or Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying marks in the (Qualification and Technical Scores), indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, e-procurement portal or electronic mail.

- 5.5 The Financial Proposals shall be opened publicly in the presence of the Applicant's representatives who choose to attend. The name of the Consultant and the scores shall be read aloud and recorded prior to opening of the Financial Proposals. On opening of the Financial Proposals, the prices quoted shall be read aloud and recorded. The Client shall prepare minutes of the public opening.
- 5.6 The Client will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Qualification / Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The lowest Financial Proposal will be given a financial score ($Sf1$) and ($Sf2$) of 100 points, respectively. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined qualification and technical score (Sc) and financial (Sf) scores using the weights (C = the weight given to the Combined qualification and technical score; P = the weight given to the Financial Proposal; $C + P = 1$) indicated in the Data Sheet:

Where;

$$Sc = (Sq + St) \times 0.50$$

$$S = Sc \times C\% + Sf \times P\%$$

The Consultant achieving the highest combined score (S) will be invited for negotiations.

Currency conversion rate and payment

- 5.8 For the purposes of qualification evaluation of Applicants, INR 60 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 5.9 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Qualification and 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 experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client shall review the manpower schedule and negotiate with the Consultant on the same, if required and the financial implications thereon. 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. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract.

7. AWARD OF CONTRACT AND REFUND OF EMD

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the qualification / technical evaluation (para 5.3)
- 7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.
- 7.3 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Bidders / Consultants will be refunded to the respective Bank accounts of the Consultant registered in the e-Procurement system.
- 7.4 The earnest money deposit of unsuccessful Bidder / Consultant will be returned after the award of proposal to the successful consultant.
- 7.5 The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement.
- 7.6 The earnest money deposit may be forfeited:
 - a) if the consultant withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;
 - b) if the Consultant does not accept the correction of the contract Price; or
 - c) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:
 - (i) furnish the required Security deposit / performance guarantee ; or
 - (ii) Sign the Agreement.
 - d) In case of consultant submitting fake documents such as Annual financial turn over, work done certificate etc., relevant to the proposal.

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

Clause Reference

- 1.1 The details of the Client are:

The GoK has nominated Karnataka State Industrial & Infrastructure Development Corporation Limited (**KSIIDC**) (referred as “**Client**”) as the Nodal Agency for implementation / development of the Project.

The Client intends to appoint a Consultant for Consultancy Services as envisaged in the Terms of Reference i.e. Section V of this RFP.

The method of selection is: Quality-and-Cost-Based Selection (QCBS) – 70:30

- 1.2 Qualification, Technical and Financial Proposals are requested for Services envisaged. The name, objectives and description of the Assignment are:

Project Consultancy Services for Detailed Design for Trunk Infrastructure & Project Management Consultancy (PMC) for the development of “Bengaluru Signature Business Park”, Adjacent to Kempegowda International Airport at Devenahalli, Bengaluru

- 1.3 The Consultancy Assignment shall be in two Parts, as below:

Part-I: (i) Detailed Design for Trunk Infrastructure for the whole Project (Including Detailed Design & Drawings, Bill of Quantities, Detailed Estimates, etc)

(ii) Bid Document & Bid Process Management for selection of Implementing Agency (Contractor(s)) limited to implementation of only Phase-I of the Trunk Infrastructure

Part-II: (i) Detailed Engineering Drawings (Good for Construction) limited to implementation of only Phase-I of the Trunk Infrastructure.

(ii) Project Management Consultancy (PMC) including construction supervision & monitoring, limited to implementation of only Phase-I of the Trunk Infrastructure.

The Consultant shall commence the services for each of the above Parts and modules only upon receipt of written communication from the Client. Further, the Client reserves the right to curtail the scope of services of the Consultant and limit the same only to Part-I or upto any of the modules in the above envisaged Parts, without any financial implications / liability arising due to the reduction of Scope of Services.

- 1.4 A pre-proposal conference will be held at **1500 Hrs on 14.02.2018** at the address as below:

Board Room,
Karnataka State Industrial & Infrastructure Development Corporation Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru - Karnataka
India 560001

The name and telephone/numbers of the Client's Official is:

Mr. Y. Sreenivasappa,
Deputy General Manager (IPD)
Karnataka State Industrial & Infrastructure Development Corporation Ltd.,
Contact no: +91-80-22259371
Email: dgmipd3@ksiidc.com

- 1.5 The Client will provide the following inputs:

- a. Details and records pertaining to the site as available with KSIIDC
- b. Past Surveys and studies carried out, for reference
- c. Topographic survey data, as available with KSIIDC
- d. Reports submitted by the Consultant appointed for firming up of Project Concept and preparation of Master plan, for reference

- 2.1 Clarifications may be requested upto the date specified in the Schedule. The address for requesting clarifications is:

The Managing Director
Karnataka State Industrial & Infrastructure Development Corporation Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru - Karnataka
India 560001
Kind Attn : Mr. Y. Sreenivasappa, DGM (IPD)
Email: dgmipd3@ksiidc.com with a copy to vishal.salgaonkar@ilfsindia.com

The clarifications, Amendments, etc shall be posted only on the e-procurement portal of the Government of Karnataka.

3.1 Proposals should be submitted in English

3.3 (iv) The key professionals required for the assignment are:

<p>Part-I: (i) Detailed Design for Trunk Infrastructure for the whole Project (Including Detailed Design & Drawings, Bill of Quantities, Detailed Estimates, etc)</p> <p>(ii) Bid Document & Bid Process Management for selection of Implementing Agency (Contractor(s)) limited to implementation of only Phase-I of the Trunk Infrastructure</p> <p>Part-II: (i) Detailed Engineering Drawings (Good for Construction) limited to implementation of only Phase-I of the Trunk Infrastructure.</p>			
Sl. No.	Key Professional	Minimum Qualification	Minimum Experience
1.	Team Leader (Shall be from the lead member of the Consortium)	B.E. (Civil) / B.Tech (Civil) with Masters in Engineering preferably in Infrastructure	20 years; should have experience as a Team Leader (Infrastructure Design of similar nature & complexity) for minimum 3 Similar Projects.
2.	Water supply and Waste Water Expert	Bachelors in Civil Engineering with Masters in Public Health Engineering	15 years, Should have experience in planning and designing of water supply/ waste water systems for large townships/ Business Parks / SEZs / industrial estates. The experience in collection system, pump stations, wastewater recycle & reuse including rainwater harvesting and experience with latest treatment technologies shall be rated higher.
3.	Power Supply Expert	Masters in Electrical Engineering	15 years, Should have experience in designing and implementation of power supply networks and related infrastructure including sub stations, transmission lines and distribution network for large integrated townships/ Business Parks / SEZs / industrial areas / estates, etc. The experience in using latest technology and software shall be rated higher.

4.	Transportation Expert (Highways/Roads)	Masters in Highway / Transportation Engineering	15 years; Should have experience in planning & designing roads / intersection / grade separators/ pavement design, parking and other road components for arterial, collector and plot level roads of large townships/ Business Parks / SEZs / industrial estates.
5.	Urban and Regional Planner & Green Building Expert	Masters in Urban Planning / Masters in Urban & Regional Planning with certification as Green Buildings	15 years; should have experience as a Green Building Expert in preparation of Environmentally sustainable Master Plan for minimum 1 Similar Project including setting up of Goals and action plan as required for achieving the proposed Green Rating, including documentation and co-ordinating with IGBC or equivalent rating agencies for pre-certification and final certification processes.
6.	ICT Expert	Bachelors in Electronics & Communication / Electrical / Electrical & Electronics Engineering or equivalent	20 years; should have experience as an ICT Expert for atleast 2 Similar Projects. Experience in design, estimation and implementation services shall be rated higher.
7.	Landscaping Expert	Masters in Landscape Design	15 years; Should have experience in Landscape Design for large townships/ Business Parks / SEZs / industrial estates.
8.	Structural Engineer	M.E. / M.Tech (Structures)	15 years; Having Experience of design of large Infrastructure Works, RCC Buildings as well as Steel Structures.
9.	Quantity Surveyor	M.E. / M.Tech (Civil)	15 years; Should have experience as a Quantity Surveyor and preparation of BOQs, Tender Documents, Estimates, Rate Analysis, etc for infrastructure works for

			large townships/ Business Parks / SEZs / industrial estates.
10.	Environment Expert	Master in Environmental Science or Engineering or equivalent	15 years; Should have experience as an environmental expert (including for Solid Waste Management systems) for large townships/ Business Parks / SEZs / industrial estates.

Part-II: (ii) Project Management Consultancy (PMC) including construction supervision & monitoring, limited to implementation of only Phase-I of the Trunk Infrastructure.			
Sl.No.	Key Professional	Minimum Qualification	Minimum Experience
1.	Team Leader : Project Chief Engineer (Project Management Expert)	M.E. / M.Tech (Civil)	20 years; should have experience as a Team Leader for PMC Services for Infrastructure implementation (of similar nature & complexity) for minimum 3 Similar Projects, costing not less than Rs.200 crores.
2.	Dy. Team Leader : Project Management Expert	B.E. / B.Tech (Civil)	15 years; should have experience for PMC Services for minimum for Infrastructure implementation (of similar nature & complexity) for minimum 3 large townships/ Business Parks / SEZs / industrial estates.
3.	Green Building Expert	Masters in Urban Planning / Masters in Urban & Regional Planning / B.E. / B.Tech (Civil)	15 years; should have experience as a Green Building Expert for monitoring of parameters and achieving the same as required for achieving the proposed Green Rating, including documentation and co-coordinating with IGBC or equivalent rating agencies for pre-certification and final certification processes.
4.	Electrical & HVAC Engineer;	M.E. / B.E. (Electrical)	15 years; Having Experience of PMC for Electrical High

		Engineering)	Side Works for large townships/ Business Parks / SEZs / industrial estates.
5.	Water Supply & Sewerage Engineer;	B.E. / B.Tech (Civil) with Masters in Public Health Engineering	15 years; Having Experience of PMC for Water Supply & Sewerage works for large townships/ Business Parks / SEZs / industrial estates.
6.	Quality Expert	M.E. / M/Tech (Civil)	20 years, Having expertise in Quality Control, Quality Testing and monitoring for large townships/ Business Parks / SEZs / industrial estates.
7.	Site Engineers (3 Nos)	B.E. / B.Tech (Civil)	Atleast 1 no. with min. 20 years experience and other with not less than 10 years experience, having expertise in Work Supervision and Quantity measurements and Certification for large townships/ Business Parks / SEZs / industrial estates.

(iii) The minimum required experience of proposed key professional staff is as above.

(iv) Reports which are part of the assignment must be written in English

3.4 (i) Training is not a part of this Assignment.

(ii) Additional Information in the Technical Proposal should include:

- Expected outsourcing of certain sectoral services
- Inputs of certain experts on individual capacities in the team
- Additional experts being considered / provided

3.8 Proposals must remain valid for 120 days from the Proposal Due Date.

4.3 In addition to the submissions on e-procurement portal, the Consultants must submit an original and one additional copy of each Qualification and Technical proposal at the time of opening of Proposals.

4.4 The proposal submission address is:

The Managing Director,
Karnataka State Industrial & Infrastructure Development Corporation Ltd.,
4th Floor, East Wing,

Khanija Bhavan,
Race Course Road,
Bengaluru - Karnataka
India 560001
Kind Attn : Mr. Y. Sreenivasappa, DGM (IPD)

The information in the outer envelope should also include:

- Submission Letter
- Company Profile
- Documents regarding qualification of the Firm / Consortium

4.5 Online Proposals must be submitted no later than the following date and time: **upto 1600 Hrs on 02.03.2018**. The hard copy of submissions (except Financial Proposal) is to made only at the time of opening of Proposals.

4.7 (i) Tender Processing Fee (non refundable): INR 5000 (Indian Rupees Five Thousand only)

(ii) The cost of this RFP Document (non refundable): INR 56,000/- (Indian Rupees Fifty Six Thousand only) inclusive of GST.

(ii) Bid Security: INR 5,00,000 (Indian Rupees five Lakh only).

