

ರೈಲು ಮೂಲಸೌಲಭ್ಯ ಅಭಿವೃದ್ಧಿ ಕಂಪನಿ (ಕರ್ನಾಟಕ) ನಿಯಮಿತ

रेल इन्फ्रास्ट्रक्चर डेवलपमेंट कंपनी (कर्नाटक) लिमिटेड

**Rail Infrastructure Development Company (Karnataka) Limited
(K-RIDE)**

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

TENDER DOCUMENT FOR THE WORK OF

"Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg(UIC)/260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO".

TENDER NO. K-RIDE/DL/18/2021

Date:25.10.2021

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Samparka Soudha, 1st Floor,
Dr. Rajkumar Road, Opposite Orion Mall,
Rajajinagar 1st Block, Bengaluru-560010
Tel +91-6364890811,
Email: gmcivil3@kride.in

TENDER DOCUMENT

(Through e-Tendering Mode)

Tender for the work of :

"Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg(UIC)/260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO".

TENDER NO:	K-RIDE/DL/18/2021, Date : 25.10.2021
TENDER DOCUMENT CAN BE DOWNLOADED FROM	Date: 26.10.2021
DATE OF PRE-BID MEETING	Date: 09.11.2021, IST 15:30 Hrs (at K-RIDE office and also through VC)
LAST DATE AND TIME FOR RECEIPT OF BIDS	Date: 27.11.2021, IST 15:00 hrs (Only electronic tender permitted.)
DATE AND TIME OF OPENING OF COVER ONE OF TENDER (TECHNICAL BID)	Date: 29.11.2021, IST 15:30 hrs
PLACE OF OPENING OF COVER ONE OF TENDER (TECHNICAL BID)	The opening of the Technical Bid shall take place at e- procurement portal of K-RIDE i.e., https://eproc.karnataka.gov.in
PLACE OF OPENING OF COVER TWO OF TENDERS (FINANCIAL BID)	The opening of the Financial Bid shall take place at e- procurement portal of K-RIDE i.e., https://eproc.karnataka.gov.in
DATE AND TIME OF OPENING OF COVER TWO OF TENDERS	Will be intimated to the Qualified Tenderers through e-procurement portal.
ADDRESS FOR COMMUNICATION	GM/Civil (Projects) K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited) #8, 1 st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1 st Block, BENGALURU Tel – +91-6364890811 E Mail – gmcivil3@kride.in

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SECTION: 1

NOTICE FOR INVITATION FOR TENDERS (IFT)

Rail Infrastructure Development Company (Karnataka) Limited

INVITATION FOR BIDS

(Through e-Tendering mode)

Tender Notice No. **K RIDE/DL/18/2021**

Date: 25.10.2021

THE RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE), having its corporate office, at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India, which is a Joint Venture of Government of Karnataka and Ministry of Railways invites Bids from eligible Bids, for the Execution of works detailed in the table below under **Single stage: Two tender document system (Technical Bid and Financial Bid)**.

SL. NO.	NAME OF WORK	APPROX. VALUE OF WORK (IN ₹ CRS)	TENDER SECURITY/EMD	PERIOD OF COMPLETION
1	2	3	4	5
1	"Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg(UIC)/260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO".	1.68 Cr	Need not be paid. Tender Security Declaration as per form BDF-1 has to be submitted	18 months

NOTE:

1. The Tenderers shall submit the tender through e - Procurement portal. Tenderers should scan the registration copy; work done certificate and any other document and submit through online. More information can be had from website www.eproc.karnataka.gov.in
2. On the stipulated date of opening of Tenders, initially, only the Technical Bids are opened through e-procurement portal. The Technical Bids shall be evaluated by the Employer in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Technical Bids would be permitted after the opening of Technical Bids.
3. Tenderers who are qualified in the technical evaluation, their Price Bid shall be opened at a date and time advised by the Employer (K-RIDE) through e-tendering portal. The Price Bids are evaluated and the Contract is awarded to the Tenderer whose Tender has been determined to be the lowest evaluated substantially responsive tender.

