

# Rail Infrastructure Development Company (Karnataka) Limited

**K-RIDE**

(A Joint Venture of Ministry of Railways and Govt. of Karnataka)

Regd. Office : MSIL House, 7th Floor, # 36, Cunningham Road, Bangalore - 560 052

Tel : (91-80-22370581, Fax : 91-80-22370582

CIN : U60100KA2000PLC028171 Email Id : ceo.kride@gmail.com

KRIDE/Projects/37/LS/2020

20 February 2020

## TO WHOMSOEVER IT MAY CONCERN

Dear Sir/Madam,

**Sub: Tender for Cadastral Land Survey, Collection of Land Documents, Identification, Ownership Verification, Joint Measurement, Preparation of Land Acquisition plans and Associated Works in connection with the work of Bangalore Suburban Railway Project in and around Bangalore City.**

M/s. Rail Infrastructure Development Company (Karnataka) Ltd., invites tenders from competent contractors to execute the following work:

**Cadastral Land Survey, Collection of Land Documents, Identification, Ownership Verification, Joint Measurement, Preparation of Land Acquisition plans and Associated Works in connection with the work of Bangalore Suburban Railway Project in and around Bangalore City.**

Interested and eligible firms/companies may apply in prescribed format to M/s. Rail Infrastructure Development Company (Karnataka) Ltd., MSIL House, 7<sup>th</sup> Floor, No.36, Cunningham Road, Bangalore 560052.

The tender documents and the formats can be downloaded from the website: [www.kride.in](http://www.kride.in). You are requested to go through the information and send your tender Quotation in the format prescribed.

Submission of last date for Tender is 24<sup>th</sup> March 2020 before 15:00 hrs.

Any corrigendum to this Tender will be only issued in the Website stated above and no paper advertisement will be issued separately.

Thanking you,

Yours faithfully,

**For Rail Infrastructure Development Company (Karnataka) Limited**



**(S.N. SRINIVASA)**  
Authorised Signatory

Encl: a/a.



## **Tender Document**

**Tender Document No. KRIDE/Projects/37/LS/2020 Dated: 20.02.2020**

### **Name of Work:**

**Cadastral Land Survey, Collection of Land Documents, Identification, Ownership Verification, Joint Measurement, Preparation of Land Acquisition plans and Associated Works in connection with the work of Bangalore Suburban Railway Project in and around Bangalore City.**

**Last date of Submission of Tender : 24.03.2020 before 15:00 hrs.**

### **ISSUED BY**

**KRIDE  
Rail Infrastructure Development Company (Karnataka) Limited  
Regd. Office : MSIL House, 7<sup>th</sup> Floor, #36, Cunningham Road,  
Bangalore - 560 052**

**Tel : +91-80-2237 0581, Fax : +91-80-2237 0582,**

**Website : [www.kride.in](http://www.kride.in)**

**CIN No.U60100KA2000PLC028171**

**E-mail: mdkride@gmail.com**

**This document contains 39 pages and 1 Drawing.**

**No change in the document by the tenderer is permissible.**



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## SECTION - 1

### Tender Information Sheet

KRIDE (Rail Infrastructure Development Company (Karnataka) Limited), a Joint Venture of the Ministry of Railways & Government of Karnataka, invites tenders from tenderers with requisite experience and financial capacity for execution of the following work:

Tender No.	KRIDE/Projects/37/LS/2020 Dated: 20.02.2020
Type of Tender	Open Tender
Name and Address of the Tendering Authority	Rail Infrastructure Development Company (Karnataka) Limited MSIL House, 7 <sup>th</sup> Floor, # 36 Cunningham Road, Bangalore - 560052, India
Name of the work	Cadastral Land Survey, Collection of Land Documents, Identification, Ownership Verification, Joint Measurement, Preparation of Land Acquisition plans and Associated Works in connection with the work of Bangalore Suburban Railway Project in and around Bangalore City.
Brief Name of Work for reference	Land Survey
Completion Period	120 days from the date of issue of Letter of Acceptance (LOA)
Estimated contract value	Rs. 62,79,450/-
Earnest Money	Rs. 1,25,589/-
Last date and Time of submission of Tender	24.03.2020 up to 15:00 Hrs
Date and Time of Opening of Tenderers	24.03.2020 at 15:30 Hrs
Validity of offer	90 days from the Last date of submission of Tender
Mobilization Advance	Not Applicable
Performance Guarantee	5% of accepted contract value
Security Deposit	5% of accepted contract value.
Firms allowed to tenders as Joint Venture/ Consortium	Not allowed



## SECTION - 2

### Introduction and Scope

#### 2.1 Introduction

KRIDE executes Bangalore Suburban Railway Project. Survey of land and verification of ownership of land and preparation of land acquisition plans is needed to execute the project.

#### 2.2 Location of work

The location of this work is in and around Bangalore city.

#### 2.3 Scope of Work

##### 2.3.1 General Scope of work

The work includes Cadastral Land survey and collection of all land documents and complete associated details etc. The contractor's team shall visit the offices of all concerned departments of Govt. of India, Govt. of Karnataka and any other concerned offices of PSU/ Gram Panchayat/ any other Company or Agency and obtain the required details in the formats approved by the authorised officer of KRIDE. The contractor's team shall visit the site and identify the affected survey numbers and affected land owners and verify the land records in the field; The contractor's team shall arrange, facilitate and attend Joint Measurement of affected area with the officials of Revenue Dept. and KRIDE. The contractor's team shall mark the affected area with different colours on Revenue Maps and superimpose and plot the Revenue Maps on Railway land plans and proposed Suburban Railway Project land plans and getting them certified by the concerned Revenue Officers; Preparation and Submission (soft copy and 5 nos. of hard copies) of land acquisition plans and schedules in the format approved by the competent authority of KRIDE and as per the terms and conditions of the contract and any repetitive work in this regard.



## SECTION - 3

### TENDER SUBMISSION AND EVALUATION

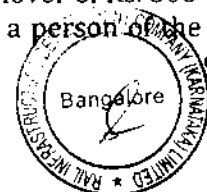
#### 3.1 Eligibility Criteria

The tenders shall be evaluated for compliance of technical eligibility criteria and financial eligibility criteria as given below:

1	<b>Technical Eligibility Criteria</b>	
a	Should have physically completed within qualifying period i.e., the last three financial years and in the current financial year.	At least one similar work for a minimum value of 35% of the advertised tender value. The experience certificate is to be attached to the tender document. Work(s) which is/are treated as Similar Work(s) for this tender is/are mentioned below.
b	Similar work(s) for the above Technical Eligibility	Land Survey and Collection of land documents including verification of land records at site and preparation of Land Acquisition plans for any highway/ railway/ metro rail/ suburban rail/similar projects where land survey and land acquisition is involved for a value of at least 35% of the advertised tender value of this work.
2	<b>Financial Eligibility Criteria</b>	
	Total contract amount received during the last 3 financial years and in the current financial year	Should be a minimum of 150% of the advertised tender value. The certificate (attested) from the employer/client, audited balance sheet duly certified by the CA etc., is to be enclosed along with the tender document.

#### 3.2 Guidelines for submission of tender document

- 3.2.1 For evaluating tenderer's eligibility with regard to work experience, he shall furnish relevant certificates and details of the physically completed work. The total value of similar nature of works completed during the qualifying period, in terms of the Final bill amount, and not the payments received within qualifying period alone, will be considered. In case, final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions (i.e., last CC bill amount) will be considered. However, if the final measurements have been recorded and work has been completed but variation has not been sanctioned, original agreement value or last sanctioned agreement value or the last CC bill amount, whichever is lower, will be considered for judging eligibility.
- 3.2.2 In support of financial eligibility criteria and note(1) above, the tenderer shall submit attested copy of certificate from the employer/client or audited balance sheet certified by the Chartered Accountant or attested copy of ITCC. The contractual amount shown in the ITCC certificates for the years prior to three years apart from current year will not be taken into account while calculating total contract amounts received by the tenderer.
- 3.2.3 The certificate to satisfy similar work as mentioned above should be signed by an officer not lower than Jr. Administrative grade or equivalent grade in the Govt. of India/State Government/ PSUs/Government Universities Tenderer shall enclose attested certificate copies along with the tender.
- 3.2.4 Work experience certificate from private individual shall not be accepted. Certificate from public listed Company/Private Company/Trusts having annual turnover of Rs. 500 Crore and above subject to the same being issued from their Head Office by a person of the Company



duly enclosing his authorisation by the Management for issuing such credentials.

- 3.2.5 The tenderer must submit the complete financial proposal as per the attached schedule and all necessary authentic data with necessary supporting certificates, if any, along with the tender failing which his tender is liable to be rejected.
- 3.2.6 Evaluation of the tender will be done on the basis of the technical credentials and the financial offer, which shall be inclusive of all taxes & duties. The tenderer shall quote the rates (inclusive of all taxes and duties) as per the tender format.
- 3.2.7 Representative of qualified tenderers desirous of attending the tender opening may visit the office of KRIDE on the tender opening date at the time of tender opening.