5.1 The address to send information to the Client is:

Karnataka State Industrial & Infrastructure Development Corporation Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru – Karnataka
India 560001
Kind Attn : Mr. Y. Sreenivasappa, DGM (IPD)

5.2.a The Evaluation of **Qualification Proposal** shall be carried out and the number of points to be given under each of the evaluation criteria are:

Sl no	Parameters	Points
(i)	Relevant Experience of the Applicant in carrying out Design & Detailed Engineering for Trunk Infrastructure for “Similar Projects”	25
	a) Number of Similar Projects undertaken by the applicant	15 (Maximum Points)
	(i) 3 Similar Projects	10.00
	(ii) More than 3 and upto 6 Similar Projects	12.00
	(iii) More than 6 Similar Projects	15.00
	b) Size of Similar Projects	10.00 (Maximum Points)
	(i) 3 Similar Projects	6.00

	(ii) 2.00 points for every Similar Project with total area >350 acres and < 450 acres	4.00 (Maximum Points)
	(iii) 4.00 points for every Similar Project with total area >450 acres	
(ii)	Relevant Experience of the Applicant in providing Project Management Consultancy (PMC) services (including work supervision & monitoring) for implementation of Trunk Infrastructure for “Similar Projects”	25
	a) Number of Similar Projects undertaken by the applicant	15 (Maximum Points)
	(i) 3 Similar Projects	10.00
	(ii) More than 3 and upto 6 Similar Projects	12.00
	(iii) More than 6 Similar Projects	15.00
	b) Size of Similar Projects	10.00 (Maximum Points)
	(i) 3 Similar Projects	6.00
	(ii) 2.00 points for every Similar Project with total area >350 acres and < 450 acres	4.00 (Maximum Points)
	(iii) 4.00 points for every Similar Project with total area >450 acres	
(iii)	Key Professionals	50 (Maximum points) <i>(Total Score for Key Professionals shall be arrived by dividing the Score achieved by 5)</i>
	Design & Detail Engineering Team	
	(i) Team Leader	30
	(ii) Water supply and Waste Water Expert	10
	(iii) Power Supply Expert	10
	(iv) Transportation Expert (Highways/Roads)	10
	(v) Green Building Expert	10
	(vi) ICT Expert	10
	(vii) Urban and Regional Planner & Landscaping Expert	10
	(viii) Structural Engineer	10
	(ix) Quantity Surveyor	10
	(x) Environment Expert	10
	Project Management Consultancy Team	
	(i) Team Leader : Project Chief Engineer (Project Management Expert)	30
	(ii) Dy. Team Leader : Project Management Expert	20
	(iii) Green Building Expert	10
	(iv) Electrical & HVAC Engineer;	10

(v) Water Supply & Sewerage Engineer;	10
(vi) Quality Expert	15
(vii) Site Supervision Engineer 1	15
(viii) Site Supervision Engineer 2	10
(ix) Site Supervision Engineer 3	10
Total	100

The number of points to be given for qualifications and competence of the key professional staff for the assignment are:

Sl no	Parameters	% Points
(i)	General qualifications	30
(ii)	Experience in similar projects	70
	(i) No of Similar Projects	40%
	(ii) Nature of Services and Role Performed	40%
	(iii) Size of Projects	20%
	Total	100

The minimum qualification score (Sq) required to pass : 70 Points

5.3

The Evaluation of **Technical Proposal** shall be carried out and the number of points to be given under each of the evaluation criteria are:

Sr. No.	Parameter	Max. Marks	Marking Criteria
(i)	Adequacy of the proposed approach methodology and work plan with respect to the TOR	50	
	a. Whether Approach & methodology evolved for the Assignment meets the objectives of development and takes into account roles as referred in the Terms of Reference	20	
	(i) Meets the objectives envisaged for the development	8	Yes: 8 No: 0
	(ii) Takes into account the roles as referred in the Terms of Reference	8	Yes: 8 No: 0
	(iii) Valid Comments and suggestions / additional inputs on the ToR	4	Yes: 4 No: 0
	b. Manpower scheduling as per requirement of the assignment	20	
	(i) Team Leader deployed as per requirement of the assignment	12	Yes: 12 No: 0
	(ii) Other Key Personnel deployed as per requirement of the assignment	8	Yes: 8 No: 0
	c. Logical Sequence of activities as in work plan/project schedule	10	
	Logical sequencing of activities for adhering to the timelines as per requirement of the assignment	10	Yes: 10 No: 0

(ii)	Additional suggestions for Trunk Infrastructure components, currently not in TOR / Preliminary Trunk Infrastructure Plan	40	
	a. Relevance of suggestions in terms of Project Objective	15	
	(i) Relevance of component w.r.t to the objective of developing World Class Infrastructure	10	5 Points for Every suggestion
	(ii) Relevant sub-component to key Trunk Infrastructure Component already envisaged	5	2.5 Points for Every suggestion
	b. Cost Implications & Practicality	15	
	(i) Cost Implications	10	Sustainable: 10 Non sustainable: 0
	(ii) Practicality of suggestion in envisaged environment	5	Practical: 5 Not Practical: 0
	c. Impact of suggestions on Signature Project / World Class Infrastructure	10	
	Suggested component to add sizable value proposition on Signature Project / World Class Infrastructure Status	10	Yes: 10 No: 0
(iii)	Resource deployment / Work Plan strategy for reducing the Design Period than that envisaged in the RFP	10	
	Proposal practical and has sizable saving of timelines	10	Yes: 10 No: 0
	Total	100	

The minimum qualification score (St) required to pass : 70 Points

To qualify for opening of financial bid, it shall be mandatory for the applicant to satisfy the minimum qualification and technical score individually in the evaluation of qualification and technical proposals above. In the event of an applicant not satisfying the minimum score, in any of the qualification or technical proposals, the applicant shall not qualify for opening of financial proposals.

5.8 The formula for determining the financial scores (Sf) is the following:

Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration

5.7 Final evaluation

Proposals will finally be ranked according to their Final combined qualification and financial scores as follows:

Where;

$$Sc = (Sq + St) \times 0.50$$

$$S = Sc \times C\% + Sf \times P\%$$

S is the combined score, and C and P are weights assigned to Combined Score (of Qualification & Technical Proposal) and Financial Proposal that shall be **0.70 and 0.30 respectively**.

The Selected Applicant shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.

6.1 The address for negotiations is:

Karnataka State Industrial & Infrastructure Development Corporation Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru – Karnataka
India 560001

7.2 The Assignment is expected to commence in about 15 days from the PDD at Bengaluru.

Sincerely,
Managing Director
KSIIDC Ltd.

SECTION III. QUALIFICATION & TECHNICAL PROPOSAL - STANDARD FORMS

QUALIFICATION PROPOSAL

- 3A. Qualification Proposal submission form.
- 3B. Consultant's references - A brief description of the consultant's organization and an outline of recent experience on assignments 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.
- 3C. Team composition and task assignments - (The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing).
- 3D. Format of Curriculum Vitae of proposed key professional staff - CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal. 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.

Any additional information requested in the Data Sheet.

TECHNICAL PROPOSAL

- 3E. Technical Proposal submission form
- 3F. A description of the methodology and work plan for performing the assignment
- 3G. 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.
- 3H. Time schedule for professional personnel - Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment
- 3I. Activity (work) schedule - bar chart diagrams showing the time proposed for each key professional staff team member.
- 3J. Any additional suggestions for Trunk Infrastructure components, currently not in TOR / Preliminary Trunk Infrastructure Plan
- 3K. Any resource deployment / Work Plan strategy for reducing the Design Period than envisaged in the RFP

3A. QUALIFICATION PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: The Managing Director,

Karnataka State Industrial &
Infrastructure Development Corporation
Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru - Karnataka
India 560 001

Sir:

Subject: **Hiring of Project Consultancy Services for Detailed Design for Trunk Infrastructure & Project Management Consultancy (PMC) for the development of “Bengaluru Signature Business Park”, Adjacent to Kempegowda International Airport at Devenahalli, Bengaluru – Qualification Proposal**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal which includes this Qualification Proposal, and a Technical Proposal and Financial Proposal sealed under a separate envelopes.

We understand that the client reserves the right to negotiate the Proposal for the services as a whole or for individual sub categories of the services as specified in the Data Sheet

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 you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

3B. CONSULTANT'S REFERENCES

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

1. For having carried out Design & Detailed Engineering Services for Trunk Infrastructure project for Industrial Area / Industrial Estate / Residential Townships / Business Parks / Special Economic Zones (SEZs) / Urban Infrastructure Projects, each spread over not less than 300 acres area (each comprising of atleast 5 (five) major infrastructure components (viz: Water Supply, Sewerage, Roads & Drains, Solid Waste Management, Power, etc) and with total capital costs not less than INR 200 Crores)

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:		No. of Staff:
Address:		No. of Staff-Months;duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.Mn):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name:

2. For having provided Project Management Consultancy services (including work supervision & monitoring) for implementation of Trunk Infrastructure project for Industrial Area / Industrial Estate / Residential Townships / Business Parks / Special Economic Zones (SEZs) / Urban Infrastructure Projects, each spread over not less than 300 acres area (each comprising of atleast 5 (five) major infrastructure components (viz: Water Supply, Sewerage, Roads & Drains, Solid Waste Management, Power, etc) and with total capital costs not less than INR 200 Crores)

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months;duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.Mn):
Name of Associated Consultants, if any:		No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultant's Name:

The information on reference assignment pertaining to each of the above Services shall be provided separately. The same is also applicable in case a single reference Assignment consists of both the components

3C. TEAM COMPOSITION AND TASK ASSIGNMENTS

For carrying out Design & Detailed Engineering Services for Trunk Infrastructure for Project

1. Technical/ Managerial Staff

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

2. Support Staff

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

For providing Project Management Consultancy services for Implementation of Trunk Infrastructure for Project

1. Technical/ Managerial Staff

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

2. Support Staff

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

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

For carrying out Design & Detailed Engineering Services for Trunk Infrastructure for Project and Bid Documentation & Bid Process Management for Selection of Implementing Agency (Contractor)

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]

Relevant Experience:

[to provide the relevant experience sought in the RFP and to be considered for evaluation / scoring]

Certification:

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

Date: _____

[Signature of staff member and authorized representative of the Consultant]

Day/Month/Year

Full name of staff member:

Full name of authorized representative:

For providing Project Management Consultancy services for Implementation of Trunk Infrastructure for Project

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

Education:

[Summarize college/university and other specialized education of staf 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 staf 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]

Relevant Experience:

[to provide the relevant experience sought in the RFP and to be considered for evaluation / scoring]

Certification:

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

Date: _____

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

Full name of staff member:

Full name of authorized representative:

3E. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: Managing Director,
Karnataka State Industrial &
Infrastructure Development Corporation
Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru - Karnataka
India 560001

Sir:

Subject: **Hiring of Project Consultancy Services for Detailed Design for Trunk Infrastructure & Project Management Consultancy (PMC) for the development of “Bengaluru Signature Business Park”, Adjacent to Kempegowda International Airport at Devenahalli, Bengaluru - Technical Proposal.**

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Technical Proposal.

We state that though the Technical Proposal submitted by us is preliminary, the same has been prepared by us after duly visiting the site, understanding the ground realities and applicable bye laws, etc and is realistic if considered by KSIIDC for implementation.

This Technical Proposal submitted by us shall become the property of KSIIDC and we shall have no claim whatsoever over the same / KSIIDC in the event our firm / consortium does not emerge as the selected consultant for the project.

Further, in the event of our firm / consortium being appointed as the Consultant for the subject services, we agree upon to either further improve upon this technical proposal as one of the concept options or to entirely work upon fresh concept options as per the terms of reference, as may be decided by KSIIDC.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

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

Phase-I:

Phase-II:

**3G. 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.
- 5.

CONSULTANT'S NAME:

3H. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL
 (* to be provided separately for each Phase)

				Months (in the form of a Bar Chart)												
Sl.	Name	Position	Deliverables/A	1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																
																Subtotal (1)
2.																
																Subtotal (2)
3.																
																Subtotal (3)
4.																
																Subtotal (4)

Full-time:

Part-time:

Bengaluru Office:

Home Office:

Reports/Data/Drawings Due:

Activities Duration:

Signature:

(Authorized Representative)

Full Name:

Title:

Address:

3 I. ACTIVITY (WORK) SCHEDULE
 (* to be provided separately for each Phase)

		Weekwise Program (in form of Bar Chart) <i>[1st, 2nd, etc. are months from the start of assignment]</i>											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

3J Additional suggestions for Trunk Infrastructure components, currently not in TOR / Preliminary Trunk Infrastructure Plan

3 K Resource deployment / Work Plan strategy, if any, for reducing the Design Period than envisaged in the RFP

SECTION IV. FINANCIAL PROPOSAL - STANDARD FORMS

- 4A. Financial Proposal submission form
- 4B. Summary of costs
- 4C. Breakdown of costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

TO: Managing Director,
Karnataka State Industrial &
Infrastructure Development Corporation
Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru - Karnataka
India 560 001

Sir,

Subject: **Hiring of Project Consultancy Services for Detailed Design for Trunk Infrastructure & Project Management Consultancy (PMC) for the development of “Bengaluru Signature Business Park”, Adjacent to Kempegowda International Airport at Devenahalli, Bengaluru - Financial Proposal.**

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

We understand that the client reserves the right to negotiate the Financial Proposal for the services as a whole or for individual sub components of the services as specified in the Data Sheet

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

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

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

We remain,

Yours sincerely,

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

Note: Bidder should quote lumpsum rate for the tender in e-procurement portal and details of summary of cost and break down of cost in the break-up option given in e-procurement portal.

4B. SUMMARY OF COSTS

(Details of summary of cost and break down of cost in the break-up option given in e-procurement portal)

For carrying out Design & Detailed Engineering Services for Trunk Infrastructure for Project and Bid Documentation & Bid Process Management for Selection of Implementing Agency (Contractor)

No.	Description @	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Reports and Document Printing	
IV	Other Costs	
	TOTAL COST	
	Consultancy GST	
	Any other Costs, Taxes, etc (Will need to be specified)	
	TOTAL COSTS (Including GST)	

For providing Project Management Consultancy services for Implementation of Trunk Infrastructure for Project

No.	Description @	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Reports and Document Printing	
IV	Other Costs	
	TOTAL COST	
	Consultancy GST	
	Any other Costs, Taxes, etc (Will need to be specified)	
	TOTAL COSTS (Including GST)	

Note: The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

4C.BREAKDOWN OF COSTS (INR)

(Details of summary of cost and break down of cost in the break-up option given in e-procurement portal)

For carrying out Design & Detailed Engineering Services for Trunk Infrastructure for Project and Bid Documentation & Bid Process Management for Selection of Implementing Agency (Contractor)

I REMUNERATION / MAN MONTH RATE FOR STAFF

No.	Position	Name	Man Month Rate* (Rs.) **	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Billing Rate* (Rs) **	Amount(Rs)
1					
2					
3					
4					
				Total :	

** The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.*

****** Provide the break up of the rates to show the basic salary, social costs and overhead.

III. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IV. Other Costs, if any

For providing Project Management Consultancy services for Implementation of Trunk Infrastructure for Project

I REMUNERATION / MAN MONTH RATE FOR STAFF

No.	Position	Name	Man Month Rate* (Rs.) **	SM	Amount (Rs)
	Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	Sub-Key professional staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub-Total				
	TOTAL				

SM = Staff Month

II. Support Staff

No.	Position	Name	Staff Months	Billing Rate* (Rs) **	Amount(Rs)
1					
2					
3					
4					
				Total :	

* The rates should not include any adjustment for inflation which will be separately paid for in accordance with Clause 6.2 (a) of S.C.C, wherever applicable.

** Provide the break up of the rates to show the basic salary, social costs and overhead.

III. Reports and Document Printing

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1					
2					
3					
4					
5					
				Total	

IV. Other Cost, if any

BIDDING AS A CONSORTIUM
STANDARD FORMS

I: Power of Attorney for Lead Member of Consortium

Whereas **KSIIDC** has invited applications for Providing the Consultancy Services for the _____ at Bengaluru (“the Project”).