4. Tenderers are advised to note the eligibility and minimum qualifying criteria specified in the Section 2: Instruction to Tenderers of the tender document.
5. Tenders must be accompanied by a Tender Security as per Form (BDF/1) in Section 3: Qualification Information/Bidding Forms in any one of the forms as specified in the tender documents and shall have to be valid for 45 days beyond the validity of the tender. Any Tenders received without tender security declaration form in the stipulated format, shall be summarily rejected.
6. Incomplete Tender submission will be considered non-responsive and such Tenders shall not be considered for further evaluation.
7. Tender Documents can be downloaded free of cost from e-procurement portal i.e., <https://eproc.karnataka.gov.in> from **26.10.2021** and the Tenders must be submitted online via e-procurement portal only.

Please note that drawings, if any, referred in the tender document, but not uploaded with the tender document, can be viewed in this office on any working day. The Tenderer can also have a copy of the same on payment of non-refundable cost of Rs. 5,000/- (Rupees Five Thousand only) by a e-Payment mode (credit card/debit card/net banking/UPI) (if applicable) in favor of **Rail Infrastructure Development Company (Karnataka) Limited**, Bangalore.

It will be the responsibility of the Tenderer who is submitting the Tender on downloaded Tender documents to check and see any Addendum/Corrigendum issued in this regard from the website from time to time and ensure submission of bid along with all Addendum/Corrigendum.

In case of any clarification the Tenderer can visit the Rail Infrastructure Development Company (Karnataka) limited Corporate Office Bengaluru at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010. Tel. No.+91-6364890811.

8. Validity of Tender: Tenders shall remain valid for a period of 120 days after the Tender submission deadline date prescribed by the employer. A Tender valid for a shorter period shall be rejected by the employer as non-responsive.
9. In exceptional circumstances, the Employer may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT 13, it shall also be extended up to the date mentioned in the letter of request for extension. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.
10. If, the office happens to be closed on the date of opening of Tender, the Tenders will be opened on next working day at the same time and venue.
11. A Pre- Bid meeting will be held on **09.11.2021 at 15.30 Hrs.** IST at the office of K-RIDE, Bangalore to clarify the issues if any and to answer questions on any matter that may be raised at that stage as stated in Clause - 8 of ITT of the Tender document.
12. Other details can be seen in Tender documents.

13. REGISTRATION:

- a. Tenderers are required to enroll on the e-tendering Portal (<https://eproc.karnataka.gov.in>) with clicking on the link "Tenderers Registration" on the e-tender Portal by paying requisite registration fee as applicable.
- b. As part of the enrolment process, the Tenderers will be required to choose a unique user name and assign a password for their accounts.
- c. Tenderers are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.
- d. Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. Only one valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
- f. Tenderers then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g. The scanned copies of all original documents should be uploaded on portal.
- h. For any query regarding e-procurement contact helpdesk number [+91-8046010000](tel:+91-8046010000), [+91-8068948777](tel:+91-8068948777), support@epochelpdesk.com

14. SEARCHING FOR PROPOSAL DOCUMENTS

Once the Tenderers have selected the proposals they are interested in, the Tenderers can pay nonrefundable processing fee as per the e-procurement portal.

15. PRECAUTIONS FOR SUBMITTING / PREPARATION OF PROPOSALS THROUGH e-TENDERING PORTAL

- a. Tenderer, in advance, should get ready the proposal documents to be submitted as indicated in the proposal document / schedule and generally, they can be in PDF /JPEG formats.
- b. Tenderer should log into the website well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the proposal submission time. Bidder will be responsible for any delay due to other issues.
- c. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the tendering document.
- d. The server time (which is displayed on the consultant's dashboard) will be considered as the standard time for referencing the deadlines for submission of the proposals by the

consultants, opening of proposals etc. The consultants should follow this time during proposal submission.

16. The Tenderer should furnish the Name of the individual / firm/ Company / Joint venture with address and telephone number with place of registration, year of incorporation etc.,
17. Tender by a joint venture of contractors is permitted subject to conditions indicated in tender document.
18. The application made by the firm / company / Joint Venture shall be signed by a person holding the power of attorney, in which case the Tenderer shall furnish a copy of power of attorney.