### **3.3 Contents of Tender Offer**

The Tender offer to be submitted should be addressed to KRIDE and shall contain the following:

- 3.3.1 A covering letter in the Format - 1 super scribed with the Tender Document Number and brief name of the Work given in the Tender Information Sheet along
- 3.3.2 A DD/Pay order towards EMD for the amount mentioned in Tender Information Sheet.
- 3.3.3 Financial quotation as per Format - 2.
- 3.3.4 Schedule of quantities as per Format - 3.
- 3.3.5 Certificate of familiarisation as per Format - 4.
- 3.3.6 Documents/credentials showing the eligibility of the tenderer.
- 3.3.7 Any other document deemed necessary by the tenderer.

**Important note:** The tenderers shall not deviate from the naming and the numbering formats mentioned above, in any manner.



## SECTION – 4

### Technical Specifications and Additional Special Conditions

#### 4.1 Drawings

Drawings provided, if any, with the tender document are only for general guidance of the tenderer. Changes in the drawing(s) may occur at the time of execution, as decided by the competent authority of KRIDE.

#### 4.2 Inputs to Progress Review Centre

Inputs with regard to progress at approved interval and in the approved format shall be submitted by the team of the contractor to the Progress Review Centre of KRIDE for efficient monitoring of progress. Daily progress, Weekly progress and Monthly progress will have to be submitted in the approved formats to the authorised personnel of KRIDE from one week after receipt of Letter of Acceptance till the completion of work. The competent authority of KRIDE may impose suitable penalty in case the data with regards to progress is not submitted timely.

#### 4.3 Details of work to be done and deliverables (including but not limited to)

- a) Collection of revenue maps of affected area, Atlas, Tippani, Akarband, RTC Etc.
- b) Collection of existing width of railway land and land plans from Railways and proposed land boundary plans from RITES.
- c) Plotting every section of the revenue map on existing Railway network and proposed suburban network.
- d) Identification of effected survey numbers and identification of the Khatedars (plot owners) from the records of revenue/panchayat and plotting.
- e) Verification of the land records in the field.
- f) Preparation of land acquisition plan and schedules and submission of Hard copies (5 copies) and soft copy to KRIDE.
- g) Participate in meeting of Revenue authorities/KRIDE/other departments during the process.
- h) Joint measurement with local revenue departments and KRIDE staff.
- i) Participate in all visits of KRIDE to the site.
- j) Individual survey Numbers i.e., subdivision wise (Hissa wise) should be identified and measured in the field and the affected area should be marked in the revenue sketches. The Area and Assessment should be marked in the sketches. These sketches are to be certified and signed by the local Revenue Officers, Taluk surveyors, Tahsildar and KRIDE officers.
- k) The area of affected survey numbers should be coloured in the village maps with different colours as approved by the authorised officer of KRIDE and the signatures of the concerned Revenue officers shall be obtained.
- l) The structures such as Fences, Pump houses, Bore Holes, open wells, pipe lines etc., should be entered in the schedule with all relevant details.
- m) Existing land width of Railways shall be super imposed in the Land Acquisition plans.
- n) Land Acquisition plans with existing land width of Railways and proposed land width for Suburban Railway Project super imposed in 1:1000 scale shall be submitted.
- o) Approval of KRIDE officials shall be obtained at every 20 m chainage.
- p) All affected properties should be measured individually. The records shall be collected from the gram panchayat development officer (PDO) or Secretary, Gram Panchayat/Executive Officer (EO) Taluk Panchayat and submitted.
- q) If the Municipalities properties (Town Limit) are affected, the records must be collected from the municipality office and the signature of the competent authority shall be obtained.
- r) All existing access roads and proposed access roads as advised by the authorised officials of KRIDE shall be clearly marked in the plans.

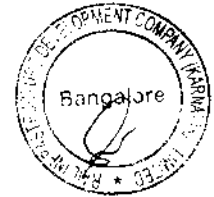
## SECTION - 5

### Milestones and Time Schedule

**5.1** The milestones and the timelines for the work are given below:

Sl. No.	Targets	Timelines from the date of issue of LOA
		D = date of issue of LOA
1	Completion of 25% of work	D + 40 days
2	Completion of 50% of work	D + 60 days
3	Completion of 75% of work	D + 80 days
4	Completion of 75% of work, Final corrections (if any) and Submission of Final reports	D + 120 days

**5.2** Notwithstanding the above timelines, KRIDE reserves the right to suitably modify the milestones and timelines in case of anticipation of any delay in final completion of work by the completion period specified for this work.



## **SECTION – 6**

### **Tender Forms and other Documents**

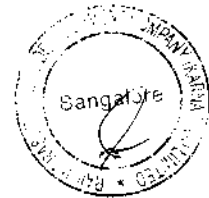
#### **Tender Forms (including Schedule of Quantities and Rates)**

The following Four Formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Tenderer's compliance with the Qualification Requirements other submission requirements specified in the Tender Document.

- i. Format of Covering Letter (Format 1)
- ii. Format of Financial Quotation (Format 2)
- iii. Format for Schedule of Quantities and Rates (Format 3)
- iv. Format of Certificate of Familiarisation (Format 4)

The Tenderer may use additional sheets to submit the information for his detailed response. Format – 5 and Format – 6 are enclosed for the guidance of the tenderer. Format - 5 duly filled in and signed by the appropriate officials of the concerned Bank is required to be submitted by the successful tenderer after award of the work.

- v. Proforma for Performance Guarantee (Format 5)
- vi. Format of Draft Contract Agreement (Format 6)



(On Tenderer's letter head)

**COVERING LETTER**

Date: \_\_\_\_\_

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Insert name and address of  
Tenderer)

Tel.#: \_\_\_\_\_ Fax#: \_\_\_\_\_ E-mail : \_\_\_\_\_

To  
Authorised Officer,  
KRIDE,  
Bangalore.

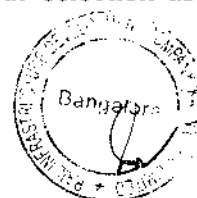
**Tender Document No.:** \_\_\_\_\_

**Name of Work:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We, the undersigned ..... [insert name of the Tenderer] having read, examined and understood in details in the Tender Document mentioned above hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we have not submitted more than one response to Tender Document including this response to Tender Document.

1. We have submitted our response to Tender Document strictly as per Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
2. We hereby unconditionally and irrevocably agree and accept that the decision made by KRIDE in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
3. Familiarity with Relevant Indian Laws & Regulations: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Tenderer.



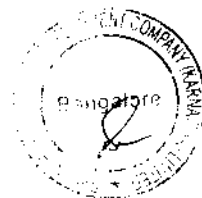
4. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
5. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from KRIDE.
6. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
7. We confirm that all the terms and conditions of our Tender are valid for a period of Ninety (90) days from the date of opening of tender.
8. We enclosed herewith the required Earnest Money Deposit. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies available to KRIDE in case my/our tender is accepted and if:
  - a. I/we do not execute the Contract Documents as per tender conditions after receipt of notice issued by KRIDE that such documents are ready; or
  - b. I/we do not commence the work within 7 days after receipt of orders to that effect.
9. Until a formal agreement is prepared and executed acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.
10. I/we also undertake to carry out the work in accordance with the said plans, specifications and conditions of contract, and to find and provide such of the materials for, and to do all such things which in the opinion of the KRIDE may be necessary for , or incidental to the construction, completion and maintenance thereof and to complete the whole of the said works in all respects, and hand them over to you or your representative(s) within the period specified, and to maintain the same for the period and in the manner provided in the conditions of contract.
11. We have neither made any statement nor provided any information in this Tender, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Tender are true and accurate. In case this is found to be incorrect after our selection as Successful Tenderer, we agree that the same would be treated as a Seller's event of default.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20...

Thanking you,

Yours faithfully,

**(Name, Designation and Signature of Authorised Signatory of the Tenderer)**



(On Tenderer's letter head)

## FINANCIAL QUOTATION

Date: \_\_\_\_\_

From: \_\_\_\_\_ (Insert name of Tenderer)

To  
Authorised Officer,  
KRIDE,  
Bangalore.

**Tender Document No.:** \_\_\_\_\_

**Name of Work:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

I/ We, \_\_\_\_\_ [insert name of the Tenderer] furnish below the Financial Quotation along with schedule of quantities and rates as per Format - 3 and certificate of familiarisation as per Format - 4 for selection of my / our offer for the above Tender.

I/ We agree that this offer shall remain valid for a period of Ninety (90) days from the date of opening of tender or such further period as may be mutually agreed upon.

Amount in INR (in figure)	Amount in INR (in words)

**Note:**

- 1) In the event of difference in figures and words or arithmetic error in calculation, the individual amount in words shall be considered for evaluation.
- 2) The Financial Proposal is submitted strictly as per the schedule of quantities and rates given in the Tender Document.

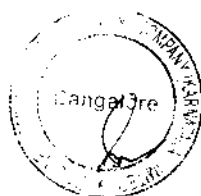
**(Name, Designation and Signature of Authorised Signatory of the Tenderer)**



## SCHEDULE OF QUANTITIES AND RATES

The tenderer has to quote his/her rates (inclusive of all taxes) and amounts for each individual item against the space provided in the schedule of the quantities. In case of any mismatch between the rate and the amount, the rate quoted shall be taken as final. In case of any mismatch between rate in figures and rate in words, the rate in words shall be taken as final. The quantities shown below are approximate and are as a guide to give the Tenderer(s) an idea of the quantum of work involved. KRIDE reserves the right to increase/decrease and/or delete any of the quantities and no extra rate will be allowed on this account.