Whereas,_____,_____,_____and_____(collectively the “Consortium”) being Members of the Consortium are interested in bidding for providing the Consultancy Services in accordance with the Terms of Reference and conditions of the Request for Proposal document (RFP) for consultancy services in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and KSIIDC to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Services and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,_____,_____having our registered office at_____,M/s._____,_____having our registered office at _____,M/s._____,_____having our registered office at _____,and_____,_____having our registered office at _____,(the respective names and addresses of the registered office) (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S_____,_____having its registered office at_____,_____being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Services and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Services, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with KSIIDC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Agreement is entered into with KSIIDC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____2018

For
(Signature)

.....
(Name & Title)

For.....
(Signature)

.....
(Name & Title)

Witnesses:

- 1.
- 2.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- ☐ *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.*
- ☐ *Also, wherever required, the Applicant should submit for verification the extract of the charter Documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- ☐ *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

II: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 2018

AMONGST

1. _____, having its registered office at (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)
2. _____ Limited, a company incorporated under the Companies Act, 2013} and having its registered office at(hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)
3. The above mentioned parties of the FIRST, SECOND PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

WHEREAS,

4. Karnataka State Industrial & Infrastructure Development Corporation Ltd. (KSIIDC), represented by its Managing Director and having office at 4th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru – Karnataka, India 560 001 (hereinafter referred to as **“KSIIDC”** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the **Applications”**) by its Request for Proposal dated _____ (the **“RFP”**) for providing Consultancy Services for _____, Bengaluru (the **“Project”**).
5. The Parties are interested in jointly bidding for providing the Consultancy as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
6. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for providing the Consultancy Services.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Consultancy Services, it shall perform all its obligations as the Consultant in terms of the Agreement for the Consultancy Services.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations of the Consortium shall become effective;

b) Party of the Second Part shall be _____

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Consultancy Services and in accordance with the terms of the RFP and the Agreement, till such time as the services are delivered and completed.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- i. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power to enter into this Agreement;
- ii. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and KSIIDC to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - a. require any consent or approval not already obtained;
 - b. violate any Applicable Law presently in effect and having applicability to it;
 - c. violate the memorandum and articles of association, by-laws or other applicable documents thereof;
 - d. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
 - e. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in force and effect until the completion of services in accordance with the Agreement, in case the Consultancy Services is awarded to the Consortium. However, in case the Consortium is either not qualified for the Consultancy Services or does not get selected for award of the Consultancy Services, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by KSIIDC to the Bidder, as the case may be.

8. Miscellaneous

- 8.1 This Joint Bidding Agreement shall be governed by laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of KSIIDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SECTION V. TERMS OF REFERENCE

1. INTRODUCTION

1.1. BACKGROUND INFORMATION

The Government of Karnataka (GoK) is in possession of approx. 407 Acres 3 Guntas of land situated adjacent to and along the northern boundary of the Kempegowda International Airport, Devenahalli, Bengaluru.

Considering the strategic location of the land, the GoK is desirous to develop a Signature Project – **“Bengaluru Signature Business Park”** on the subject land, which would enhance the global status and recognition of Bengaluru, Karnataka and India. The proposed Project is envisaged to be a sustainable development integrating the Green initiatives with world class infrastructure.

In view of the same,

- (i) The GoK has **appointed a Consultant for development of alternative Project Concepts & Preparation of Master plan** for the proposed development.
- (ii) From the development Concept alternatives, the GoK has selected the **“Mixed Use Development”** Concept, comprising of 4 Districts, namely (i) R&D and Innovation District, (ii) Design and Culture District, (iii) Business District; and (iv) MICE and Retail District.
- (iii) Further, the Master plan option with **“Central Green Spine”** has been selected by the GoK.
- (iv) The Consultant has prepared the **preliminary Trunk Infrastructure plan** for the proposed development, comprising Internal Roads, Power supply, Water Supply, Sewerage System including treatment & supply of treated water, Solid Waste Management, Rainwater Harvesting, Information & Communication Technology (ICT) system, Utilities & Utility ducts, security & monitoring system, utility management / control centre, multi-level car parking, entrance plazas, green spaces, etc. The summary of the same is shared herewith at **Annexure-1** for information / reference to bidders. (The detailed report shall be shared with the successful Bidder / Consultant for reference).
- (v) In addition, for direct connectivity to the site from Bengaluru – Devenahalli direction along the National Highway, an elevated direct connectivity has been proposed, that is currently being envisaged to be implemented through National Highways Authority of India (NHAI). The implementation of the trunk infrastructure is envisaged to be synchronised / in parallel with the implementation of the flyover.
- (vi) It is currently envisaged that upon implementation of the Trunk Infrastructure, the individual land parcels / plots within the 4 districts would be bid out on lease basis to individual developers / users, for development.
- (vii) Obtaining the Environmental Clearance for the Project is included in the role of the master plan consultant and the studies and needful documentation for the same is currently under process.

- (viii) The Project is expected to be fully developed / occupied over a horizon period of 10-20 years.

Now, the GoK has decided **to implement the Phase-1 of the Trunk Infrastructure for the proposed development** and has accorded the needful approvals to Karnataka State Industrial and Infrastructure Development Corporation Limited (KSIIDC), the Nodal Agency for implementing the same.

1.2. OBJECTIVE

Having completed with the preparation of the Master plan and the preliminary Trunk Infrastructure plan, KSIIDC is now desirous of selecting a Consultant / Consortium of Consultants for **“Designs and Detailed Engineering for Trunk Infrastructure & Project Management Consultancy (PMC)”** for taking up the implementation of the Trunk Infrastructure in a time bound manner.

1.3. PHASING OF TRUNK INFRASTRUCTURE

As mentioned in the background above, the Project is expected to be fully developed / occupied over a horizon period of about 10-20 years. As such, as per the preliminary Trunk Infrastructure plan submitted by the master plan consultant, the Trunk Infrastructure has been recommended to be developed in two phases. Notwithstanding the same, certain infrastructure components viz: Roads, STPs, etc., may be needed to be developed / installed modularly at intermittent stages in between the phases, depending upon the demand.

In the event that the future market conditions in actual witness a different demand-supply situation that accelerates the occupancy / demand, the 2nd phase of the Trunk Infrastructure would be triggered so as to meet the demand scenario.

As such, the following is envisaged in the two phases:

Phase-I:

- Preparation of Detailed Project Report (DPR) for the detailed design of the entire Trunk Infrastructure for the proposed master plan for the 407 Acres 3 Guntas
- Implementation of Phase-I of the Trunk Infrastructure

Phase-II:

- Implementation of Phase-II of the Trunk Infrastructure

1.4. IMPLEMENTATION MODE FOR TRUNK INFRASTRUCTURE

Considering the Proposed development to be greenfield, the major infrastructure works in the Phase-I would need to be on either Lumpsum or Item rate contracts. However, Private Sector Participation (PSP) could be used in components, which are amenable to such system in Phase-I. It would also be encouraged to consider PSP extensively in the Phase-II of the Project. To the extent feasible, it is desirable to select a single implementing agency for implementation of the envisaged trunk infrastructure for the Phase-I.

The introduction of PSP would also be in line with the overall policy of the Government

of Karnataka to involve private sector participation to improve the efficiency of the services provided and to graduate from the role of infrastructure provider to the role of facilitator of infrastructure development.

For selected Infrastructure components, alternative procurement modalities, such as Performance-Based Deferred Payment Structure (PBDPS) and Performance-Based Management Contract (PBMC), would also be encouraged, wherever the same is justified through a Cost Benefit Analysis. The PBDPS modality requires private contractors to partially bridge-finance the construction and subsequent O&M costs in exchange for annuity-like payments over a 10-year period, which comprises of base fees that will be determined through bidding according to predetermined performance indicators. In addition to introducing private investments, PBDPS will ensure higher accountability of the contractors by combining construction and actual service delivery during the operation phase into one single contract package, which cannot be achieved easily under conventional procurement modalities.

Under PBDPS, the contracts are typically formatted to allow contractors / developers to design, construct, operate and maintain the facilities to meet the performance targets. Payments are released for the services provided as per the specified standards. This concept would take cognizance of the need to deliver an efficient service and the contractor/operator's performance would be regulated by a set of output parameters.

1.5. ADVISORY SERVICES PERIOD

The total envisaged advisory services period is 22 months, where 6 months are envisaged for the initial design & procurement process and 16 months for the implementation period.

1.6. ROLE OF CONSULTANT

The Consultant will be responsible, as may be required for the various delivery components, to carry out all surveys, studies and site investigations, to update the Trunk Infrastructure proposal already prepared, to review and suggest alternative designs to the proposed infrastructure components (if found necessary), to prepare detailed engineering designs, to prepare bid documents, specifications and construction drawings, and to assist KSIIDC in inviting bids for selection of Implementing Agenc(ies) for the Trunk Infrastructure works and bid evaluation.

In addition, the Consultant will be responsible to ensure quality assurance, contract management, joint measurement and certification of the works completed, and recommending payments to the contractors as well as progress monitoring. In the case of Turnkey / PBDPS contracts, the consultant will act as independent engineers to proof-check designs and oversee supervision, quality assurance, progress monitoring, etc.

The consultant will be selected and engaged in accordance with the process stipulated in this Request for Proposal (RFP) document.

1.7. BROAD SCOPE OF SERVICES

The Scope of Services of the Consultant shall cover:

- i. Review of the preliminary Trunk Infrastructure proposal prepared by the consultant appointed by KSIIDC for preparation of Project Concept & Preparation of Master plan and firming up the Trunk Infrastructure proposal.
- ii. Preparation of Detailed Project Report comprising of the design basis and detailed Designs for the Trunk Infrastructure for the entire master plan.
- iii. Providing Detailed Engineering Services, Bid Document & Bid Process Management services for selection of implementing agency (Contractor) for implementing the Phase-I of the Trunk Infrastructure.
- iv. Providing Project Management Consultancy (PMC) services during implementation of the Phase-I of the Trunk Infrastructure.

1.8. DETAILED SCOPE OF SERVICES

1.8.1. PART A: PRE-EXECUTION STAGE (OUTPUT BASED LUMPSUM CONTRACT)

I. General

Under this approach, the consultant would be paid a fixed sum of money for a well-defined product to be delivered by an agreed deadline. Payments are made in accordance with an agreed schedule linked to the delivery of a product.

a. Site Reconnaissance and Review of previous studies & reports

- i) Carry out a site reconnaissance survey for understanding the key site features and local (on ground) conditions of the project site as well as its surroundings. (consultant to take due cognizance of the restrictions, and other limitations applicable due to the proximity of the site to the International Airport).
- ii) Collect all relevant & applicable guidelines applicable for the infrastructure works, including from BIAPPA, AAI, BMRDA, KIADB, BWSSB, KUWS&DB, BESCOM, KPTCL, BBMP, KSPCB, MoEF&CC, NHAI, South Western Railways, and any other agency / statutory / regulatory body / authority.
- iii) Study the Project proposal including master plan & preliminary Trunk Infrastructure proposal, and its implementation / development strategy including Project structure, phasing plan, etc.
- iv) Study the future infrastructure proposals of the Government (GoK and GoI) in the region viz: NHAI, State Highways, BIAL, Railways, BMRCL, BARL, BMRDA, BDA, KIADB, BESCOM, BWSSB, etc. that shall impact / influence the developments at the proposed project
- v) Review of local site and environmental conditions etc.
- vi) Analyse the existing infrastructure status – covering water supply, power supply, storm water drainage, ICT connectivity links, solid waste management, wastewater management etc.
- vii) To review and take note of the status of the process for the Environmental Clearance for the proposed Project, which is currently ongoing and to co-ordinate with the consultant appointed by KSIIDC for pursuing early accomplishment of the objective.

The site reconnaissance and review has been envisaged to gain complete understanding of the subject site and conditions so as to ensure that the recommendations of the Consultants are practical, implementable and economical.

b. Site Studies

- i) Carry out ground verification of topographic survey already carried out including setting up of benchmarks w.r.t. the MSL, Airport, Runway, Highway, Railway line, High flood line of the drains, surrounding areas, nearby lakes, etc. In case inadequate, the consultant shall carry out further detailed level of topographic survey (contours at every 0.5 meters interval and spot levels at 5 meters grid),

wherever necessary for obtaining a reasonable amount of information pertaining to existing ground levels, as may be necessary for fixing of formation levels / design of various infrastructure components.

- ii) Carry out necessary geo-technical investigations as per IS Code specifications and as necessary for designing of various Trunk Infrastructure components envisaged. The number of boreholes shall be in accordance with the stipulations of the relevant IS (Indian Standards) codes. The consultant shall discuss the number of boreholes and trial pits and locations of the same on site with KSIIDC before proceeding to the investigations. The boreholes shall be spread uniformly within the Project Site to determine the (SPT-N) values at every 1.5 meter depth. Soil samples taken from boreholes shall be classified and index properties shall be determined and presented. The boreholes shall be carried out as required. Necessary trial pit sampling also are to be carried out along with necessary engineering properties of the soil such as SBC, CBR, etc. The soil test report, findings and recommendations for foundations / design of foundation shall be submitted as a report in both Hard and Soft Copies.
- iii) The Master plan consultant has recommended the Project to be Indian Green Building Council (IGBC) certified. In this regard, the Consultant shall be required to needful data collection / documentation including by videos, satellite images, photography using drones, etc, for appropriate documentation.

c. Firming up of Trunk Infrastructure components

- i) The master plan consultant has prepared the **preliminary Trunk Infrastructure plan** for the proposed development, comprising Internal Roads, Power supply, Water Supply, Sewerage System including treatment & supply of treated water, Solid Waste Management, Rainwater Harvesting, Information & Communication Technology (ICT) system including security & monitoring system, Utilities & Utility ducts, utility management / control centre, multi-level car parking, entrance plazas, etc.

The consultant shall review the trunk infrastructure components envisaged by the master plan consultant and make suggestion for additions, including for components such as Smart Signages, innovative designs for traffic islands / roundabouts, bus stops including locations, advertisement hoardings including locations, street furniture, design of unique traffic island / parks, etc.