19. **Employees Provident Fund Registration Certificate**

The Contractor shall furnish EPF Registration Certificate before entering into agreement in the event of award of work to them after tender, subject to compliance with the following conditions:

- a) If the contractor is registered already with the EPF authorities, they should produce a copy of the EPF Registration Certificate.
 - b) If not registered with the EPF authorities, the Tenderer should produce an undertaking at the time of participating in the tender that he shall within 7 days of the close of every month submit a Statement to Engineer showing the recoveries of contribution in respect of Employees by or through him and shall also furnish such information as the Engineer is required to furnish under the provisions of the Scheme to the Commissioner EPF.
 - c) However, having given an undertaking to this effect if the Contractor does not furnish the information, the Employer will deduct the necessary amount from the amount due to the Contractor. Notwithstanding the above, the Contractor will be liable for any consequential penalty /damages levied by the EPF authorities.
20. The necessary certificates / documents in support fulfilling qualifying criteria stipulated separately shall be scanned and attached to e-procurement document. The original documents if required by the Employer shall be produced whenever asked by Employer on Technical Bid/ Financial Bid.
 21. The intending Tenderers are advised to visit the site of work before attending the Pre- Bid meeting and also before submitting the Tenders.
 22. The qualification criteria as indicated in bid document should be met by the intending Tenderers.
 23. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Govt. of Karnataka, Govt of India and any PSUs thereof.
 24. Pre-bid meeting will be held on **09.11.2021 at 15.30 Hrs** in the office of K-RIDE Bangalore or through Video Conference.
 25. The conditional Tenders will not be accepted.

26. The Employer is not responsible for any delay in accessing e-procurement portal.
27. The rates quoted by the Tenderer must be inclusive of all Taxes, Duties etc.,
28. The Employer reserves the right to either postpone or to cancel the entire process of tender.
29. If Employer wishes to engage third party consultants for quality control assessment, apart from the Employer quality control and field tests, the Tenderer should co-operate with both Quality control authorities and the third party.
30. Building and other construction workers welfare: The Tenderer shall subscribe 1% of gross amount of each bill payable to him in respect of contract to the building and other construction workers welfare cess as per GO No: LD 300 LET 2006, Bangalore, dated: 18-01-2007. The amount of subscription will be recovered out of payable amount to him in each bill. This component is deemed to have been included in the quoted rate.
31. **Last Date of Receipt and opening of Bids:** The completed Tenders must be submitted through e-procurement Portal <https://eproc.karnataka.gov.in> not later than **15.00 Hrs on 27.11.2021** and shall be opened on **29.11.2021 at 15.30 hrs**. K-RIDE will not be responsible for any delays in the receipt of Tender by K-RIDE. Late Tenders (received after stipulated date and time of submission of Tenders) shall not be accepted under any circumstances. K-RIDE reserves the right to accept/reject any or all proposals without assigning any reason thereof.
32. Any suit or application, arising out of any dispute or differences on account of this tender shall be filed in a competent court at Bengaluru, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.
33. **Address for Communication:** Interested eligible Tenderers may obtain further information from the following address:

GM/Civil (Projects),
Rail Infrastructure Development Company (Karnataka) Limited,
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall
Rajajinagar 1st Block, Bengaluru-560010
Tel +91-6364890811
E-mail: gmcivil3@kride.in

For any Query regarding e tendering portal/ Tender submission please contact
helpdesk Number **+91-8046010000, +91-8068948777**
Email: support@eprochelpdesk.com

SECTION – 2

INSTRUCTIONS TO TENDERERS (ITT)

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SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)
TABLE OF CLAUSES

A. GENERAL

1. SCOPE OF THE TENDER:

1.1 THE RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE), having its Corporate office, at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India, which is a Joint Venture of Government of Karnataka and Ministry of Railways invites Tenders from Eligible Tenderers, for the construction of works details as given in the invitation for the Tenders (IFT). The tenderers may submit the tenders for the works detailed in the IFT.

2. ELIGIBLE TENDERERS:

2.1 The Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka, Govt of India and PSUs.

2.2 JOINT VENTURE (JV): Joint Ventures of contractors is not permitted in the instant tender.

3. QUALIFICATION OF THE TENDERER.

3.1 All the tenderers shall provide the requested information accurately and sufficient details in Section 3: Qualification information. The Joint Venture shall be formed prior to the Bidding.