Sl. No.	Description												
1	<p><b>For any land <u>within</u> the proposed Suburban Railway/existing Railway boundary of railway tracks/yards/stations/circulating areas/Railway colonies/any other existing Railway properties</b></p> <p>- Carrying out Cadastral Land survey and collection of all land documents and complete associated details etc. from all concerned departments of Govt. of India, Govt. of Karnataka and any other concerned offices of PSU/ Gram Panchayat/ any other Company or Agency; Identification of affected survey numbers and affected land owners; Verification of land records in the field; Arranging, Facilitating and Attending Joint Measurement of affected area with the officials of Revenue Dept. and KRIDE; Marking of affected area with different colours on Revenue Maps; Superimposition and plotting of Revenue Maps on Railway land plans and proposed Suburban Railway Project land plans and getting them certified by the concerned Revenue Officers; Preparation and Submission (soft copy and 5 nos. of hard copies) of land acquisition plans and schedules in the format approved by the competent authority of KRIDE and as per the terms and conditions of the contract and any repetitive work in this regard.</p> <p>Notes:</p> <p>1) The land documents to be collected include Revenue Maps, Atlas, Tippni, Akarband, RTC, extent of Railway Land, Requirement of Land for Suburban Railway Project etc. from the offices of concerned authorities of Revenue/Railways/RITES/Any other organisation;</p> <p>2) The details of all structures in the affected area shall be mentioned in the schedules;</p> <p>3) The rate includes the cost of all stationery and associated costs etc.</p>												
	<table><tr><th>Unit</th><th>Quantity</th><th>Rate (₹)</th><th>Total Amount (₹)</th></tr><tr><td>km</td><td>150</td><td></td><td></td></tr><tr><td colspan="2">Rate in words:</td><td></td><td></td></tr></table>	Unit	Quantity	Rate (₹)	Total Amount (₹)	km	150			Rate in words:			
Unit	Quantity	Rate (₹)	Total Amount (₹)										
km	150												
Rate in words:													
2	<p><b>For any land belonging to Ministry of Railways or Government of Karnataka <u>outside</u> the proposed Suburban Railway/existing Railway boundary of railway tracks/yards/stations/circulating areas/Railway colonies/any other existing Railway properties</b></p> <p>- Carrying out Cadastral Land survey and collection of all land documents and complete associated details etc. from all concerned departments of Govt. of India, Govt. of Karnataka and any other concerned offices of PSU/ Gram Panchayat/ any other Company or Agency; Identification of affected survey numbers and affected land owners; Verification of land records in the field; Arranging, Facilitating and Attending Joint Measurement of affected area with the officials of Revenue Dept. and KRIDE; Marking of affected area with different colours on Revenue Maps; Superimposition and plotting of Revenue Maps on Railway land plans and proposed Suburban Railway Project land plans and getting them certified by the concerned Revenue Officers; Preparation and Submission (soft copy and 5 nos. of hard copies) of land</p>												



acquisition plans and schedules in the format approved by the competent authority of KRIDE and as per the terms and conditions of the contract and any repetitive work in this regard. This item shall include survey and detailing of existing access roads and proposed access roads with a view to enhance the commercial value of these land parcels.

This item will be executed for lands, which do not come under the scope of item no. 1 above.

Notes:

- 1) The land documents to be collected include Revenue Maps, Atlas, Tippni, Akarband, RTC, extent of Railway Land, Requirement of Land for Suburban Railway Project etc. from the offices of concerned authorities of Revenue/Railways/RITES/Any other organisation;
- 2) The details of all structures in the affected area shall be mentioned in the schedules;
- 3) The rate includes the cost of all stationery and associated costs etc.

Unit	Quantity	Rate (₹)	Total Amount (₹)
Sqm	2500000		
Rate in words:			

<b>TOTAL (Inclusive of all taxes)</b>	
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**(Name, Designation and Signature of Authorised Signatory of the Tenderer)**

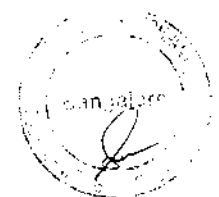


**CERTIFICATE OF FAMILIARISATION**

I / We hereby solemnly declare that I / We visited the site of the above work have familiarized myself / ourselves of the working conditions there in all respects and in particular the following:

- i) Topography of the area.
- ii) Soil conditions, obstructions etc. at the site of work.
- iii) Sources and availability of equipment, materials etc.
- iv) Rates for equipment, materials etc.
- v) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- vi) Availability of water and electricity.
- vii) The existing roads and access to the site of work.
- viii) Availability of space for erecting labour camps, office, stores etc.
- ix) Any other matter that may have bearing on work.

**(Name, Designation and Signature of Authorised Signatory of the Tenderer)**



## PROFORMA FOR PERFORMANCE GUARANTEE

BANK GUARANTEE NO. \_\_\_\_\_  
 AMOUNT RS. \_\_\_\_\_  
 Valid from \_\_\_\_\_ Valid up to \_\_\_\_\_  
 Last date for lodgment of claim \_\_\_\_\_

### **PERFORMANCE GUARANTEE IN THE FORM OF BANK GUARANTEE**

1. In consideration of KRIDE ..... *\*(give full address of the Office)\** (hereinafter referred to 'Company') having accepted tender vide letter No. .... dated ..... and the tender submitted by Mr./M/s. ....  
 .... *\*(give full address of the contractor)\** (hereinafter referred to as "the contractor(s), and agreed to grant a Contract for the work of

.....  
*\*(indicate name of work)\** (hereinafter called the 'Contract') and whereas one of the terms agreed by the said Contractor, is that he should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value, i.e., Rs. .... (Rupees ..... only ) *\*(indicate PBG amount)\** valid up to ..... *\*(Indicate date - Currency period + 60 days)\**, by way of security for the due observance of the terms and conditions, performance and fulfillment of the said contract, we ..... *\*(indicate the name and full address of the bank)\** (hereinafter referred to as the 'the Bank') at the request of the Contractor do hereby irrevocably and unconditionally guarantee to the Company that the Contractor shall duly perform and discharge their obligations under the said contract to the full satisfaction of the Company and render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or for the performance of the works as per the specifications stipulated in the tender no. .... dated ..... and Letter of Acceptance No. .... dt. .... within the time of ..... *\*(Indicate date- Currency period + 60 days)\** reckoned from the date as per the letter of acceptance, and further guarantees that the works which shall be done by the Contractor under the said Contract, shall be actually performed in accordance with terms and conditions of the Contract to the full satisfaction of Company.

2. We, the Bank, do hereby undertake to pay to the Company an amount not exceeding Rs. .... against any loss and/or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Contract.
3. We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss and/or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said



Contractor's(s)' of any of the terms or conditions contained in the said Agreement or by reason of the Contractor (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.....

4. We, the Bank, do hereby undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court, Tribunal or Arbitrator(s) 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 there under and the Contractor(s) shall have no claim against us for making such payment.
5. We, the Bank, do 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 Company under or by virtue of the said Agreement have been fully paid and as its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the.....,we shall be discharged from all liability under this Guarantee thereafter.
6. We, the Bank, do further agree with the Company that the Company 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 Contractor(s) from time to time or to postpone for any time or from time - to - time any of the powers exercisable by the Company against the said Contractor(s) 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 Contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We,.....\*(*indicate the name of the Bank*)\* lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Company in writing.

Dated the.....day of..... 2020  
For.....

Seal and Signature(s) of the authorized Official(s) with  
designation

**Note:- Words appearing between asterisk "" marks are for guidance only and not to be typed in the final / fair document of Bank Guarantee**



## DRAFT CONTRACT AGREEMENT

(To be executed on requisite value of stamp Papers)

1. Articles of agreement made this ..... day of ..... of 20.....between the "KRIDE", herein after called the "Company" of the one part and ..... hereinafter called the "Contractor" of the other part.
2. Whereas the Contractor has agreed with the Company to undertake the tender work for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
3. And whereas the Contractor has agreed to carry out the works as detailed in the tender notification read with his quotation as accepted by the company and as may be entrusted to him from time to time during the said contract period and as will be set forth in the Work Orders (which Work Orders shall be deemed and taken to be part of this contract) that will be issued during the said period and as per the Contract Documents complete and whereas the performance of the said works is an act in which the public are interested.
4. And whereas the Contractor has deposited a lump sum of Rs...../- as Earnest Money to cover for tendering against any number of works on the KRIDE and has agreed to furnish the full Security Deposit as per rules in force and whereas the Security Deposit is at the instance of the Contractor recovered at 10 per cent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.
5. And whereas the Contractor has deposited a sum of Rs...../- towards the Earnest Money and whereas the balance in the Security Deposit after adjustment of Earnest Money of Rs..... originally paid by the Contractor is at the instance of the Contractor recovered at 10 per cent of the value of the running bills till the amount of Security Deposit of Rs..... is fully recovered.
6. The contract shall be in force for the period mentioned above. However, the KRIDE may at its option and without assigning any reasons for so doing, put an end to this contract at any time.
7. Now this indenture witnesseth that in consideration of the payments to be made by the KRIDE, the Contractor will duly perform the works set forth in the said Work Orders and will execute the same with great promptness, care and accuracy in a workmanlike manner to the satisfaction of the KRIDE and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any ) and the said Contract Documents complete, and will fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set forth therein), and the Company do hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the KRIDE will pay or cause to be paid to the Contractor for



the said works on the completion thereof, the amount due in respect thereof, at the rates specified in the schedule(s) hereto annexed.