- ii) The Consultant shall in discussions with KSIIDC and the Program Manager consultant, firm up the list of Trunk Infrastructure components.

d. Approval for Master Plan by Bangalore International Airport Area Planning Authority (BIAAPA)

- i) The Government of Karnataka has selected the Master plan with “Central Green Spine” for the Project. However, due process for approval for the Master plan from Statutory / Regulatory bodies needs to be carried out formally.

- ii) The Consultant shall co-ordinate with the Consultant appointed by KSIIDC for preparation of the master plan for needful data and information, including in soft copies as may be required for preparation of the submission drawings.
- iii) The Consultant shall prepare the complete application as per the formats / requirements of BIAAPA including drawings, area statements, application form(s), etc, as required for submission to BIAAPA.
- iv) The Consultant shall assist KSIIDC in pursuing for needful documentation that may need to be enclosed alongwith the application.
- v) The Consultant shall assist KSIIDC in co-ordinating with BIAAPA for pursuing early approval of the master plan, including assisting in preparation and providing clarifications, additional information, etc.

e. Indian Green Building Council (IGBC) Pre-certification and Certification

- i) The Master plan consultant has recommended the Project to be Indian Green Building Council (IGBC) certified. In this regard, the Consultant shall be required to do the needful data collection / documentation including by videos, satellite images, photography including using drones, etc, for appropriate documentation, as part of site studies envisaged above.
- ii) The Consultant shall review the IGBC rating including scoring parameters suggested by the Consultant and make recommendations to KSIIDC on the target rating for the Project.
- iii) It shall be in the Consultants role to prepare the needful application / documentation and guide and assist KSIIDC in pursuing for the pre-certification for the Project.
- iv) Further, the Consultant shall take up all tasks as may be required for obtaining and maintaining the certification during the services tenure including maintaining proper records, documentation, etc.

f. Design Basis for Trunk Infrastructure

- i) For each of the Trunk Infrastructure components, the consultant shall evaluate the options and recommended the most appropriate design options, based on life cycle cost analysis.
- ii) The consultant shall review the preliminary trunk infrastructure proposal by the master plan consultant and recommend changes, wherever necessary, for optimizing the design.
- iii) The consultant shall also take due cognizance of the urban design guidelines recommended by the Consultant, wherever applicable, while designing the trunk infrastructure components.
- iv) While designing for water supply and sewerage system, plan for utilization of treated sewage water for non-potable purposes, including an alternative option for air conditioning, if feasible, is to be considered.
- v) While designing for internal roads, traffic & circulation plan as per best industry practices and design standards will have to be prepared.

- vi) The consultant shall take note of the existing natural drainages / nallahs flowing through / originating from the Site and the BIAPPA / BBMP guidelines pertaining to the same and shall strictly adhere to the prescribed / stipulated guidelines pertaining to the same.
- vii) The design basis for the proposed external infrastructure linkages shall be prepared and submitted.
- viii) The Consultant shall furnish line estimates of cost for all the infrastructure components
- ix) The consultant shall be required to evaluate the recommendation of the master plan consultant for phasing the trunk infrastructure implementation and make appropriate suggestion on phasing / modular design options, etc.
- x) Fixation of formation levels of the proposed development duly considering all surrounding conditions and in discussion with KSIIDC and the master plan consultant for ensuring that the same does not adversely affect the building heights proposed by the master plan consultant.
- xi) The consultant shall prepare and submit a **“Design Basis Report”** comprising the design criteria, parameters, standards, material, as well as the life cycle cost analysis for each design along with block estimate of cost, which shall be submitted to the KSIIDC for approval.

g. Detailed Project Report (DPR) for Trunk Infrastructure

- i) The consultant shall prepare detailed designs for each of the trunk infrastructure components, duly keeping in the mind the project development objectives of being a “Signature Development”, the development concept, etc.
- ii) The DPR shall comprise of the detailed design calculations, schematic & detailed design drawings, etc.
- iii) Preparation of topographical base map based on total station survey showing the details of trunk infrastructure components (water supply, sewerage, storm water drains, treated water lines, roads, electrical and ICT, utility ducts, etc) on GIS platform showing each of the Trunk Infrastructure components in different layers. This is required to be updated subsequently with as built drawings (at the end of the services).
- iv) The consultant shall propose smart features for each of components including a centralized command / management system and centre.
- v) The Consultant shall carry out detailed engineering and designs for all identified Trunk Infrastructure components covering but not limited to:
 - a. Site Boundary (wherever applicable, including along the railway line and National Highway) & Entrance Plaza(s)
 - b. Hierarchical (functional) Road Network design supported with cross sections and design specifications, detailed drawings.
 - c. Water Supply System design (conveyance systems for fresh water, fire fighting water, recycled water) supported with detailed network drawings and design specifications

- d. Power Supply System design supported by detailed distribution drawings and Captive / Alternative Power Plant details, if necessary for the project.
 - e. Wastewater Conveyance System design supported with detailed drawings, line diagrams of proposed treatment systems (STP),
 - f. Storm Water Management System design supported with necessary drawings
 - g. Rainwater harvesting system design supported with necessary drawings
 - h. Green space and landscaping designs supported with necessary drawings
 - i. CCTV & Surveillance system design supported with necessary drawings
 - j. Design of central command / management system and building supported with necessary drawings
 - k. Buildings limited to pump rooms, electrical rooms, substation electrical room / Office, Central Command Centre, Security Rooms, etc only. The Central Command Centre for the Trunk Infrastructure (about 4000 Square Feet) is currently proposed to be housed above the substation electrical room / Office.
- vi) For each of the trunk infrastructure components, the consultant shall also recommend the implementation technology, process, alternative list of approved makes, materials, technical specifications, etc.
- vii) All necessary calculations will be prepared to determine and justify the engineering solution proposed for each component (based on life cycle cost analysis also), and will be incorporated into the design reports.
- viii) The design report should contain the detailed life cycle cost analysis, economic and financial analysis, asset utilization and management action plans including O & M plan
- ix) The DPR shall also comprise of the engineering drawings, Bill of Quantities (BoQs), and detailed cost estimates for each of the phases, as per latest applicable Schedule of Rates as well as Market Rates.
- x) Prepare an integrated Trunk Infrastructure Development & Investment Plan considering short, medium and long term strategy for each of the components, based on least life cycle cost option (including capital & O&M) etc.
- xi) Analyse the O&M cost for each component, the maintenance charges that would need to be levied for each of the components.
- xii) Identify & list out components / sub-components that can be taken up by private sector and public private partnership separately and mention the roles that could be taken up on PSP / PPP in each of the implementation phases.

h. Detailed Engineering Design Drawings

- The consultant shall prepare the detailed engineering designs as per the approved design basis and suggestion if any of the Client. Designs will be sufficiently detailed to enable the Implementing Agency / Contractor to proceed with the construction work and will be incorporated into a detailed design report, to be

submitted for the approval of the KSIIDC.

- The detailed designs for each component shall be supported with Good for Construction Drawings along with detailed Technical specifications.

i. Detailed Cost Estimates & Technical Specifications

- The Consultant shall prepare Detailed Bill of Quantities (BoQs), Cost Estimates for all the trunk infrastructure components.
- The Consultant shall carry out Rate Analysis and prepare detailed cost estimates as per prevailing Standard Schedule of Rates (SSR). Comparative quotes (atleast 3) shall be provided for the items those are not available in the SSR.
- Detailed technical specifications shall be prepared and the consultant shall prepare tender Documents for works

j. Bid Documentation

- To the extent possible, the implementation of Phase-I of the Trunk Infrastructure shall be planned as a single package, for ease of co-ordination during implementation.
- The procurement of implementing agenc(ies) / Contractor shall essentially be through the e-procurement module of the Government of Karnataka.
- The bid process for selection of the Implementing Agency / Contractor may be taken up as a multiple /single stage (three envelop system) Request for Proposal (RFP). For the same, the Consultant shall be required to prepare a Request for Qualification and Request for Proposal (Bid Document) for inviting bids for the implementation of the Project.
- Specifications/Conditions of Contract
Assist in formulation of standard bid documents and specifications for the various contracts. Prepare the necessary documentation to permit local and international competitive bidding. The Consultant shall be required to prepare the Bid document (including Contract) on lines of Federation Internationale des Ingenieurs Conseil (FIDIC) or Standard Bidding documents of Government of Karnataka, as specified by Client.

Preparation of bid and contract documents will include instruction to bidders; general and special conditions of contract, technical specifications, bills of quantities, bid drawings, and forms of contract. The specifications will be in detail. The bills of quantities will be based on detailed calculations of quantities where in the cost estimates will be prepared based on schedule of rates. In addition, the Consultant will prepare overall implementation schedule including for each trunk infrastructure component.

- The consultant shall draw the minimum qualification criteria (financial as well as technical-experience, equipment, personnel i.e. construction execution team, etc) for the bidders and for this, the guidelines stipulated by the

Government of Karnataka, and where no specific guidelines have been prescribed by the Government of Karnataka, guidelines of CPWD / CVG shall be taken into consideration.

- vi. The Consultant shall draw the draft tender notice and advice and assist KSIIDC for publishing the same in Newspapers that shall attract attention of prospective bidders.

k. Bid Process Management

- i. The Consultant shall assist KSIIDC in conducting the Pre-bid Meeting including drafting the proceedings of the Pre-bid meeting, responding to the queries raised during the Pre-bid meeting and in drafting addendums to Bid Documents, if any.
- ii. The Consultant shall assist KSIIDC in the opening of the bids, and shall evaluate the contents of each envelope and submit a detailed Report to KSIIDC on the same at each Stage. The Consultant shall also assist KSIIDC in presenting the same before the Committee / Government.
- iii. The committee shall be evaluating the Bid Evaluation Report submitted by the Consultant. The Consultant shall be required to co-ordinate and assist the Committee in reviewing the evaluation of the Bids including assessment for ensuring conformity to prescribed parameters and also assist KSIIDC in drawing the proceedings of each meeting of the Committee.
- iv. The Consultant shall be required to submit its recommendations on the reasonability of the selected Bid, recommend reconsideration of cost / negotiations, etc and to assist KSIIDC in conducting the negotiations with the selected bidder.
- v. The Consultant shall be required to submit a report including comparative statements for costs and submit Bid Evaluation Reports for each stage of the Bid evaluation process as well as a comprehensive final Bid Evaluation Report.
- vi. The Consultant shall assist KSIIDC in compilation of the entire evaluation process for presentations to the Committee / GoK for approval.
- vii. The Consultant shall assist and advise KSIIDC in issuance of Letter of Award, signing of Agreement with the selected Bidder and issue of Notice to Proceed.

The consultant shall:

- i. ***Attend meetings with Client, Government, Stakeholders etc. and make presentation(s) on the above as required by the Client.***
- ii. ***Provide all the necessary assistance to client, including providing clarifications, if any, for obtaining the requisite approvals from the concerned authorities/departments for timely implementation of the***

project.

- iii. *Submit monthly status & progress reports on the assignment to KSIIDC prior to the 5th of Every Month. The format of the Report shall be approved by KSIIDC*

1.8.2. PART B: EXECUTION STAGE (OUTPUT BASED LUMPSUM CONTRACT)

a. Proof Checking of Design, Specifications and Execution Drawings (*In case of PBDPS Contracts only*)

- i. The Consultant shall review the detailed designs and drawings prepared by the Contractor / Developer, to ensure the following:
 - a. Compliance to Bid / RFP Conditions, specifications and standards
 - b. Compliance to general safety and design standards
 - c. Compliance to international standards
- ii. The Consultant shall review, seek clarifications, changes, revisions and corrections and recommend to provide in-principle approval for overall designs submitted by the Contractor / Developer.
- iii. The Consultant shall proof check the documents & drawings submitted by the Contractor, monitor, co-ordinate, seek clarification, design overview.
- iv. The Consultant shall review all designs, documents, drawings, estimates, specifications, makes and information provided by the Contractor / Developer and validate the designs in writing and also supervise the ongoing design & construction works, monitor and conduct periodical inspection at the site. (It is clarified here that (i) all Good For Construction (GFC) drawings are required to be checked & certified internally by the Consultant prior to issuance for execution at site (ii) procurement of finishes, equipment, etc shall be carried out only after recommendation of samples, designs and specifications by the Consultant & approval by KSIIDC).
- v. The Consultant shall render the above referred services for following specialized areas, either from in-house expertise demonstrated in its bid or from the Individual Expert as being identified during bid stage :
 - a. Urban Planner cum Landscape Architect
 - b. Structural Engineer;
 - c. Traffic Analyst;
 - d. Transportation Design Engineer;
 - e. Water Supply & Sewerage Engineer;
 - f. Sanitation Engineer;
 - g. Fire Fighting Engineer;
 - h. Electrical Engineer;
 - i. Environmental Engineer.
 - j. Acoustical Consultant;
 - k. HVAC Engineer

- vi. The Consultant shall ensure that the planning, designing of works and specifications & materials meets all Indian regulations, Laws and standards and comply to International standards.
- vii. The Consultant for the Phase-I i.e. detailed design & engineering shall attend every review meeting conducted by the PMC in addition to the regular site visits during implementation works. Further, wherever necessary, based on the site conditions, the Consultant may issue revised drawings, taking due cognizance of the specific site condition(s) after conducting a site visit.
- viii. In case of unavoidable design / specification changes (having no adverse effect on Project Cost) being proposed by the Contractor / Developer, the Consultant shall interact with the Contractor / Developer and shall review the background, the constraints / difficulties leading to such changes and make attempts to mitigate the issue without the changes. However, in the event of unavoidable circumstances, the consultant shall provide due justification for the same and recommend the same to KSIIDC.
- ix. In case of unavoidable design / specification changes (having adverse effect on Project Cost) being proposed by the Contractor / Developer, the Consultant shall interact with the Contractor / Developer and shall review the background, the constraints / difficulties leading to such changes and make attempt made to mitigate the issue without the changes. However, in the event of unavoidable circumstances, the Consultant shall provide due justification, statement of cost implications (saving / variation statement), impact of the changes on Project Cost due to the same, impact on Project implementation schedule due to the same, and recommend the same or alternative and practical solutions to KSIIDC.

b. Project Management Consultancy

The services shall briefly comprise of Construction Supervision and Project Management Services (includes 100% supervision, quality assurance, 100% measurements, quality control, bill checking and certifications, monitoring time schedules, overall project monitoring, prior identification of risks such as likely delays and mitigating the same, plans & records, documentation, testing / trial running etc. Final settlement of contractors' bill and submission of as built drawings)

The Scope of PMC Services are further detailed as below:

(a) Contract Management

- i. The Consultant shall monitor the contractual obligations of the Contractor and assist and advise KSIIDC in ensuring the compliance by the Contractor.
- ii. The Consultant shall from time to time advise KSIIDC on fulfillment / default of the terms of the contractual obligations by the Contractor and review and recommend to KSIIDC the actions to be taken in each case.