3.2 The following qualification criteria should be met by the intending Tenderers.

a) The intending Tenderer should have achieved in at least two out of last Five financial years (i.e., 2016-17 to 2020-21) a **MINIMUM EXECUTION FINANCIAL TURNOVER of Rs.2.52 Crores (150% of estimated Tender Value) (In Two Years).**

NOTE: The Tenderers shall submit certificates to this effect which may be attested certificates from the concern departments/ Client or Audited balance sheet duly certified by the chartered accountant/ certificate from chartered Accountant duly supported by audited balance sheet. The Turnover certificate duly certified by statutory Auditor should be uploaded. Financial turnover of previous years will be given a weightage of 5% per year as indicated in qualification information (Tender Forms) Form FIN-2 based on the rupee value to bring them to current 2020-21 price value.

b) The Tenderer/Firm/company should have satisfactorily completed at least one similar work such as **“Welding of rail joints by SKV Alumino Thermit welding technique by RDSO approved firms”** of value not less than **Rs. 1.344 Crores (80% of the Contract Value) at 2020-21 price level in the preceding last five years.**

NOTE:

1. The criteria above applies to the Individual Tenderer/Firm/company also. Certificate regarding the same duly signed by an officer not below the rank of the Executive Engineer to be submitted along with the technical Tender.
2. Similar work is defined as below:
“Welding of Rail joints by SKV Alumino Thermit welding technique by RDSO approved firms”
3. Deleted
4. For completed works, the value of work done shall be updated to 31/03/2021 price level assuming 5% inflation for Indian rupees every year. Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: Bids will be compared in Indian Rupees only. This will be achieved by conversion of the Foreign Currency portion of the Bid into Indian Rupees by using the Exchange Rates published by Financial Benchmarks India Pvt. Ltd (www.fbil.org.in) 28 (twenty-eight) days before the latest date of Bid submittal, and then adding the same to the Indian Rupee portion of the Bid. In case this particular day happens to be a holiday, the exchange rate published by Financial Benchmarks India Pvt. Ltd (www.fbil.org.in) on the next working day will be considered.
5. In case of JV/Consortium, full value of the work, if done by the same JV shall be considered. However, if qualifying work (s) done by them in JV/Consortium having different constituents, then the value of work as per their percentage participation in such JV/Consortium shall be considered.

c) Deleted

3.3 a) Deleted

3.3 b) Deleted

3.3 c) Deleted

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Not Applicable

3.6 BID CAPACITY: Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B) Where

A = Maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value of existing commitments and on-going works to be completed during the next two and half years (*period of completion of the works for which Tenders are invited*).

Note: Updation of Price Level shall be done at 5% per year.

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

3.7 NETWORTH: The Bidder's net worth for the last year calculated as the difference between total assets and total liabilities **should be Positive.**

3.8 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. DELETED

5. COST OF TENDERING:

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. SITE VISIT:

- 6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B -TENDER DOCUMENTS

7. CONTENT OF TENDER DOCUMENTS

- 7.1 The set of tender documents shall have all the Section given in content page.
- 7.2 Both the sets should be completed and returned with the tender.

8. CLARIFICATION OF TENDER DOCUMENTS

- 8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, e-Mail and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting:

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at office of **K-RIDE Bangalore**.

Venue: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block,
Bengaluru-560010
Tel +91-6364890811

Date: 09/11/2021, **Time:** IST 15.30 Hrs.

- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
- 8.2.5 Non-attendance at the Pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. AMENDMENT OF TENDER DOCUMENTS

- 9.1 Before the deadline for submission of Tenders, the Employer may modify the tender documents by issuing addendum.

-
- 9.2 Any corrigendum / addendum issued shall be part of the tender documents and shall be made available on the website or e-portal. The Provisions in corrigendum /addenda shall take priority over the Tender Documents issued previously. Tenderers should acknowledge receipt of such addenda and list them in the Tender submittal.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF TENDERS

10. DOCUMENTS COMPRISING THE TENDER

10.1 The Tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover:

- Earnest Money Deposit;
- Qualification Information as per formats given in Section 3;

10.1.2 Second Cover:

- The Tender (in the format indicated in Section 4) (as per e-procurement portal)
- Priced Bill of Quantities (Section 7); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed. (as per e-procurement portal)

And any other materials required to be completing and submitting by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 7 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. TENDER PRICES