8. Entrustment of all or any of the works referred to as above to the Contractor shall be at the option of the KRIDE.
9. The cost of stamp duty on the agreement shall be borne by the Contractor.
10. The schedule of quantities and rates and the description of the works under this contract are as per the enclosures to this contract.
11. Jurisdiction of Court: The Courts at Bangalore shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Company  
Signature of the authorized official  
Name of the official  
Stamp/Seal of the Supplier

For and on behalf of the Contractor  
Signature of the authorized official  
Name of the official  
Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said \_\_\_\_\_  
Name \_\_\_\_\_ on behalf of  
the Company in the presence of:  
Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By the said \_\_\_\_\_  
Name \_\_\_\_\_ on behalf of  
the Contractor in the presence of:  
Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## SECTION - 7

### SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 7.1 Variation in Quantities

- 7.1.1 The drawings referred to in the list of plans, if any, are intended only to give a rough and general idea of the location and rough details of work to be done. No claim whatsoever will be admissible in respect of any alteration/addition/deletion/change in the type of works/change in locations.
- 7.1.2 The quantities of various items given in the Schedule for the works to be executed are only approximate and are only for the guidance of the tenderer/contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work.
- 7.1.3 Individual NS items in contracts shall be operated with variation of plus or minus 25% and payment will be made as per agreement rates.
- 7.1.4 When the quantity of any item of the work to be executed including foundation items is likely to increase in excess of 25% of the original agreement quantity, the contractor should notify the KRIDE at least **One Week** before such necessity arises.
- 7.1.5 In the event of any reduction in the quantities to be executed for any reason whatsoever, the contractor shall not be entitled for any compensation but shall be paid only for the actual quantity of work done, at the agreement rates.

#### 7.2 Variation beyond 25%

- 7.2.1 Individual items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate.
- 7.2.2
- In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity and payment will be made at the following rate:
    - Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded to that item in that particular tender:
    - Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded to that item in that particular tender:
    - Variation in quantities of individual items beyond 150% would be permitted only in unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
  - The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.
  - Execution of quantities beyond +50% of overall value shall not be generally permitted. The rates for quantities in excess of 50% of the items shall be decided between KRIDE and the contractor in advance of execution of the quantities involved, if in the opinion of the KRIDE such quantities are also to be executed by the same contractor. In the event of mutually agreed rate not being arrived at, the KRIDE shall be entitled to execute the excess work by other means and the contractor shall have no claims on this account.
- 7.2.3 The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.



**7.2.4** No such quantity variation limit shall apply for foundation items.

**7.2.5** As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

### **7.3 Vitiatio n Clause:**

KRIDE will exercise control over the aspect of vitiatio n of tender with respect to variation in quantities and take action as under:

In the event of vitiatio n occurring due to increase or decrease in quantities among the first, second and third lowest valid tenderers, the vitiatio n shall be to Contractors account. The total value of the work done shall be calculated at the rate offered by those tenderers and the amount payable shall be limited to the lowest aggregate value as worked out.

Vitiatio n amount shall be worked out for each and every on-account bill when the value of the work executed reaches 50% of the agreement value and the vitiatio n amount shall be adjusted at every stage.

### **7.4 Performance Guarantee (P.G):**

- a) The successful tenderer shall have to submit a Performance Guarantee (PG) within 30 days from the date of issue of Letter Of Acceptance (LOA). However, a penal interest of 15% per annum shall be charged for the delay beyond 30 days i.e., from 31<sup>st</sup> day after the date of issue of LOA. In case the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- b) The successful tenderer shall submit the Performance Guarantee (PG) amounting to 5% of the contract value in Format – 5 in any of the following forms.
  - (i) A deposit of Cash,
  - (ii) Irrevocable Bank Guarantee,
  - (iii) Government Securities including State Loan Bonds at 5 percent below the market value.
  - (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks.
  - (v) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks.
  - (vi) A Deposit in the Post Office Saving Bank.
  - (vii) A Deposit in the National Savings Certificates.
  - (viii) Twelve years National Defence Certificates.
  - (ix) Ten years Defence Deposits.
  - (x) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5 percent below market value or at the face value whichever is lessAlso, FDR in favour of KRIDE (free from any encumbrance) may be accepted.
- c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets extended, the contractor shall get that validity of P.G. extended to cover such extended time for completion of work plus 60 days.



- d) The value of PG to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of the contract increased by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (five percent) for the excess value over the original contract value shall be deposited by the contractor.
- e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however, be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.
- f) Whenever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed. The balance work shall be got done independently without risk & cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a Partnership firm, then every member / partner of such a firm shall be debarred from participating in the tender for the balance work in his / her individual capacity or as a partner of any other JV / partnership firm.
- g) KRIDE shall not make a claim under the Performance Guarantee except for amounts to which the KRIDE is entitled under the contract (not withstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :
  - i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which even the Engineer may Claim the full amount of the Performance Guarantee.
  - ii. Failure by the contractor to pay KRIDE any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the Agreement, within 30 days of the service of Notice to this effect by Engineer.
  - iii. The Contract being determined or rescinded under provisions of the GCC, the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the KRIDE.

## **7.5 Inspection and Maintenance of Site**

**7.5.1** The Contractor before tendering shall inspect the site of work, examine the nature of soil to be excavated, nature of work to be executed, check the availability of working space and other constraints, if any, and also acquaint himself of the available access to the site of work and make due provision in the rate for all such contingencies.

**7.5.2** The contractor shall make his own arrangement for site clearance, clearance of debris, jungle, bushes etc., without any extra payment. Contractor is also responsible to clear all construction debris, labour camps, surplus materials from site of work without any extra payment as and when these are not required for the progress of the work.

## **7.6 Service Roads**

KRIDE does not undertake to provide any service roads for the movement of the contractor's vehicles. The contractor can however make use of the service roads, where they exist free of charge. However, KRIDE shall not undertake to maintain them and the contractor shall maintain them at his own cost. In other places, the contractor should make his own arrangements for the movement of the vehicles and no extra rate shall be paid for



this. KRIDE reserves the right to make use of the roads formed and maintained by the contractor, as and when necessary, without any payment to the contractor. In the event of the contractor forming the service roads where Railway land is not available or cannot be given by the Railway for this purpose, it shall be clearly noted that the contractor shall make his own arrangements for obtaining the required land and KRIDE shall not take any responsibility in this respect and shall not compensate the contractor in any way.

## **7.7 Water and Electricity for works**

- 7.7.1** Water: The Contractor shall make his own arrangements within his quoted rates for necessary water required for the performance of the contract. If available, water shall be provided free of cost to the contractor.
- 7.7.2** Electricity: The Contractor shall make his own arrangements at his cost, for the supply of electricity for the works. He shall arrange for source, transformer protection and approval from the concerned authorities at his cost. If available, electricity shall be provided to the contractor which shall be paid by the contractor at rates fixed by KRIDE. The meters for measurement of electricity consumed shall be fixed by contractor at his cost.

## **7.8 Programme of Work**

- 7.8.1** A tentative programme chart and / or a list of mile stones prepared by KRIDE for the contract to be achieved based on the KRIDE's needs will be attached along with Acceptance Letter. The contractor shall accept and return a copy of the programme chart to KRIDE within fifteen days of issue of LOA. The contractor may modify the programme to suit his resources, however, without any change in milestones and submit a modified programme to the KRIDE duly signed by him within fifteen days of issue of LOA. This is however subject to a condition that such shifting or change shall not affect the completion period of the contract in any manner whatsoever. The modified programme of the contractor shall not be conditional and will not affect the terms and conditions of the contract and if made conditional by the contractor, KRIDE reserves the right to reject the same and to treat such conditions as breach of contract as agreed to in the contractor's offer and in the LOA issued by the KRIDE. KRIDE reserves the right to accept or notify or reject the modified programme of the contractor. Contractor shall not have any claim whatsoever in this regard. Further programmes, as per the latest progress of work, will be prepared on similar basis from time to time.
- 7.8.2** If the confirmation of acceptance of programme as above is not received within fifteen days of issue of LOA, the contractor is liable to pay towards penalty upto Rs.50,000/- for delay in submission of the programme.
- 7.8.3** Non-acceptance of KRIDE Programme or submission of Modified Programme by the contractor which is not acceptable to the KRIDE, shall also tantamount to breach of contract by the contractor and the KRIDE shall be entitled to terminate the contract on account of the contractor's default for this lapse alone.
- 7.8.4** The KRIDE reserves the right of determining the contract at any stage of review of the progress under 7.8.1 to 7.8.3 above, if the above agreed programme(s) are not adhered to within the margin of 10% of the provision in the programme in terms of shifting of individual milestones or the quantum of progress at any stage, as envisaged and the Performance Guarantee will be forfeited without prejudice to other remedies as contemplated under the Conditions of the Contract.