(b) Project Management Consultancy Services (PMC) including work supervision and monitoring

i. General Scope of work:

- a) The Consultant shall perform the role of PMC during execution of the project and shall act as representatives of KSIIDC for reviewing and monitoring the progress and quality of the construction / equipment of the Project
- b) The Consultant shall be fully responsible for effective time & cost control of the Project failing which the Consultant shall be liable for levy of penalty.

ii. Project Office Establishment:

The Consultant shall provide all the approved project personnel (team leader & his team), full fledged office, administrative support, at the Project Site so as to coordinate the activities between KSIIDC and the Contractor and perform the Roles envisaged in this TOR.

iii. Detailed Scope

The Consultant shall provide overall Project Management Services covering but not limited to the following:

- Establish Project Management System and Procedures
 - Planning & Scheduling Control and monitoring
 - Cost Control
 - Quality & Quantity certification
 - Change order Control Management
 - Project Documentation Control
- a) The Consultant shall plan and monitor Project Activity Schedule using Primavera P6 or MS Projects. The Consultant shall review the overall Project Schedules/network, identifying critical path, discussing with the Contractor, setting priority activities and target dates for completion of sub-activities, etc and the timely completion of the Project
 - b) The Consultant shall also produce one Master Overall schedule and report overall progress every month. The Consultant shall prepare detailed discipline wise schedules for setting out targets; coordinate and on request by KSIIDC, assist KSIIDC in work progress presentations / discussions as may be required.
 - c) The Consultant shall monitor the project (both physical & financial) during entire project duration and shall submit monthly & quarterly reports (including work diaries) as well as during intermediate periods, as required by KSIIDC (The Reports shall be as per formats as approved by KSIIDC). Cost Control of project considering resource mobilisation and resource levelling, Analysis of project records; Identification of present conditions; Forecasting requirements for completion; Preparation of incremental and cumulative costs records.

- d) The Consultant shall review and update the networks and project schedules regularly and take / initiate pro-active actions to avoid delays and ensuring timely completion of the Project and also suggest remedial actions to catch up the delayed activities. The Consultant shall develop Project Information system for highlighting slippage and hold up the Contractor for management, action and control.
- e) The Consultant shall be a single point contact for all technical and contractual matters as well as site office coordination. The Consultant shall coordinate the activities of all parties including KSIIDC to effectively deliver their services.
- f) The Consultant shall coordinate with different departments/agencies in issues related to land, infrastructure etc. for implementation of the works
- g) The Consultant shall carry out the function of accounting, financial record and controls of all the project related activities including payments schedules and deliverables of contractor.
- h) The Consultant has to review and finalise Quality Control Manual and construction safety manual to be prepared by the Contractor.
- i) The Consultant shall coordinate the activities such as site take over, discussion with KSIIDC and the Contractor, review Contractor's work schedule, work plan and implementation schedule as per the contract, review of master list of equipments and materials, review of master list of personnel, review of the Contractor's insurance policy, making arrangements for items like site office, laboratories etc.
- j) In case of deviations / variations in the Project design / specifications, the Consultant shall compute the saving / excess in the Project costs due to the same, the time attributable to the deviations, review and recommendation of the rate analysis, estimated quantity, etc.
- k) The Consultant shall address issues relating to specific site conditions, design modifications; review matters related to supervision of safety and environment management measures by Contractor for the project.
- l) The Consultant shall supervise Quality control, commissioning procedures and assist KSIIDC in issuing certificate of satisfactory completion of works / milestones, establishment of quality control lab at site by the Contractor. All the necessary Quality Control tests shall be carried out by the Contractor under the supervision of the Consultant and the test results to be accepted by the Consultant and recommended to KSIIDC.
- m) The Consultant has to issue quality certificate (to ensure compliance with the technical specifications and contract requirements) for the works being carried by the Contractor.

- n) The Consultant has to issues a quantity certificate confirming that 100% of the quantities have been checked and confirmed to have been executed at site under the supervision of the Consultant.
- o) Safety Control of both the public and the workforce through co-ordination with KSIIDC / Contractor to resolve the problems due to environmental impacts within the laws, regulations and policies of the State. PMC to deploy / nominate a senior safety officer to monitor construction safety measures.
- p) The Consultant shall undertake performance control with respect to the quality of materials proposed by the contractor and delivered to the project site by conducting the required test specified in the specifications periodically as set and approved by KSIIDC, these will include:
 - (i) Quality tests on construction material as per requirement and ensure they comply with the Standards & Specifications and accepted method of quality control.
 - (ii) Inspection & certification of quality for material /equipment procured by Contractor by inspecting the manufacturer's certificates and test results and ensure compliance with the specifications.
- q) The Consultant shall document the Contractor's activities & issue letters/work instructions/notice recommendations as and when required.
- r) While execution of the project, in case of technical issues where execution drawings are found not to be suitable / erroneous, the Consultant shall come out with an engineering solution to the problem being faced, by interacting with the Design Team and the Contractor, co-ordinate for issuance of appropriate changes / revisions and monitor the execution of the same incorporating the changes into the original plan with supporting drawings.
- s) The Consultant shall hold project site review meetings on weekly basis where KSIIDC and other officials of the GoK may also be present. The Consultant shall conduct meetings and prepare MOM and follow-up action plan / action taken plan that shall be reviewed in the next meeting. A copy of every such meeting MOM & action taken report shall be emailed to KSIIDC on the same day.
- t) The Consultant shall submit the progress reports to KSIIDC and in the formats required for various government authorities as necessary. In addition, the Consultant is required to update and present the actual progress report as and when required for review by KSIIDC/ GoK. The Consultant shall carryout, in coordination with KSIIDC, all the activities required for the safe and timely completion of the project without cost

over-runs / minimizing Cost Over-runs; assure quality of work as per applicable standards in all activities related to the project.

- u) The Consultant shall promptly review and comment/approve design calculations, data sheets, shop/fabrication drawings etc., submitted by the Contractor. The Consultant shall resolve any missing information or seek clarification in respect of any design and drawings submitted by the Contractor.
- v) The Consultant shall liaise with its Design Team and the Contractor to resolve design related problems encountered during the Construction Stage.
- w) The Consultant shall also undertake the following activities and where appropriate, make suitable suggestions.
 - i. Assist KSIIDC to address legal issues associated with the Contract. Any assistance with respect to court cases and contract agreement needs to be provided.
 - ii. Analyze and allocate / apportion delays attributable to KSIIDC, Design team, Contractor, etc and suggest remedial as well as penal action. Assist in interpreting and applying the various legal provisions of the contract documents, and in amicably resolving disputes.
 - iii. Assist KSIIDC in establishing a system to monitor the Project's environmental impact indicators, review the data collected, evaluate the effectiveness with which the environmental mitigation and monitoring measures are implemented and recommend action to be taken.
 - iv. Provide effective and regular supervision of the works and ensure their quality and conformity with the standards and specifications prescribed in the contract; to ensure prevention rather than post corrective remedial measures.
 - v. Compile and review all day-to-day quality control data obtained from the construction sites, and verify the accuracy of such data by checks of the records and by carrying out independent testing as necessary;
 - vi. Provide certification on the quality of works accomplished and on their conformity to specifications and drawings; The Consultant shall ensure that the works are completed in accordance with the approved design.
 - vii. Examine and make recommendations on all claims from the contractor for variations, time extension, extra compensation, or expenses or other similar matters, with due justification, etc;
 - viii. Propose and present for approval any changes in the designs that may be deemed necessary indicating any effect the changes may have on the contract and prepare all required change orders;
 - ix. If the consultant consider any item of work substandard or unacceptable, it will advise the KSIIDC in writing about it, providing

full justifications thereof with all necessary supporting data including test results;

- x. Compile and review all day-to-day quality control data obtained from the construction sites, and verify the accuracy of such data by random checks of the records and by carrying out independent testing where considered necessary;
- xi. Provide certification on the quality of works accomplished and on their conformity to specifications and drawings;
- xii. Examine and make recommendations on all valid claims from the contractor for time extension, extra compensation, or expenses or other similar matters, alongwith justifications for recommendations / rejections;
- xiii. Propose and present for approval any changes in the plans that may be deemed necessary indicating any effect the changes may have on the contract and prepare all required change orders;
- xiv. Consultants are required to be part of the joint measurement of works carried out by contractor. As quantity is part of quality the bill will be certified for payment by the Consultant after due joint measurement and verification.
- xv. Prepare “as-built” final drawings of all completed works;
- xvi. Prepare planned maintenance procedures for the infrastructure; O&M plan.
- xvii. Advise the KSIIDC on the completed works which could be accepted. If the consultants consider any item of work substandard or unacceptable, they will advise the KSIIDC in writing about it, providing full justifications thereof with all necessary supporting data including test results;

x) Quality Assurance System

- (i) The Consultant shall prepare and implement Quality assurance system. The Consultant shall designate a quality assurance manager who shall formulate and monitor the quality system for this project. He shall monitor project quality standards and shall conduct regular checks and the documents shall be released only after his concurrence.
- (ii) The quality of the services shall be ensured by deployment of resources – personnel and equipment and through regular interaction with KSIIDC.

y) Physical and Financial Monitoring, and Reporting

Provide technical and financial management advice to the KSIIDC for preparing budgets including financial allocations.

z) Integration with Trunk Infrastructure (External Linkages), Coordination with concerned government departments and other agencies

- (i) The Consultant shall co-ordinate with the other State / Central Government Agencies viz: KIADB, BWSSB, BESCOM, NHAI, SWR and also BIAL as and when required for availing the needful connections at site, etc and avoiding any duplication of works due to lack of co-ordination.
- (ii) The Consultant shall co-ordinate and co-operate with Contractors of other agencies, viz: NHAI, BIAL, KIADB, BESCOM, etc

aa) Post Construction Phase

- (i) The Consultant should perform performance tests on all the works to the satisfaction of KSIIDC.
- (ii) The defects pointed by KSIIDC during the defect liability period should be got rectified through the Contractor.
- (iii) The Consultant shall collect and submit as-built drawings duly checked, to be submitted in 3 sets of hard copy bound and 1 set of soft copy (Autocad version).
- (iv) The Consultant shall submit all Operational & Maintenance Manuals (both hard & soft)
- (v) The Consultant shall develop and handover a stock/store for the spares (both guarantee and operational)
- (vi) The Consultant shall review and finalise all as- built drawings/data developed by the Contractor
- (vii) The Consultant shall develop a detailed Inventory of items and the Project as a whole
- (viii) The Consultant shall submit final report, which will contain all technical and financial information of the project right from conceptualization to completion. The final report should be a complete comprehensive document including as-built drawings, variations, problems faced, actions taken, major events, contract changes, claims or disputes or any other substantive matters having an effect on the cost and progress of the work etc.

bb) Project Closure & Documentation

- i. ensuring the preparation of As-built drawings, O&M Manual, Inventory etc by the Contractor
- ii. Documentation of handing over of Project to KSIIDC / O&M Operator
- iii. Solicit training from the contractors to the end users of KSIIDC / O&M Operator on the use and operation of various systems in the facility before handing over to the KSIIDC for operation and use.
- iv. Documentation of entire Project Implementation

cc) Defect Liability Period

- i. The Role of the Consultant includes services during the defect liability Period.
- ii. In view of the above, the Consultant shall deploy its Dy. Team Leader at the Project Site during the Period for completion / correction of defects and monitoring of operations of the Trunk Infrastructure Components.

- iii. The Dy. Team Leader shall co-ordinate with the Operator of the Trunk Infrastructure for deployment of training, resolving teething problems, calibrating equipment and setting of operational procedures.
- iv. The Dy. Team Leader shall certify the rectification of all defects by the Contractor at the end of the defect liability period.
- v. The Consultant shall recommend to KSIIDC for issuance of a compliance certificate to the Contractor(s) upon satisfactory completion of rectification of defects by the Contractor(s).