## **7.9 Fixing Milestones**

KRIDE will fix appropriate milestones and monitor the progress from time to time.

### **7.9.1 Imposition Of Fine, Penalty And Cost Of Damages For Delay Of Works**

In the event of the contractor not adhering to the agreed programme of work and / or not



achieving the milestones or quality of work etc., specified, even if no physical or actual damages have occurred to KRIDE and even if the currency of the work is not affected, KRIDE reserves the rights of, with a view to improve, expedite and the make the contractor realise the effects of delays, levying fine or any value as deemed fit on the contractor by KRIDE based on the merit of the case. The amount of fine will be solely decided by KRIDE at its discretion and will be based on its assessment of disturbances, difficulties or losses caused by the delay or poor quality of work, etc., including that of the reputation of the KRIDE. The contractor shall have no claims what-so-ever in this regard. Subsequent to the imposition of the fine, if contractor makes good, the progress / quality and achieves the milestones to the satisfaction of KRIDE, part or full amount of the fine imposed may be waived and the amount so worked out will be released to the contractor at the sole discretion of KRIDE duly recording necessary certification to the effect that no damages have occurred. However, in case of actual or anticipated damages occurred or occurring to KRIDE, the recovery of agreed / liquidated damages will also be imposed and recovered from contractors dues as per provisions in GCC in addition to the above fine.

## **7.10 Engagement of Technical Staff By The Contractor**

**7.10.1.1** The contractor shall employ proper managerial and technical personnel during the execution of this work and the personnel deployed shall have adequate experience and thorough knowledge of the works executed including the specifications and proceedings involved. The list of managerial and technical personnel proposed to be engaged by the contractor shall be submitted to KRIDE along with the programme chart and approval of KRIDE to be obtained for engaging them for work.

**7.11** Scale of personnel: Minimum scale of personnel to be engaged by the Contractor shall be as under:-

**7.11.1** For each contract of value Rs.5 Crore or above, the contractor shall provide a Manager with qualification in Civil Engineering and a minimum of 5 years' experience in Civil Engineering works for the full currency period of the contract. For higher value contracts of Rs.15 Crores or above, the contractor shall engage one senior Manager and one Asst. Manager with 15 years and 5 years' experience respectively.

**7.11.2** For each contract, the contractor shall provide technical personnel for the full currency period of contract as under:

**7.11.2.1** For proportionate monthly value of contract (contract value/currency of contract), upto Rs.25 Lakhs, one Diploma Civil Engineer.

**7.11.2.2** For proportionate monthly value up to Rs.50 Lakhs, one Graduate Civil Engineer.

**7.11.2.3** For proportionate monthly value of Rs.25 Lakhs/Rs.50 lakhs additionally one additional Diploma/Graduate Civil Engineer respectively.

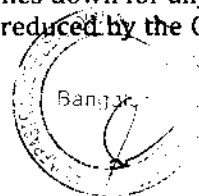
**7.11.3** Even if the value of agreement changes due to variations or even if the currency of contract is changed, the scale of personnel will remain same as per the original agreement value.

**7.11.4** Two Diploma Civil Engineer can be engaged in lieu of one Graduate Civil Engineer. However, for contracts of value 1 Crore or more, at least one Graduate Civil Engineer is essential.

**7.11.5** The contractor shall provide the technical personnel continuously on the project and the initially approved personnel should not be changed in the mid-course of the contract, except in exceptional situations and only with the approval of the KRIDE. Continuous engagement of technical personnel is defined as under:

Record of engagement of technical personnel shall be maintained by the contractor at each site where his Engineers are deployed. This record will be verified by KRIDE. In case of non-availability on any single occasion at site, it will be treated as absence for a week.

**7.11.6** The availability of personnel of the Contractor shall be ensured continuously and regularly by the Contractor. However, whenever the rate of work comes down for any reason at any time for significant duration the scale of personnel can be reduced by the Contractor with



- the approval of KRIDE.
- 7.11.7** For failure to provide technical personnel by the contractor, he is liable for recoveries from his dues to an extent of Rs.30,000/- per month per Diploma Civil Engineer and Rs.40,000/- per month per Asst. Manager/Graduate Civil Engineer and Rs.50,000/- per month per Sr. Manager at the discretion of KRIDE.
- 7.11.8** The decision of KRIDE regarding scale of Engineers/period to be engaged/recoveries to be made etc shall be final and binding on the contractor
- 7.12 Safety Precautions and measures to be observed during execution of Engineering Works**
- 7.12.1** The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/unusual occurrences resulting in damages to Company property and other persons. Any breach of the safety conditions for precautions and measures as specified hereunder and/or elsewhere in the tender document by the contractor and/or his agents/representatives affecting the safety of men and material in the premises shall constitute a breach of contract by the contractor leading to termination of contract for default on the part of the contractor including recovery of damages.
- 7.12.2** All equipment's like cranes, lifting jack etc shall be tested, duly calibrated and certified prior to use at construction site. They shall also have specific indications conforming that the operators handling them are trained in the safety precautions near track.
- 7.12.3** Construction workers at site shall be provided with personal safety gear like reflective vest, helmet, leather shoes, gloves, eye-wear etc as approved as per construction industry standards. For persons working at pier top/girder level, temporary supports, hand railing etc, protection with help of ropes, slings and temporary railings shall be provided.
- 7.12.4** All locations, where construction activity is in progress, should be cordoned off with proper barricades. Barricades consisting of bamboo/casuarina poles and supported horizontally by similar bamboo/casuarina poles should be provided. These barricades should be provided at a distance of approximately 3.5m from the work area or as directed by the Engineer-in-charge. All the barricades are to be painted or struck on with red luminous paint/strips at suitable intervals on the barricades. Barricade should be available at every stage of work as directed by the Engineer-in-charge and shall be maintained in perfect condition all the time.
- 7.12.5** Road vehicles employed by the contractor should have the certificate for its road worthiness and each vehicle numbered and the license particulars maintained. Contractors should ensure that the drivers permitted by them to work on such road vehicles are identified, counselled, certified and are provided with photo Identity cards. The driver of the vehicle shall always face the track when reversing the vehicle and whenever he cannot face the track, for whatever reason, he shall be invariably assisted by a helper with a whistle who should guide him and ensure safety.
- 7.12.6** The contractor shall execute a Bond undertaking to ply the road vehicles in a safe and satisfactory manner and strictly in accordance with the stipulations and other conditions specified by the Engineer and to engage and retain only the permit holder to be the contractor's agent in charge of the vehicle while driving or at rest. The person in charge of the vehicles and the attendants shall, at all times, be vigilant and on the lookout for signals from the lookout men, flagmen or other personnel available at site with a view to stop or regulate the road movement so as to ensure adequate margin of safety for the timely passage of an approaching train or a Railway engine, without any delay or detention. The contractor shall also be bound by the provisions of this agreement to ply the road vehicles only with adequate margin of safety, well clear of the fixed structure profile of infringements, as stipulated in the rules made under the Indian Railways Act and to seek and be guided by the signals and other



directions of any lookout men or other personnel retained for the purpose of ensuring safety and to ensure extra care and vigilance while turning, reversing or moving the road vehicles in any other manner at an inclination to the running railway track or the siding as the case may be. The contractor shall employ necessary look out men also at his own cost, irrespective of any other arrangement that railway may make in this regard.

**7.12.7** All work sites shall be supervised by the contractor's representative. Whenever work of plying road vehicle within 6m zone is actually in progress, Look-out men should invariably be available. Lookout men will have to be provided by the contractor, from out of the list of persons who are authorised to carry out these duties. Authorisation will be issued to the individuals, by the authorised official of KRIDE. In case of non-availability of lookout men, the KRIDE's supervisor shall stop further activities of plying of road vehicles.