SECTION VI: CONTRACT FOR CONSULTANT'S SERVICES

Between

Karnataka State Industrial & Infrastructure Development Corporation Ltd.,

and

[Name of Consultants]

CONTENTS

I. FORM OF CONTRACT

II. GENERAL CONDITIONS OF CONTRACT

1. General Provisions

- 1.1 Definitions
- 1.2 Law Governing the Contract
- 1.3 Language
- 1.4 Notices
- 1.5 Location
- 1.6 Authorized Representatives
- 1.7 Taxes and Duties

2. Commencement, Completion, Modification, and of Contract

- 2.1 Effectiveness of Contract
- 2.2 Commencement of Services
- 2.3 Expiration of Contract
- 2.4 Modification
- 2.5 Force Majeure
 - 2.5.1 Definition
 - 2.5.2 No Breach of Contract
 - 2.5.3 Extension of Time
 - 2.5.4 Payments
- 2.6 Suspension
- 2.7 Termination
 - 2.7.1 By the Client
 - 2.7.2 By the Consultants
 - 2.7.3 Cessation of Rights and Obligations
 - 2.7.4 Cessation of Services
 - 2.7.5 Payment upon Termination
 - 2.7.6 Disputes about Events of Termination

3. Obligations of the Consultants

- 3.1 General
- 3.2 Conflict of Interests
 - 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc
 - 3.2.2 Procurement Rules of Funding Agencies
 - 3.2.3 Consultants and Affiliates Not to Engage in certain Activities
 - 3.2.4 Prohibition of Conflicting Activities
- 3.3 Confidentiality

- 3.4 Insurance to Be Taken out by the Consultants
- 3.5 Accounting, Inspection and Auditing
- 3.6 Consultant's Actions requiring Client's prior Approval
- 3.7 Reporting Obligations
- 3.8 Documents prepared by the Consultants
to Be the Property of the Client
- 3.9 Equipments and Materials Furnished by the Client

4. Consultants' Personnel and Sub-consultants

- 4.1 General
- 4.2 Description of Personnel
- 4.3 Approval of Personnel
- 4.4 Working Hours, Overtime, Leave etc
- 4.5 Removal and /or Replacement of Personnel
- 4.6 Resident Project Manager

5. Obligations of the Client

- 5.1 Assistance and Exemptions
- 5.2 Access to Land
- 5.3 Services, Facilities and Property of the Client
- 5.4 Payment

6. Payments to the Consultants

- 6.1 Cost Estimates; Ceiling Amount
- 6.2 Remuneration and Reimbursable Expenditures
- 6.3 Currency of Payment
- 6.4 Mode of Billing and Payment

7. Settlement of Disputes

- 7.1 Amicable Settlement**
- 7.2 Dispute Settlement

III. SPECIAL CONDITIONS OF CONTRACT

IV APPENDICES

- Appendix A — Description of the Services
- Appendix B — Reporting Requirements
- Appendix C — Key Personnel and Sub-consultants
- Appendix D — Duties of the Client
- Appendix E — Cost Estimates
- Appendix F — Form of Bank Guarantee for Advance Payments

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2018, between, on the one hand, _____ (hereinafter called the "Client")

and,

On the other hand, _____ (hereinafter called the "Consultant").

or

"...(hereinafter called the "Client") and, on the other hand, a Consortia Lead by _____ and consisting of the following entities as member, 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; and
- (c) the Client has carried out a transparent & competitive bid process for the Services and based on the proposal (including Qualification, Technical & Financial) and the evaluation carried out as per the Request for Proposal document floated by the Client, the Consultant has emerged as the selected Consultant
- (d) Accordingly, with the approval of the Government of Karnataka, the Client has issued a Letter of Award (LoA) to the Consultant dated _____.

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (b) The Special Conditions of contract (hereinafter called "SC");
 - (c) The following Appendices:
 - Appendix A: Description of the Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-consultants
 - Appendix D: Duties of the Client
 - Appendix E: Cost Estimates
 - Appendix F: Form of Guarantee for Advance Payments
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 THE CLIENT]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE
CONSULTANTS]

By
(Authorized Representative)

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

[Name of the Member]

By
(Authorized Representative)

[Name of the Member]

By
(Authorized Representative)

Witness 1:

Witness 2:

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "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;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of Karnataka;
- (g) "Local currency" means Indian Rupee;
- (h) "Member", in case the Consultants consist of Consortia of more than one entity, means any of these entities, and "Members" means all of these entities; 'Lead Member' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- (i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- (j) "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)
- (k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and
- (m) "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.

- (n) ‘Third party’ means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 Law Governing the Contract

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

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 or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at Bengaluru as well as Devenahalli, Karnataka, India.

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 SC.

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.

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 or such other later date as may be stated in the SC.

2.2 Commencement of Services

The Consultants shall begin carrying out the Services from the date as specified in the SC and the Contract shall become effective from such date.

2.3 Expiration of Contract

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

2.4 Modification

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

agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the 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 Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Consultants (or any of their Members) become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the consultant, in the judgment of the 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 of the benefits of free and open competition.

- (e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract, by curtailing the scope of services. In such case, the Fee shall be paid to the consultant upto the milestone completed.
- (f) If there is a dispute between the Consortium members

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:

- (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 forty-five (45) 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 forty-five (45) 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 GC 2.7.1 or GC 2.7.2 hereof, 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 GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

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 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to the Arbitration Centre - Karnataka (Domestic & International) Rules 2012, 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 and effective equipment, machinery, materials and 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 GC 6 hereof 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 hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel 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 Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

The Consultants shall not engage, and shall cause their Personnel as well as their Sub consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in GOK which would conflict with the activities assigned to them under this Contract;
- (b) During the term of this Contract, any business or professional activities with the EPC Contractor or its Associates / Subsidiaries / Consultants which would conflict with the activities assigned to them under this Contract or would provide undue benefit to the EPC Contractor, and

(c) after the termination of this Contract, such other activities as may be specified in the SC.

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 (i) 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 coverages, as shall be specified in the SC, and (ii) 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 therefor 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 acceptable Indian accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the 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; and
- (b) appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub consultants' Key Personnel") merely by title but not by name;
- (c) for commencing with every stage / sub-stage of services envisaged in the terms of reference.
- (d) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in

Appendix B hereto, in the form, in the numbers and within the time 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, other documents and software prepared by the Consultants for the Client under this Contract 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 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 and software, if any, shall be specified in the SC.

3.9 Equipment and Materials Furnished by the Client

Equipment 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 and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment 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 full replacement value.

3.10 Indemnity to Client

The Consultant shall indemnify the Client from all risks arising out of any dispute amongst the Consortium Partners or with its sub-consultants

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 and prior approval of 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 therefor, 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 Team Leaders

The Consultants shall ensure that at all times during the Consultants' performance of the Services, the Team Leaders for respective Phases shall take charge of the performance of such Services and shall be positioned at Bengaluru / Project Site and will be available for all meetings / discussions called by the Client including at short notice.

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, 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 SC.

5.2 Access to Land

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. Payments to the Consultants

Payment to the Consultant shall be Milestone Linked, Lumpsum Professional Fee, payable on completion of milestones as in 6.1.(1) of SC

6.1 Cost Estimates; Ceiling Amount

An estimate of the cost of the Services payable in local is set forth in Appendix E.

6.2 Remuneration

The Client shall pay to the Consultant remuneration as set forth in Clause GC 6. The remuneration shall not be subject to any price adjustment.

6.3 Currency of Payment

All payments (Remuneration) shall be made in Indian Rupees only

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 SC, 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 SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.
- (b) As soon as practicable and not later than fourteen (14) 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 SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client 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 SC.

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 which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

1.1 (h) The Lead Member is the Member of the Consortium who satisfies any one of the Experience Criteria and atleast 50% of the Financial criteria (Qualification Requirements) and has been selected to be the Lead Member in the Consortium Agreement submitted alongwith the Bid.

1.4.1 The addresses are: Client:

Attention : Managing Director
Address : Karnataka State Industrial & Infrastructure Development Corporation Ltd.,
4th Floor, East Wing,
Khanija Bhavan,
Race Course Road,
Bengaluru - Karnataka
India 560 001
email : dgmipd3@ksiidc.com

Consultants (Lead Member) :

Attention :-----
Address:

Consultants (Member(s))

Attention :-----
Address:

1.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

1.5 The Services are required to be provided in Bengaluru & Devenahalli in Karnataka for which the Lead Member of the Consortium / Firm is required to open an office in Bengaluru (if Consultant is currently not having an Office in Bengaluru), where the Team Leader shall be required to be stationed. In case of Project Implementation Stage, the Team Leader and Team specified in the RFP shall be required to be stationed at the Project Site only.

1.6 The Authorized Representatives are:

For the Client: Mr. N.R.N. Simha, Executive Director, (I/c)

For the Consultants: _____

- 1.7.1 The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
- 1.7.2 However, the Consultancy Services tax as quoted by the Applicant as part of the Financial Proposal and payable for providing this Consultancy Services shall be paid/reimbursed by the Client separately. It shall be the responsibility of the Lead Member to remit the GST to be paid, any other statutory / regulatory payments and any undeducted TDS (if any), to respective statutory authorities.
- 2.1 The effectiveness of contract shall be the date of commencement of services as specified in the Letter of Award (LoA) dated _____. Submission of Performance Guarantee issued from a Nationalized / Scheduled Bank in India, in the format specified in Appendix-G, for an amount equivalent to 10% of total contract value, shall be conditions precedent to signing the Agreement
- 2.2 The Date of Commencement of Services shall be the date of commencement of services (i.e. _____) as specified in the Letter of Award (LoA) dated _____.
- 2.3 The time period shall be 22 Months or such other time period as the parties may agree in writing.
- 3.4 The risks and the coverages shall be as follows:
- (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.
 - (b) Third Party liability insurance with a minimum coverage of not less the Contract Value for the period of consultancy.
 - (c) Professional liability insurance with a minimum coverage equal to estimated remuneration and reimbursable.
 - (d) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.6(c) The other actions are:

- (i) issuance of meeting proceedings
- (ii) Public & Press Statements / releases pertaining directly or indirectly to the Project
- (iii) Representing client in any public/ Private / Govt. Forum
- (iv) sharing of project information

3.8 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. Further, incase the client has reimbursed / paid for purchase of any Software / Hardware, etc., such softwares, hardwares shall be handed over to the client in good working condition alongwith user licences, etc as may be applicable.

4.4 the working hours shall be minimum of 9:00AM to 6:00PM, and working days shall be Monday to Saturday. In case of Phase-II, the working days shall be as per the requirement of work at site.

4.5.(c) i. Client shall not bear any additional travel and other costs arising out of or incidental to any removal and/or replacement

- ii. The client expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction would be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

4.6 The person designated as Team Leader in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.

6.1 DELIVERABLES AND PAYMENT STRUCTURE

The payment for Consultants is linked with clearly defined deliverables along with time schedule as shown in Table below.

(I) Phase-I : Detailed Design, Estimates, Bid Documentation & Bid Process Management

During the pre-execution design phase, payment for Consultants is linked with clearly defined deliverables along with time schedule as shown in Table below. The duration of this phase is expected to be Eight months.

Deliverables	No. of Copies	Proportionate Payment (of Fees)	Cumulative time schedule from the date of commencement
Mobilization Advance (Against Bank Guarantee)		10% *	Recovery with Interest @ 10% p.a.
1. On Submission of Application (complete in all respects) by KSIIDC to BIAAPA for approval of Master plan	As per requirement stipulated by BIAAPA + 2 additional copies	05%	1.0 Month
2. On Firming up of Trunk Infrastructure components and approval of Design Basis Report	5	10%	1.50 Months
3. Submission and approval of Detailed Project Report (DPR) including detailed designs, BOQs and Costs of Trunk Infrastructure Components	5	35%	3.00 Months
4. On receipt of BIAAPA approval for Master Plan	-	10%	-
5. Submission and approval of draft Bid Documents for procurement of Contractor(s)	5	10%	3.50 Months
6. Submission and approval of Bid Evaluation Report(s)	5	05%	6.0 Months
7. On Issuance of Letter of Award(s) and signing of agreement with Contractor(s)	-	05%	6.0 Months
Sub- Total		80%	6 Months
8. On issuance of Good For Constructions (GFC) Drawings / Working Drawings during implementation stage including Site Visits, Revised drawings based on site conditions, if necessary, co-ordination with Contractor & PMC, etc.	5 sets	20%** Fees shall be paid pro-rata to Financial Progress of work at Site during the implementation stage	16 Months / Implementation Period

Total	100%	
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*Advance with interest @ 10% per annum to be recovered from the stage wise payments.

** The Fees for this Milestone shall be due only upon the commencement of implementation works and upon commencement of works by the Contractor.

All deliverables shall be submitted in hard and soft copies (editable formats) and shall be the property of the Client.

b. Penalties

A) Penalty for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of Penalty, subject to a maximum of 10% (ten percent) of the Agreement Value.

B) Penalty Damages for delay

In case of delay in completion of Services, Penalty not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day, subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. The imposition of Penalty will be for stagewise deliverables and payments due.

C) Penalty for deficiency in Services

In addition to the Penalty, as specified, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client.

D) Penalty Substitution of Key Personnel

The Client expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution,

such reduction would be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

c. Encashment and appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of :

- (i) breach of this Agreement or for levy of Penalty Specified.
- (ii) Termination of this Agreement by Client for reasons other than in GC 2.7.1 c.
- (iii) In case the Consultant is not able to deliver the services as envisaged in the Scope of Services / Terms of Reference.

(2) Phase-II: Project Management Consultancy Services (including work supervision & monitoring)

Deliverables	Proportionate Payment (of Fees)	Cumulative time schedule from the date of commencement
Mobilization Advance (Against Bank Guarantee)	10% *	Recovery with Interest @ 10% p.a.
1. Equal monthly installments during the construction period and upon submission of Monthly & Quarterly Reports	60%	16 Months
2. Pro-rata to the financial progress of the work at Site (Pro-rata to payments released to Contractor)	30%	
3. Equal monthly installments during the Defects liability Period	10%	12 Months

*Advance with interest @10% per annum to be recovered from the stage wise payments.

All deliverables shall be submitted in hard and soft copies (editable formats) and shall be the property of the Client.

d. Penalties

A) Penalty for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Consultant by way of Penalty, subject to a maximum of 10% (ten percent) of the Agreement Value.

B) Penalty Damages for delay

In case of delay in completion of Services, Penalty not exceeding an amount equal to 0.2% (zero point two percent) of the Agreement Value per day,

subject to a maximum of 10% (ten percent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. The imposition of Penalty will be for stagewise deliverables and payments due.

C) Penalty for deficiency in Services

In addition to the Penalty, as specified, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Client, other penal action including debarring for a specified period may also be initiated as per policy of the Client.

D) Penalty Substitution of Key Personnel

The Client expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. The Client will not consider any substitution of Key Personnel except under compelling circumstances beyond the control of the Consultant and the concerned Key Personnel. Such substitution shall be limited to not more than one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client. Substitution of one Key Personnel shall be permitted subject to reduction of remuneration equal to 20% (twenty percent) of the total remuneration specified for the Key Personnel who is proposed to be substituted. In case of a second substitution, such reduction would be equal to 50% (fifty per cent) of the total remuneration specified for the Key Personnel who is proposed to be substituted.

e. Encashment and appropriation of Performance Security

The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of :

- (iv) breach of this Agreement or for levy of Penalty Specified.
- (v) Termination of this Agreement by Client for reasons other than in GC 2.7.1 c.
- (vi) In case the Consultant is not able to deliver the services as envisaged in the Scope of Services / Terms of Reference.