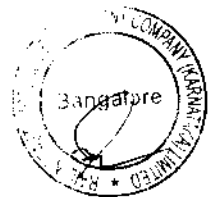
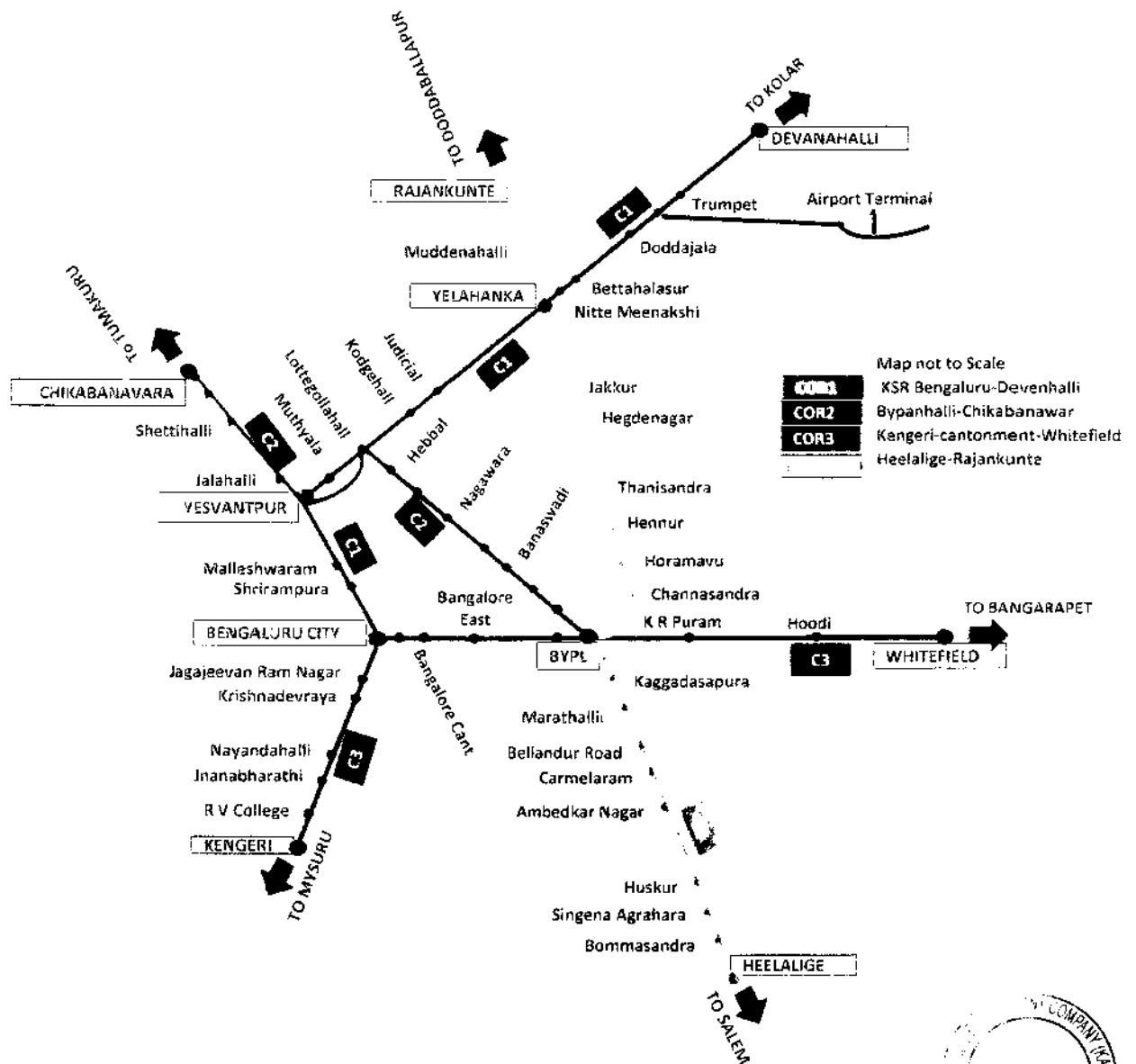
**7.12.8** Work can be done in the night only with the written permission of KRIDE. Where night working is permitted, lighting of the work site as required should be done by the contractor.

**7.13** The contractor will be supplied with necessary plans, specification, details of Special Conditions etc. for execution of work as required by KRIDE. However, Contractor shall make his own detailed plans, working arrangements, etc., to make smoother and faster construction and get the same approved by KRIDE at his own cost. For this purpose, he can contact the KRIDE's office.

**8** Drawings provided, if any, with the tender document are only for general guidance of the tenderer. Changes in the drawing(s) may occur at the time of execution, as decided by the competent authority of KRIDE.



## Proposed Bengaluru Suburban Rail Corridors



## SECTION - 8

### General Instructions to Tenderers

#### 8.1 Obtaining Tender Document:

The Tender document can be downloaded free of cost from the website of the company, [www.kride.in](http://www.kride.in)

- a) The Tender shall be submitted in the prescribed form attached to this notice.
- b) Prospective tenderers interested to participate in the tender process are required to submit their competitive quotes in response to this Tender Document.

#### 8.2 Tender Submission date and Opening date

The Tenderers shall submit their competitive quotation in a sealed envelope in the format enclosed with this Tender Document. The last date for submission of tender is as mentioned in the Tender information Sheet. No tender quotation shall be accepted after the date and time mentioned above. The tender quotations shall be opened on the same day as mentioned in the Tender Information Sheet.

#### 8.3 Documents to be signed and submitted by Tenderers

The quotation shall be signed by the individual legally authorized to enter into commitments on behalf of the Tenderer. Only one quotation is permitted to be submitted by a person/firm/company.

The Tenderers are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, tenders may not be qualified for which KRIDE reserves its right to accept or reject.

#### 8.4 Basic documents:

Letter of authorization in favour of the person to sign this tender and represent his/her company for this contract.

1. Duly signed Tender Format by the Authorized signatory.
2. 2% of the estimated cost of the tender towards EMD as mentioned in Section -1 of Tender information sheet in the form of Demand Draft/Pay order favouring M/s. Rail Infrastructure Development Company (Karnataka) Limited payable at Bangalore.

#### 8.5 Documents in Support of Eligibility:

1. Copy of Certification of Incorporation, Memorandum and Articles of Association / Partnership Deed in case of Company/Partnership firm.
2. Copy of GST registration certificate and PAN.
3. Contact details of the registered office and Branch Office, if any, in Bangalore.

#### 8.6 Validity of the Response to Tender Document

The Tenderer shall submit the response to Tender Document which shall remain valid up to 90 (Ninety) days from the date of opening of tender. KRIDE reserves the right to reject any response to Tender Document which does not meet the above-mentioned validity requirement.

#### 8.7 Selection of successful Tenderer

After tender opening, the quotations submitted shall be evaluated by KRIDE on the basis of the total quote for the above tendered work. The evaluation of tender quotations shall be carried out as described in Section 3.



#### **8.8 Earnest Money Deposit (EMD)**

- i) The tenderer shall be required to submit an EMD value of 2% of the estimated cost of the tender as stated in Section - 1 of Tender information sheet by way of DD/Pay order favouring M/s. Rail Infrastructure Development Company (Karnataka) Limited, Bangalore, for the due performance of stipulation for keeping the offer open till such date as specified in the tender. Tenders not accompanied with earnest money deposit as provided in the Tender Information Sheet shall be summarily rejected.
- ii) It shall be understood by the tenderer that the tenderer is permitted to quote his rate in considerations of the stipulation on his/her part, that after submitting his/her tender, he/she will not hold back from his offer or modify the terms and conditions thereof in a manner not acceptable to KRIDE.
- iii) Should the tenderer fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- iv) The EMD of the successful tenderer will be returned after submission of Security Deposit up to 5% of contract amount or the EMD will be adjusted against the Security Deposit amount.
- v) The EMD of the unsuccessful tenderers shall be returned to them within one month of issue of LOA to the successful tenderer. But KRIDE will not be liable to pay any interest thereon.
- vi) In case it is found that, the tenderer/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the tenderer/s will be forfeited. Such tenderers shall be barred from participating in future tenders of KRIDE for 5 years.

#### **8.9 Security Deposit (SD):**

Selected tenderer will have to submit Security Deposit equivalent to 5% (Five percent) of total cost of whole work as per the LOA in the form of Fixed Deposit Receipt or Bank Guarantee within 15 days of issue of letter for acceptance. The selected tenderer can also confirm in writing authorising the KRIDE to deduct the amount of security deposit from the 1<sup>st</sup> bill of the successful tenderer. Failure to submit Security Deposit or authorisation to deduct SD from the 1<sup>st</sup> Bill as stated above will result in termination of award of work/contract. Further, Security Deposit shall be valid till the date of completion of the contract. The Security Deposit will be refunded within 60 days after satisfactory completion of the contract. The Security Deposit shall be interest-free and the successful tenderer is not entitled to any interest thereon. The Security Deposit shall be released only after the successful completion of the contract. Security Deposit shall be forfeited by KRIDE in the event of Successful Tenderer's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which KRIDE may recover.

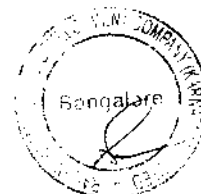
#### **8.10 Tender selection process:**

The tenderers shall submit their sealed tender quotations in a separate sealed envelope. The tenders not accompanied with EMD will be summarily rejected.

#### **8.11 Financial Quote**

The prices quoted in the tender should be without any conditions.

- i) The quotation shall be in format prescribed and price quote must be filled in completely, without any error, erasures or alterations as per the specified format given in section 6 Format 1 to 4.
- ii) The Financial quote shall be on a fixed price basis inclusive of all taxes and duties. No price variation should be asked on account of any reasons.



- iii) Price quotation accompanied by vague and conditional expression will be treated as invalid and shall be liable for rejection.
- iv) The envelope containing the tender quotation shall be **super scribed with the Tender Document Number and brief name of the Work given in the Tender Information Sheet** and dropped in the tender box at KRIDE office on or before the last date and time mentioned above. In addition to the above, the envelope shall also contain the name and address of the tenderer.
- v) Prices quoted will be firm for the entire period of Contract.
- vi) It is the responsibility of the Tenderers to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the tender quotation inclusive of all taxes and duties.
- vii) The tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- viii) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- ix) The tenderer must fill and submit the rates as per instructions given above. If the tenderer does not quote a price/rate for any item in the quotation, his tender may be summarily rejected. The tenderer shall not make any addition or alteration in the tender quotation formats. The requisite details should be filled in by the tenderer wherever required in the tender quotation documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

#### **8.12 Non-Transferable**

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the successful tenderer, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The successful tenderer shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required to be done by the successful tenderer under the contract.