6.1(b) The Ceiling amount of the Contract is:

Phase I: Rs. _____, subject to commencement of services for the stage / Milestone and completion of respective Milestone

Phase II: Rs. _____, subject to commencement of services for the stage / Milestone and completion of respective Milestone

6.1(c) No Additional Payments shall be made to Consultants for services construed to be covered in the Terms of Reference

6.2(a) No Price Adjustment is provided for in this Agreement.

6.2(b)

- (1) It is understood (i) that the remuneration rates shall cover such salaries and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges, overhead, and Consultants' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (2) Remuneration for periods of less than one month shall be calculated on a calendar-day basis for time spent and attributable to the assignment (one day being equivalent to 1/30th of a month).
- (3) The rates for Personnel are set forth in Appendix E.
- (4) The Consultant, while submitted their claims shall enclose the Work Diaries of each personnel for which such claims are being submitted. Such Work Diaries shall be duly signed by personnel and certified by the Team Leader including for reasonability of time spent and quality of professional input.

6.2(c) The reimbursable expenditures shall be the following:

NOT APPLICABLE

6.4(a) The following provisions shall apply to the advance payment and the advance payment guarantee:

1. A Mobilisation Advance of 10% of the Fees payable for each Phase shall be made within 15 days after receipt of advance payment guarantee.
2. The advance payment will be set off by the Client in equal installments against the Payment Milestones / Monthly Bills until the advance payment has been fully set off.
3. The bank guarantee shall be for an amount equivalent to the Mobilisation Advance being claimed.
4. The interest rate applicable on the Mobilisation Advance shall be 10% per annum

6.4(b) The Consultant shall as soon as practicable and not later than fourteen (14) days, after the completion of the payment milestone, submit to the Client, in duplicate, invoices of the amounts payable.

6.4(c) (i) 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). Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

(ii) The rate of Interest is 10% per annum

6.4(d) (i) The final payment under this Clause shall be made only after the final deliverable has 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 final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final deliverable 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.

6.4(e) The account No. is: -----

5.5 Disputes shall be settled by arbitration in accordance with the following provisions:

7.2.1 Selection of Arbitrators

Any dispute or difference or claim arising out, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre - Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

5.5.1 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Karnataka (Domestic & International) Rules 2012

7.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru, Karnataka.
- (b) the English language shall be the official language for all purposes
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. APPENDICES

Appendix A: Terms of Reference

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc.]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.]

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

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

Appendix E: Cost Estimates in Indian Rupees

List hereunder cost estimate:

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*
2. *Reimbursable expenditures :*

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 (a) of Contract)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the “Client”, 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 as the “Consultant” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client’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 Client 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 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 guarantee and undertake to pay the client 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, contest, 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 Client 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 Client discharges this guarantee.

The Client 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 Client 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 Client 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 Client and the Consultant any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client 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 Client or any other indulgence shown by the Client 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 Client 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 Client may have in relation to the Consultant’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to and it shall remain in force upto 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 _____ 2018 at WITNESS

(signature)

(signature)

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of

Attorney No. _____ Dated

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

Appendix F: Form of Bank Guarantee for Performance Guarantee

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____ Date: _____

To

The Managing Director**Karnataka State Industrial & Infrastructure Development Corporation Limited
Bengaluru**

In consideration of Karnataka State Industrial & Infrastructure Development Corporation Limited (hereinafter referred as the “Client”,] which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s _____, having its office at _____ (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. _____ dated _____ valued at Rs. _____ (Rupees _____), (hereinafter referred to as the “Agreement”) a Consultancy Services for _____, and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. _____ (Rupees _____) to the Authority for performance of the said Agreement.

1. We, _____ (hereinafter referred to as the “Bank”) at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, _____ (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken

for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).

7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing.

Dated, the day of 2018

For

(Name of Bank)

(Signature, Name and Designation of the Authorized Signatory)

Seal of the Bank:

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India

ANNEXURE-I TO RFP

SUMMARY OF THE PRELIMINARY TRUNK INFRASTRUCTURE PLAN (For Reference Only)

The Government of Karnataka is in possession of approximately 407 acres 3guntha of land parcel located adjacent to and along the northern boundary of the Kempegowda International Airport (KIA), Bengaluru, Karnataka, India. Considering the strategic location of the Project Site, the Government of Karnataka is desirous to develop the 'Bengaluru Signature Business Park (BSBP)' on the Project Site, which would enhance the global status and recognition of Karnataka in general and Bengaluru in particular. **The proposed BSBP is envisaged to be a self-sustainable development integrating the Green initiatives.**

A summary of main findings on the existing infrastructure at Site is given in the table below.

Sr No	Content	Existing Trunk infrastructure
		Description
1	Water Supply	A 450 mm potable water line catering KIA passes through the site. As per communications with BWSSB, the proposed project can be provided with potable water from the same water line. For Non-Potable Water demand, KIADB's integrated Hi-tech, Defence and Aerospace Park towards the South of KIA has committed to provide Non-Potable water from its 40 MLD Tertiary Sewage treatment plant.
2	Sewerage and Drainage	At present there is no drainage system present in the area and as informed by the concerned authorities during the consultations, currently, there is no such proposal.
3	Solid Waste Disposal	Presently, the area does not have a solid waste collection system.
4	Power	At present there are no power and transmission line which run through / near the project site, however there are 220kV substations present in the surrounding areas of the site from where power can be drawn i.e. Devanahalli Substation, Airport Substation, Begur Substation and High-tech, Defence and Aerospace park Substation.

Accessibility and Transportation

Direct access to the project site is available from Devanahalli side through the access road running parallel and abutting to the NH 44. Despite of the available vehicular underpass, direct access from Bengaluru city side is not possible due to the railway line passing through the site which obstructs the access.

The lack of direct accessibility from Bengaluru side is an issue of concern and hence, an elevated access road has been recommended to establish a seamless connectivity to the project site keeping in view the envisaged traffic flows the project would generate.

Sustainable Development and Green Initiatives

Initiatives like Indian Green Building Council (IGBC), Green Rating for Integrated Habitat Assessment (GRIHA) and Leadership in Energy and Environment Design (LEED) have been studied in order to incorporate energy efficient measures in master planning. Further in final conceptual master plan and its details, the master plan is evaluated on the IGBC parameters to arrive at an indicative score.

Traffic and Transportation System Strategy

The traffic and transportation strategy focuses on connectivity, mass transit, and efficient traffic system. Following parameters have been identified that shall be incorporated in the design.

- **Connectivity with the highway**

An elevated access road providing connectivity from Bengaluru side is explored in order to enable easy and efficient access to the project site and mitigate the obstruction caused by the railway line passing through the site.

- **Efficient road network system**

The project area shall have secondary access points for emergency evacuation, the access points which would act as secondary access are identified as follows.

- Access from Anneshwara village side connecting STRR
- Access from Doddassanne village side connecting STRR
- Access from airport road side

- **Other Appropriate modes of transport**

A Tram/Electric Bus network is proposed which would act as important mass transit providing eco-friendly commuting solution within the site reducing dependency on private vehicles. To make this Mass transit system more effective, it is desirable to link it to the proposed airport metro and proposed railway station near trumpet interchange.

- **Signal free movement**

Strategies adopted for achieving a signal free transportation solution are as follows:-

- Elements like roundabouts would be employed.
- The trunk routes like the vehicular spine would have minimum intersections as well as minimum median breaks, reducing vehicular confluence points.
- Active traffic calming measures would be employed on sub-main roads.

- **Intelligent Traffic Systems (ITS) and Traffic Management**

- Central Monitoring Station;- all the modes of transport shall be integrated and monitored from a central point
- Traffic and Public transport monitoring app;- to monitor the status of mass transit
- Surveillance systems;- to have real time data for traffic management and emergency situation monitoring
- Information display and public addressing system;- to show the traffic scenario on roads
- Traffic Circulation Management: - to divert and manage traffic during special high footfall events in convention centre.

Infrastructure Development Strategy

Infrastructure development strategy focuses on providing an efficient infrastructure system.

1. Water Supply System

As investigated on site and communicated with various departments like BWSSB and KIADB, and on par with best practices, the following water strategy has been derived:-

- Potable Water:- would be availed from the Potable water line passing through the site, as communicated and committed by BWSSB.
- Non Potable Water:- recycled treated waste water and water from KIADB tertiary treatment plant shall fulfill the non-potable water demand.
- Whole site shall be divided into two zones for water supply and the water shall be provided from Central water storage pond to individual plots by pressurized system method.

2. Sewerage and Wastewater Management

It is proposed to provide STP at two locations in a zone wise centralized way.

The process of wastewater treatment is recommended to be taken up to tertiary level so as to obtain quality confirming to reuse in flushing, HVAC makeup, and landscape application.

3. Storm water Management

It is proposed to utilize available rainwater run off for potable water purpose in a two tier strategy

- Proposed Site level:- in this level all the runoff from surface within the site is collected and stored in pond through channel. From pond, water will be used for recharging ground aquifer. The overflow from pond will be taken to an external storm water drain(nalla) nearby.
- Individual Parcel Level:- The rainwater runoff from terrace level, hardscape and softscape within individual plots is recharged and reused within the individual plot itself and any surplus than storage capacity shall be recharged into ground by recharge wells in the individual plots itself. Overflow will be conveyed to site storm water channel.

4. Solid waste management

- Each land parcel developer will segregate their waste in three types of containers; Wet, Dry and Sanitary/Hazardous. All this waste will be conveyed to centralised processing plant site. Here, wet, dry and sanitary/hazardous waste will be segregated.
- The wet waste generated in the proposed site will be treated through Mechanised composter to obtained manure. The master planner will use this manure in the planned landscape area.
- The dry waste will be sold out to the vendors.
- The sanitary waste and harmful waste will handed over to Agency / Authority for disposal to landfill site or filling the ground.

5. Utility Corridor

- All utility services are to be housed in utility duct to be constructed below walkway and pathways which will be constructed in RCC.

- Necessary supporting system such as clamps, trays, hooks etc. will be provided as necessary and feasible.
- Gas pipeline space will be provided in a separate in-built enclosure.

6. Electrical Infrastructure

- A ring system for distributing power to individual land parcels is envisaged for the project.
- Power shall be drawn at 66 Kv level from nearby substation (either Hardware Park Substation, Begur Substation or High-tech Park Substation). The incoming power supply will be through dual sources ensuring higher reliability for the infrastructure.
- A stepdown substation shall be provided within the Project area itself.
- Use of solar energy at the individual building level is encouraged.

7. HVAC System

Two options are explored for the air conditioning systems based on the available technology, local climate and the international trends. These are:-

- Option 1: District Cooling System, for entire master plan Centralized Chilled water System to be planned and installed at master plan level.
- Option 2: Decentralize Air Conditioning System, each building will have their respective Air Conditioning System based on their respective needs.

A feasibility analysis for the two options suggests that though a district cooling system will lead to reduced electrical power demand and savings in operation cost, but the high infrastructure investment that will need to be made for such installation will greatly increase the initial cost. Hence, it is proposed to opt for decentralized air conditioning system for the proposed master plan.

8. ICT System

A key feature of the ICT is its scalability and its ability to grow as the City develops.

- The system shall be completely modular in structure and freely expandable at any stage. This will also provide flexibility to cater to new and evolving in- building services, track and address tenant needs, and be vendor independent.
- There will be a city level fiber optic backbone from which all blocks and command center will extract branch connections. Each building in a block will tap off connections from block's fiber optic.

Following is the list of salient features of ICT:-

- Sustainability
- Scalability
- Applicability
- Advance Technology and communication and Interface
- Integration
- Intelligence
- Interoperability
- Automated event management

Hazard Mitigation Strategy

This deals with hazard mitigation measures for establishments within the project site as well as surrounding developments

1. Stormwater and Flooding

The excavated portions within site has made the flow of stormwater sluggish causing a potential hazard water logging. A major outflow point for stormwater is adjoining the Doddassanne village, any developments which happen on the site which increases the velocity and concentrated volume of stormwater flowing out of the site and may endanger the adjoining village by causing flooding.

In order to avoid the hazards to adjoining village the following measures are proposed:-

- Effectively channeling stormwater through drains into water collection ponds planned within the project area.
- Maximum use of softscape in order to facilitate stormwater percolation in ground.

2. Noise Pollution

To curtail the noise effect from the Airport Runway operations a buffer zone is created between the developments and the airport boundary as a sound absorbing measure.

3. Emergency evacuation and response system

A disaster management plan and an emergency evacuation plan shall be prepared to mitigate natural or man-made emergency situations, it would consist of the following:-

- Detection system and sensors
- Notification system for occupiers in an event of emergency
- Evacuation strategy where all ICT and public addressing system within the site shall display the evacuation messages
- Safety assembly points within the site
- Integrated communication and response strategy between police, fire dept., traffic and project administration.
- The emergency evacuation plan shall make clear and show evacuation points, strategies and actions to vacate the site in an event of emergency.

Environment and Conservation Strategy

1. Ground water conservation

Groundwater conservation would be achieved through:-

- Zero exploitation of existing groundwater
- Recharging through direct injection in recharge bore wells at individual plot level.
- Recharging through recharge basins at site level in low lying areas
- Providing maximum green and soft-scape surfaces, facilitating stormwater percolation.

2. Natural drains

There are two lakes in proximity to the site, hence the natural drainage shall be designed in line with these findings.

Surplus storm water from the site (post harvesting to the capacity), shall be channelled to the existing natural drains on the northern part of the site connecting to the existing

lakes.

3. Social Forestry

The existing 13.13 acres of land parcel marked for social forestry area shall be retained and trees shall be maintained. The existing social forestry land parcel shall be connected to the green spine network, pedestrian trails and water streams in order to have a better integration with the master plan.

4. Flora and Fauna

Local species shall be preferred for plantation and any invasive plant species shall be discouraged.

Following is the selected master plan for the BSBP:

Districts with Green Spine



Zoning

The proposed master plan is divided into 5 distinct zones with individual land parcels delineated for establishments of similar character and occupier profile type within each zone.

- Business District (Including Research and Innovation service provider offices)
- MICE and Retail District
- Design and Culture District (Including Media Centre and Offices)
- Innovation and Research District
- Other Office Buildings



- Business District,
- MICE and Retail district,
- Design and Culture District,
- Innovation and Research District
- Other office buildings

Master plan

The proposed master plan has individual districts which are defined by the prominent green spine. Within all the individual districts there is a central open space, along which the key anchor developments are placed. The key anchor developments shall play an important role in the initial development phase by triggering development and attracting people within these districts and the surrounding areas.

The proposed land use and zoning takes into account the regulations and restrictions, specifically those on building height, imposed by various authorities including the BIAPPA

and AAI. The zoning and placement of activities in the site is such that it makes the most efficient use of the site within the given set of guidelines. Thus, the business district and MICE and Retail District have been placed towards the north and west of the site, which have higher permissible top elevation, whereas the design and culture district and innovation and research district are in the east side, with a low permissible top elevation.

There are a total 64 disposable plots in the proposed development. These plots vary in size from 27guntas to 13ac 06guntas (this excludes the BICC land parcel which is 35 acres in area) based upon the inputs from market demand assessment.

Based upon the area planning and the permissible built up areas envisaged for the project, it is estimated that the overall population would be 3,27,649.

Infrastructure Plan

The infrastructure plan focuses on developing a self-sufficient development with least possible dependence upon external sources for access to resources and facilities such as water, power, transportation and waste disposal.

A smart infrastructure system includes utility corridor for ICT and infrastructure services, Zero water discharge, and option of piped natural gas lines for power.

The details of infrastructural components planned for the project are as follows:-

1. Water Supply System

The water demand has been calculated based on the projected population as per NBC-2016, CPHEEO manual per capita assumptions for water consumption. The demand break-up is as follows:

Sr. No.	Description	Water Demand (MLD)	Total (MLD)
A	Potable Water Demand		
	Potable uses	9.30	9.30
B	Non- potable Water Demand		
	Flushing Uses	7.00	
	Landscaping Uses	1.75	12.92
	HVAC Make-up Uses	4.17	
C	Total Water Demand(Potable + Non-potable)		22.22

The 9.22 MLD of potable water demand would be sustained from BWSSB through the Airport potable water line which passes through the project area.

The communications regarding the same has been taken up with BWSSB and agreed upon. Apart from this KIADB has also agreed to provide 2MLD of non-potable water from the 3000 acre hi-tech park project from the south of BIAL.

The water supply system is divided into two zones. Potable water would be provided to these two zones from the two water storage tanks having a capacity of 4000m³ and 2000m³ each through pressurised distribution system which would be in a ring network, thus reducing wastage.

The Tapping point for potable water is proposed near the KIA potable waterline near the KIA boundary gate on the cart road (also known as water booster road) connecting KSIIDC land to BIAL and the 4000m³ storage tank facility is located at the same spot in a separate land parcel designated for utility.

The non-potable water shall be provided directly from STP treated water tank to individual land parcels through a separate pipeline network.

2. Sewerage and Wastewater Management

A sewerage network shall be laid out throughout the project site along with the treatment facilities. As per the Environment guidelines and requirements of the projects, STP will be established. Keeping in mind that the project may require a timeline of 25-30 years to be completely developed, a centralised STP would be unfeasible as the minimum flows for its operation shall not be achieved. Hence it is proposed to provide modular STP at two different locations based upon the topography.

Based upon the waste water generation in litres per capita per day, as per the CPHEEO norms, it is estimated that there would be 13 MLD waste water generation per day.

It is proposed to use the entire treated wastewater for non-potable water demand generated within the site. In order to treat the sewage and wastewater to be completely reused as per the CPCB and SEIAA norms it is desired that tertiary treatment is employed. Three technologies of STP were assessed and evaluated i.e. MBBR, SBR, MBR and MBBR is recommended.

The sewage and wastewater would be carried to the STP through gravity.

If there is any excess treated wastewater, than that required for non-potable water demand, it shall be diverted to the existing natural drainage system as seen in the northern part of the site.

3. Storm Water Management:

As per the existing groundwater condition in the area and in view of the water scarcity it is essential to make an efficient water management system by harvesting storm water. The site receives an annual mean average rainfall of 1006mm.

Based on the monthly rainfall data generated by IMD Bengaluru, run-off from terrace, roads, site, and green areas is calculated using rational method considering suitable run-off factors. It is estimated that the total run-off in a year will be about 1.00 Million Cum.

It is proposed to provide storage pond (4 in nos.) of 0.14 Million Cum. There will be an un-stored quantity of run-off to the tune of 0.86 Million Cum, which will be utilized for recharging ground water by way of other suitable structures like recharging wells and pits.

As discussed in the storm water management strategy, a two tier separated system of rainwater harvesting is proposed:

- Master plan level- storm water runoff from roads, opens paces, utilities parcels and common areas within the master plan area shall be carried through an extensive storm water drain network. This storm water shall be collected and accommodated in the 4 ponds and recharge wells provided. The overflow from recharging wells will be taken

to an external water drain nearby.

- Individual Parcel level- here the storm water runoff from the building terraces and surfaces in the individual parcels shall be collected and stored at the individual parcel level itself for reuse, and any surplus than storage capacity shall be recharged into ground by recharge wells in the individual plots itself. Overflow will be taken to a site storm water channel.

4. Solid Waste Management-

It is proposed to collect and treat the solid waste within the project site.

The estimated generation of solid waste is calculated on the basis of master planning and likely occupancies (solid waste generated in kg per capita per day as per the CPHEEO and NBC standards) within the districts. The overall solid waste generated within the site is estimated 31,200kg/day.

Each land parcel developer will segregate their waste in three types of containers; Wet, Dry and Sanitary/Hazardous. All this waste will be conveyed to centralised processing plant site. Here, wet, dry and sanitary/hazardous waste will be segregated.

The wet waste generated in the proposed site will be treated through Mechanised composter to obtained manure. The master developer will use this manure in the planned landscape area.

The dry waste will be compacted and sold out to the vendors.

The hazardous waste and harmful waste will handed over to Agency / Authority for disposal to landfill site or filling the ground.

5. Gas Pipeline System:

It is proposed to supply piped LPG gas to the plot holder for use. At this stage, provision for gas pipeline space is given in the trench along utility ducts.

6. Utility Corridor:

- A Utility Corridor shall be provided on the roadside shoulder to accommodate all services this shall avoid frequent digging up required for maintenance purposes.
- All utility pipelines and cables will be housed in utility corridor to be constructed in walkways and pathways.
- The utility corridor will be built in RCC, with provision of multiple trays to accommodate pipes

7. Electrical Infrastructure

Based on the power supply strategy, it is proposed to avail power at 66kV level from Devanahalli/begur/hardware park substation. As per the Karnataka State Grid Code-2005, the level of voltage supply to cater the load of 80MVA is 66 KV. Hence 66 KV incoming line with a 66 KV receiving switchyard is proposed within the infrastructure. **The incoming power supply will be through dual sources ensuring higher reliability for the infrastructure.**

Also it is proposed to provide a ring system of trunk electrical network within the project area in order to eliminate power failure.

The main receiving substation for the project is planned on the eastern corner of the site.

Communications and site visit with KPTCL and BESCOM has been made regarding the placement of main receiving substation and they were affirmative on the same.

The electrical load estimated for the project is 85.4MVA, the diversity factor for the estimated load has been calculated at two levels i.e. individual district level and secondary substation level.

The electrical design strategy ensures end use connectivity through ring network. The power distribution is planned in two levels, i.e. Primary distribution and secondary distribution.

Primary Distribution:

After the receipt of power at 66 kV, the power shall be stepped down to 33 KV forming the primary distribution network.

8 Nos of 33/11 kV substations shall be connected via 33 kV grade XLPE/SWA/PVC insulated Aluminium cables.

These 33 kV/11 kV substations shall be located at strategic locations in all the different districts of the master plan depending on the load demand

Secondary Distribution:

The secondary network of 11KV ring mains shall be laid via underground 11 kV grade XLPE/SWA/PVC insulated Aluminium cables connecting each land parcel / building at individual parcel level which will be stepped down further at 415V/ 230V by the tenants.

The Electrical distribution of the entire township is proposed via Underground network, in the utility ducts along the road.

Power back up at an individual parcel level shall be in the individual building owner scope.

As a sustainable strategy it is proposed that, each developer to provide minimum 40% of Roof area for the Solar Generation. This will help cumulative generation of solar power for the entire master plan. It is estimated to generate 13.05MWp electricity through solar energy.

8. Information and Communication Technology

The plan proposed to link all major utilities, infrastructure elements, transportation, emergency systems and individual land parcels to a robust ICT infrastructure system, for this purpose an extensive network of optical fibre cable (OFC) is proposed to be laid out in the entire master plan area. These OFC cables shall be laid through the utility ducts.

The smart infrastructure includes components like Digital Signage, Security and Public Safety Network, Traffic Monitoring, Integrated Fire Alarm System, Parking Management etc.

The ICT plan will be further bifurcated at 2 levels:-

1. Master plan Level
2. Individual Parcel Level

At master plan level the following parameters/ areas are a part of the ICT:

- Substation-The parameters monitored within the switchyard would mainly include power monitoring, transformer losses and system efficiency.
- Utility Services- The necessary parameters can be monitored and the data can be

retrieved from the central command control center, like Sewage Management, Water Management, and Irrigation Management.

- Traffic Management-The vehicular movement can be easily monitored from central monitoring center and an effective strategy to manage the traffic in peak and normal hours can be developed.
- Parking Management-The total number of vehicles within the site area can be monitored and accordingly the allocation of parking spaces can be managed using the ICT network of the infrastructure.
- Smart Street Lighting-The smart street lighting mainly includes the automatic dimming and control as per the vehicle movements on the road, necessary status of the street light on the software including the healthiness of the fixture, total burning hours of the light source, remote controlling of each and every street lights etc from the command and control center.
- Public Surveillance Systems(CCTV Systems)- The major locations considered for surveillance are All entry-exit points , all critical road junctions , all parking structures , all Utility Areas - STP , Tanks , Pump House , Electrical Switch Yard , Sub stations, Command Centre, All security cabins etc

Land parcel developers shall be provided the guideline for the CCTV specification and minimum surveillance locations.

At individual plot level the following parameters/ areas are a part of the ICT:

- Telecom-The provision for installing the telephone network within the infrastructure is planned using a dedicated utility corridor such that the service provider can install its system accordingly.
- Data Network-The data network for the entire project shall be planned using fiber optic cable till the land parcel. A dedicated utility corridor interconnecting the external connectivity, central command center etc shall be designed for point to point connectivity.
- WIFI Systems-Public areas in the site can be WIFI enabled and necessary access points can be indicated at strategic locations to cover the entire project area.

9. HVAC System

The possibilities of DCS(District Cooling System) and Decentralised air conditioning system are explored. The capital investment, space and infrastructure requirements were explored and based on evaluation it is proposed to adopt decentralised air conditioning system.

Under this system, the master developer will provide non-potable water to each land parcel in order to facilitate water cooled AC system, which is efficient over air cooled AC system.

10. Transportation

The transportation plan efficiently mainstreams the Non-Motorised Transportation and public transport, along with pedestrian networks. Offering a dense network of pedestrian pathways and cycle tracks, the plan has designed Streets and junctions minimum conflict points. Considering the extent of development and estimated vehicular traffic.

It is proposed to provide a dedicated elevated access to the Project site from the National Highway 44(Bengaluru side) for seamless, safe and uninterrupted traffic movement.

Apart from the proposed elevated road which would act as the primary access, linkages to other surrounding roads and areas have also been explored from a transportation strategy point as well as from the perspective that it would facilitate in situations of emergency evacuations.

Roads constitute an area of 19.42% of the site. The overall length of road network within the site is 21.91km.

There is a main vehicular spine that runs throughout the site in east west direction making it the primary connectivity spine within the project area. Apart from the main vehicular spine, a secondary parallel road runs throughout the site (along the southern boundary).

The street width within the project area varies from 45m wide ROW to 9m wide ROW ((m ROW are the pedestrian connections). While the 45m, 30m and 24m wide ROW are primarily the sections on the main spine, the sub main roads are 21m, 18m, 12m, and 9m ROW based upon the projected traffic volume.

Based upon the projected population the expected vehicular traffic has been derived for the project area. It is expected that the project would generate 58,435 PCU per day.

1. Traffic Management

It is expected that 55% of the overall traffic volume would come from NH44(west), 15% from airport side(south), 20% from STRR/Devanahalli side(north) and 10% from Anneshwara side (East)

In order to have a streamline unobstructed flow of traffic, it is proposed to keep the master plan area signal free, hence all the junctions are designed as roundabouts. In order to provide traffic calming as well as systematic crossing at intersections.

In order to have a minimum impact and conflict between the peak hour traffic flow and the Convention Centre related traffic, a traffic management diagram has been prepared which also explains the distinct access for VIP and other normal vehicles. A VIP access corridor has also been identified from the airport road towards the Bangalore International Convention Centre Complex which shall have restricted access in an event of a visiting VIP.

ICT based traffic management is also proposed for the project, where in the traffic shall be guided to emptier parallel roads through the traffic management center by the means of variable electronic display boards placed at critical locations along the roads. There would be real time passenger information system for mass transit commuters to obtain the status of the next arriving Tram/Bus.

There would be parking occupancy message and signs near public basement parkings.

2. Mass Transit

An extensive mass transit network is planned for the master plan area. This Mass transit network is envisaged to be comprising of Tram/ Electric guided bus. This mass transit network runs along mixed traffic in vehicular roads and also on a guided predictable path along the pedestrian ROWs.

In order to make the Mass transit system more efficient, it is proposed to connect the mass transit facility to the proposed airport metro and proposed BIAL railway halt station.

3. Parking

The parking for Convention Centre shall be provided in the basement within the Convention centre complex itself.

While it is proposed that every individual building provide basement parking, public basement parking's are provided in three specific locations within the master plan area. These basement parking facilities have a cumulative capacity of 1520cars. On street parking is strictly discouraged within the master plan area.

Chartered Bus pickup-drop/ temporary parking bay areas are provided along the open space in order to accommodate and facilitate the pickup and drop off for employees, by providing this facility it is ensured that the chartered buses do not clog the roads during peak hours while picking up and dropping off private company employees.