#### **8.13 Deviations**

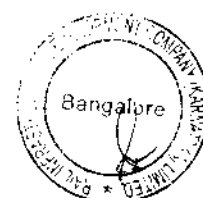
The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender notice. No deviations of any kind will be entertained in the tender quotation.

#### **8.14 Deadline for submission of Tender**

The tender duly filled must be received by KRIDE at the address specified not later than the date and time mentioned in the "Tender Information Sheet". Tender received later than the deadline prescribed for submission of tender by KRIDE will be rejected. Tenders can also be accepted by post if received before expiry of time of receipt of tender document. However, KRIDE will not own any responsibility for delay in postal transit. **Any tender received in person/By post after last date and time notified will not be opened and such tenders will not be considered for evaluation purpose.** If the opening date happens to be a holiday, the tenders will be received and opened on the next working day at the same time. However, there will not be any change in last date of issue of tender document on this account.

#### **8.15 Withdrawal of Tender**

No Tender can be withdrawn after submission and during tender validity period. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, has made himself aware of the scope and specifications of the Tender Document for Shifting of utilities/identification etc., and other factors having any bearing on the execution thereof.



### 8.16 Opening of Tender

Tenders will be opened at the address mentioned in "Tender Information Sheet" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

Tenderer's name, presence or absence of requisite documents, total cost of project quoted or any other details as KRIDE may consider appropriate will be announced and recorded at the time of tender opening.

### 8.17 Clarification of the Tender Quotation

To assist the examination, evaluation and comparison of the tenders, KRIDE may at its discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the tenderer.

### 8.18 Examination of the Tenders

KRIDE shall determine whether each tender is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviations, objections, conditionally or reservation. If a tender is not substantially responsive, it shall be rejected by the KRIDE. In case of tenders containing any conditions or deviations or reservations about contents of tender document, KRIDE may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as nonresponsive.

KRIDE's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

### 8.19 Canvassing

No tenderer is permitted to canvass to KRIDE on any matter relating to this tender. Any tenderer found doing so may be disqualified and his tender may be rejected.

### 8.20 Award of Contract

KRIDE shall issue LOA (Letter of Acceptance) in token of acceptance of the tender quotation to the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer. This shall constitute a legal and binding contract between KRIDE and the successful tenderer.

Successful tenderer shall execute a signed and stamped Contract Agreement on stamp paper of requisite value in favour of KRIDE within 7 days from the receipt of letter of Award and shall commence the work. **The entire work shall be completed within the completion period (mentioned in the Tender Information Sheet) from the date of LOA.**

### 8.21 Method of Submission

The Tender offer to be submitted should be addressed to KRIDE and shall contain the following:



- 8.21.1 A covering letter in the Format - 1 super scribed with the Tender Document Number and brief name of the Work given in the Tender Information Sheet along
- 8.21.2 A DD/Pay order towards EMD for the amount mentioned in Tender Information Sheet.
- 8.21.3 Financial quotation as per Format – 2.
- 8.21.4 Schedule of quantities as per Format – 3.
- 8.21.5 Certificate of familiarisation as per Format – 4.
- 8.21.6 Documents/credentials showing the eligibility of the tenderer.
- 8.21.7 Any other document deemed necessary by the tenderer.

**Important note:** The tenderers shall not deviate from the naming and the numbering formats mentioned above, in any manner.

## **8.22 Clarifications/Enquires/ Amendments**

- (i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Tender Information Sheet.
- (ii) Amendment/s if any will be uploaded in the website of KRIDE for information of all concerned i.e. [www.kride.in](http://www.kride.in) . All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

## **8.23 Right of KRIDE to reject a Tender**

KRIDE reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

## **8.24 Cancellation of Contract**

- i) The KRIDE reserves the right to cancel the contract of the successful tenderer and recover expenditure incurred by the KRIDE on the following circumstances:
- ii) The successful tenderer commits a breach of any of the terms and conditions of the contract.
- iii) The successful tenderer goes into liquidation voluntarily or otherwise.
- iv) The progress regarding execution of the contract, made by the successful tenderer is found to be unsatisfactory.
- v) After the award of the contract, if the successful tenderer does not perform satisfactorily or delays execution of the contract, the KRIDE reserves the right to get the balance contract executed by another party of its choice by giving 7 days notice for the same. In this event, the successful tenderer is bound to make good the additional expenditure, which the KRIDE may have to incur to carry out contract process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vi) KRIDE reserves the right to recover any dues payable by the successful tenderer from any amount outstanding to the credit of the successful tenderer, under this contract or any other contract/order.
- vii) The Security Deposit will be returned to the successful tenderer without any interest on performance and completion of the contract and on fulfilment of warranty obligations for the complete terms and period of the contract.

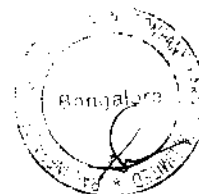
## **8.25 Important notes and instructions to Tenderers**

- a. Wherever information has been sought in specified formats, the Tenderers shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Tenderer conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender



Document, in any manner whatsoever, KRIDE reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/SD/PG provided up to that stage shall be en-cashed. Tenderer shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.

- c. Response submitted by the Tenderer shall become the property of the KRIDE and the KRIDE shall have no obligation to return the same to the Tenderer. However, the EMDs submitted by unsuccessful tenderers shall be returned as specified in Clause 3.8.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Tenderer.
- e. Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of KRIDE in this respect shall be final and binding.
- f. The Tenderer must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the contract. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- g. KRIDE may at its discretion extend the deadline for submission of the tenders at any time before the time of submission of the tenders.
- h. Tenderers shall mention the name of the contact person and complete address of the tenderer in the covering letter.
- i. Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by KRIDE.
- j. Tenderers delaying in submission of additional information or clarifications sought will be liable for rejection.
- k. Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of KRIDE of the obligation of the Tenderer to furnish the said data/information unless the waiver is in writing.
- l. Only Bangalore Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- m. KRIDE reserves the right to delete items from the schedule of requirements specified in the tender. KRIDE also reserves the right to alter the quantity and vary specifications.
- n. KRIDE reserves the right to make any changes in the terms and conditions of the tender.
- o. KRIDE shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- p. KRIDE will not be obliged to meet and have discussions with any tenderer, and or to listen to any representations.
- q. **Care in Submission of Tenders:** Before submitting a tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the Tender Forms are adequate and all-inclusive to accord with the provisions contained in the tender for the completion of works to the entire satisfaction of KRIDE.
- r. The Tenderer shall quote item rates/lump sum rates and must tender for all the items shown in the schedule of approximate quantities attached. The quantities shown in the attached schedule are given as a guide and are approximate only and are subject to variation according to the needs of the KRIDE. The KRIDE does not also guarantee work under each item of the schedule.



## **SECTION – 9**

### **General Conditions of Contract (GCC)**

#### **9.1 Application**

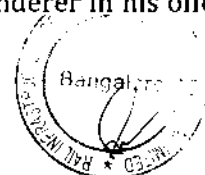
These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

#### **9.2 Language of Tender & other documents**

- 1) The tender prepared by the tenderer shall be in the format prescribed and shall be in English language. The tender shall accompany any supporting documents as may be required. The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
- 2) The Contractor is expected to mobilize within 7 days of issue of LOA and start the work physically at site.
- 3) Contractor should be in a position to deploy sufficient number of working teams at a time. The deployment of working teams and their weekly progress should be adequate to complete the work within the stipulated time-frame.
- 4) A weekly progress report certified by authorized KRIDE's representative in the format specified shall be sent to KRIDE's Office positively, by every Monday by fax/courier for the work done during preceding week, with a copy of the same shall be given to the KRIDE's Representative. The responsibility of fax communication will be entirely of the Contractor. In addition, the Contractor shall convey daily progress in the format and mode approved by the KRIDE to the authorised officials of KRIDE.
- 5) Contract Price adjustment is not applicable in this Contract. KRIDE reserves the right for making payment for any item on reduced rate if in the opinion of KRIDE, the item has not been executed fully as per specifications. The reduced rate shall be determined by Engineer-in- Charge and shall be binding on the Contractor.
- 6) The contractor will not be allowed to further sub contract any part of the work allotted to him, except under approval of KRIDE for which the contractor shall submit a detailed request.
- 7) KRIDE reserves the right to reject any or all tenders without assigning any reason.
- 8) All works shall be done to the desired accuracy and standard as per governing specifications and sound professional expertise for engineering surveys.
- 9) Unsatisfactory performance of the contractor or failure to adhere to any of the conditions stipulated in the tender/contract document shall attract forfeiture of the security deposit. In addition, KRIDE reserves the right to terminate the entire contract or part of it and get work executed through other agencies.

#### **9.3 Payment**

- 9.3.1 The Successful Tenderer's request(s) for payment shall be made to KRIDE in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.
- 9.3.2 Payment will be based on the rates quoted by the Successful Tenderer in his offer & accepted by KRIDE.



- 9.3.3 Payments shall be made promptly by KRIDE to the Successful Tenderer subject to verification & approval by KRIDE upon completion of entire work or in parts thereof at the discretion of KRIDE.
- 9.3.4 Payment shall be made in Indian Rupees.
- 9.3.5 In the event of excess release of funds to Successful Tenderer, KRIDE shall demand and recover from Successful Tenderer such excess disbursements and the Successful Tenderer would be liable to refund the excess disbursements.
- 9.3.6 Taxes, if any, as applicable shall be deducted at source from all the payments made to the Successful Tenderer.

#### **9.4 Prices**

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Tenderer.

#### **9.5 Contract Amendments**

No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by KRIDE.

#### **9.6 Assignment**

The Successful Tenderer shall not assign, in whole or in part, its obligations to perform under the Contract, except with KRIDE's prior written consent.

#### **9.7 Default in Contracts obligation**

- 9.7.1 In case of any default or delay in performing any of the contract obligation, KRIDE reserves the right to recover the actual damages/loss from the successful Tenderer.
- 9.7.2 In addition to the above, KRIDE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Tenderer, terminate the Contract in whole or part under the following circumstances:
- i) If the Successful Tenderer fails to deliver any or all of the Work as required by KRIDE.
  - ii) If the Successful Tenderer fails to perform any other obligation(s)/duties under the Contract.
  - iii) If the Successful Tenderer, in the judgment of KRIDE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### **9.8 Force Majeure**

- 9.8.1 Notwithstanding the provisions of tender, the Successful Tenderer shall not be liable for Penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 9.8.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions etc. Whether a "Force majeure" situation exists or not, shall be decided by KRIDE and its decision shall be final and binding on the Successful Tenderer and all other concerned.



- 9.8.3 In the event that the Successful Tenderer is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, KRIDE has the right to terminate the contract.
- 9.8.4 If a force majeure situation arises, the Successful Tenderer shall notify KRIDE in writing promptly, not later than 14 days from the date such situation arises. The Successful Tenderer shall notify KRIDE not later than 3 days of cessation of force majeure conditions. After examining the cases, KRIDE shall decide and grant suitable additional time for the completion of the Work, if required.

#### **9.9 Termination for Insolvency**

KRIDE may at any time terminate the Contract by giving written notice to the Successful Tenderer, if the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to KRIDE.

#### **9.10 Termination for Convenience**

KRIDE, by written notice sent to the Successful Tenderer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for KRIDE's convenience, the extent to which performance of the Successful Tenderer under the Contract is terminated, and the date upon which such termination becomes effective.

#### **9.11 Award Criteria**

KRIDE will award the Contract on turnkey basis to the Successful Tenderer whose rate has been determined to be substantially responsive and has been determined as the lowest evaluated price.

#### **9.12 Notification of Award/Letter of Award**

Prior to the expiration of the period of Tender validity, KRIDE will issue Notification of Award of Contract to the Successful Tenderer in writing by letter or by fax/Email, to be confirmed in writing by letter, that its Tender has been accepted.

The Notification of award will constitute the formation of the Contract.

#### **9.13 Successful Tenderer's Integrity**

The Successful Tenderer is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

#### **9.14 Successful Tenderer's Obligations**

- 9.14.1 The Successful Tenderer is obliged to work closely with KRIDE's staff, act within its own authority and abide by directives issued by KRIDE. The Successful Tenderer will abide by the statutory norms/Govt. rules prevalent in India and will free KRIDE from all demands or responsibilities the cause of which is the Successful Tenderer's negligence. The



Successful Tenderer will pay all indemnities arising from such incidents and will not hold KRIDE responsible or obligated.

- 9.14.2 The Successful Tenderer will treat as confidential all data and information about KRIDE, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of KRIDE.

### **9.15 Settlement of Disputes**

- 9.15.1 If any dispute of any kind whatsoever shall arise between KRIDE and Successful Tenderer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the same is not resolved through mutual consultation, the same shall be referred to the Sole Arbitrator, appointed by KRIDE. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 2019.
- 9.15.2 The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 9.15.3 The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Bangalore.
- 9.15.4 Notwithstanding any dispute between the parties Successful Tenderer shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 9.15.5 The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 9.15.6 If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.
- 9.15.7 Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Bangalore.
- 9.15.8 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

### **9.16 Applicable Law**

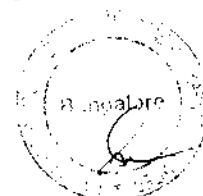
The Contract shall be interpreted in accordance with the laws of the Union of India.

### **9.17 Notices**

- 9.17.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Tender quotation.
- 9.17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **9.18 Taxes and Duties**

Except as otherwise specifically provided in the Contract, the Successful Tenderer shall bear & pay all taxes, duties, levies and charges including GST if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Tenderer's account and no separate claim in this regard will be entertained by KRIDE.



### **9.19 Successors and Assigns**

In case KRIDE or Successful Tenderer undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by an order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

#### **Severability**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause, sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule, annexure & rest of the contract shall continue to be in full force & effect.

### **9.20 Counterparts**

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instruments.

### **9.21 Rights & remedies under the contract only for the parties**

This contract is not intended & shall not be construed to confer on any person other than KRIDE & Successful Tenderer hereto, any rights and / or remedies herein.

### **9.22 Statutory Acts**

- 9.22.1 All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Tenderer for the successful execution of the said work.
- 9.22.2 The Successful Tenderer shall comply with all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/Organization. KRIDE shall have no liabilities in this regard.

### **9.23 Tenderer to Inform himself**

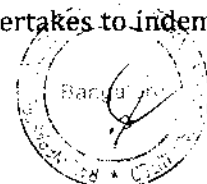
The tenderer shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

### **9.24 Compliance of Govt. Regulations**

The Successful Tenderer should execute and deliver such documents as may be needed by KRIDE in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Tenderer and KRIDE shall not be responsible in any manner whatsoever.

### **9.25 Successful Tenderer Liability**

Successful Tenderer hereby accepts full responsibility and indemnifies KRIDE and shall hold KRIDE harmless from all acts of omissions and commissions on the part of the Successful Tenderer, his agents, his sub contactors and employees in execution of the work. The Successful Tenderer also agrees to defend and hereby undertakes to indemnify KRIDE



and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

#### **9.26 Indemnity Damages and Insurance**

The tenderer shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said tenderer, his agents or employees in the execution of the work.

#### **9.27 IPR & Ownership Rights**

The entire design and documentation developed under this contract shall be property of KRIDE and it will not under any circumstance be commercially distributed or exploited by the Successful Tenderer in direct or modified form.

All the data, material, information and documents collected / generated during development / implementation of this project and the other materials/data developed/sketch/map/surveys etc., developed under this project by the successful tenderer under this contract shall be exclusive "Intellectual Property" of KRIDE and shall be vested in KRIDE. All rights are reserved to KRIDE.

The successful Tenderer shall handover all data, material, information and documents (including survey maps/documents, design documents, database design / diagrams, sketches, reports etc.,) collected / generated during development/implementation of the project to KRIDE immediately after development / implementation of project.

The Successful tenderer shall sign the Non- Disclosure Agreement with KRIDE.

#### **9.28 Statutory Compliance**

The Tenderer shall duly comply with all Acts, laws including Contract Labour (Regulation & Abolition) Act, 1970 or other statutory rules, regulations, bye-laws as applicable or which might be applicable.

In case, while on duty and during the course of engagement in the works in the premises of the KRIDE under this Agreement, if any of the Contractor's workforce meet(s) with any injury indisposition due to accident or other natural calamities, the Tenderer shall ensure that immediate and adequate medical aid viz. First-aid and subsequent treatment facilities are provided to the persons(s) concerned at the cost of tenderer without fail. In addition, the tenderer shall also be liable for meeting with statutory liabilities under the ESI/PF or Workmen's Compensation Act.

The Tenderer shall indemnify and compensate the KRIDE, if the KRIDE as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 or Workmen's Compensation Act or under any other acts becomes liable to assume any liability towards the workforce engaged by the Tenderer. In that event, the provisions relating to recovery as provided in the relevant clauses of the said Act shall be applicable to the tenderer.

The tenderer shall perform the work assignments to the best satisfaction of the KRIDE. In case of unsatisfactory performance, intimation will be given in writing with a period of one week time to the tenderer to rectify the matter, and the KRIDE reserves the right to cancel the Contract forthwith. In that event the legal payments made to the workforce of the tenderer shall be fully recoverable from the Tenderer.



### **9.29 Labour Licence**

The Contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (regulation and Abolition) Central Rules, 1971 & Karnataka State Rules as applicable from time to time before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also adhere by the provisions of the Child Labour (Prohibition and regulation) Act,1986 as amended till date.

### **9.30 Payment and EPF**

The successful tenderer shall also comply with the payment of wages Act, Minimum Wages Act and EPF Act and rules as amended till date and shall render all documents in support of compliance with all labour legislations. The successful tenderer shall also pay contractor share of EPF and employees share of EPF to the EPF authorities in respect of the labour employed by him directly or indirectly for all the payments made/incurred during the execution of this contract and shall a render a copy of such compliances made to KRIDE. Failure to comply with the above labour laws by the successful tenderer, the KRIDE will withhold the payments until compliances are made and recover the same from the bills of the tenderer.