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill the percentage and total amount (both in figures and words) for each schedule of the Works described in the Bill of Quantities along with total tender price (both in figures and words. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. TENDER VALIDITY

- 12.1 Tenders shall remain valid for a period not less than **one hundred and twenty days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. EARNEST MONEY DEPOSIT (TENDER/BID SECURITY)

- 13.1 Earnest Money Deposit/ Tender security (as per e-procurement portal). The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit shall be in favor of **Rail Infrastructure Development Company (Karnataka) Limited Payable at Bangalore** and may be in the form of Banker's cheque/ Demand draft/Pay Order/Cash or Specified small saving instruments pledged to K-RIDE, Bangalore/ unconditional Bank guarantee, in favor of Rail Infrastructure Development Company (Karnataka) Limited Payable at Bangalore.
- 13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.
- 13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.
- 13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.
- 13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 13.6 The earnest money deposit may be forfeited:
- (A) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (B) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
 - (C) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security

14. FORMAT AND SIGNING OF TENDER

Tenderer shall submit the Tender electronically before the submission date and time published in e-procurement portal. The Tenderer must submit Technical and Financial Tender as described in ITT.

All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

Language of Tender	The language of the Tender: English
Technical Tender	Alternative technical solutions are not permitted.
Technical Tender Documents	All the Forms of Section 3: Qualification Information/Bidding Forms.
Alternative Bids/Tenders	Alternative Bids are not permitted.
Currencies of Tender and Payment	The unit rates and the prices shall be quoted by the Tenderer entirely in Indian Rupees (INR). For Evaluation and comparison purposes, the currencies of the Tender shall be converted in to Indian Rupees.

The Bid shall be digitally signed by using class-III digital signature of a person who is dully authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If either the **Letter of Technical Bid or Letter of Price Bid or Bid-Security Declaration (if applicable) is not signed, the Bid shall be rejected.** All pages of the bid, except for un-amended printed literature, shall be signed or initialed by the person signing the bid.

- I. If the Tender is submitted by proprietary firm, it shall be signed by the proprietor above his full name, full name of his firm with his current address.
- II. If the Tender is submitted by a firm in partnership, it shall be signed by a partner holding the power of Attorney for the firm. A certified copy of the Partnership deed and power of attorney shall accompany the Tender; Alternatively, it shall be signed by all the partners-
- III. If the Tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for the firm. A certified copy of the power of attorney shall accompany the Tender.

Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender

D. SUBMISSION OF TENDERS

15. SEALING AND MARKING OF TENDERS

Tenderer shall submit the Tender electronically before the submission date and time published.

16. DEADLINE FOR SUBMISSION OF THE TENDERS

- 16.1 Tenders must be submitted online through e-Procurement portal to the Employer on or before as per e-procurement portal.
- 16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. LATE TENDERS

- 17.1 The Karnataka Public Procurement Portal will not allow proposals to be uploaded after the due date & time for submission of proposal. Any Tender received by the Employer after the deadline prescribed in Clause 16 will be rejected.

18. MODIFICATION AND WITHDRAWAL OF TENDERS

- 18.1 Tenderer has all the time to modify and correct or upload any relevant document in the portal till Tender submission date and time, as published in the e-procurement portal.
- 18.2 No Tender may be modified after the deadline for submission of Tenders.
- 18.3 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.4 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

19. OPENING OF FIRST COVER: Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

- 19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend as per e-procurement portal on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 DELETED

19.3 The Tenderer name, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 DELETED

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2 is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. OPENING OF SECOND COVER OF QUALIFIED TENDERERS AND EVALUATION:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders published in e-procurement portal. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of financial Tender opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

20.2 DELETED

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. PROCESS TO BE CONFIDENTIAL

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. CLARIFICATION OF TENDERS

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except

as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

- 22.2 No Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded.

If they have any query/clarification related to e-Procurement contact e-Procurement Help desk from 10:00 AM to 5:00 PM. Ph. No.: +91 8046010000/ 8068948777 or support@eprochelpdesk.com e-Procurement portal through query option on or before specified time.

- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. EXAMINATION OF TENDERS AND DETERMINATION OF RESPONSIVENESS

- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- 23.2 A Substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. CORRECTION OF ERRORS

- 24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- where there is a discrepancy between the rates in figures and in words, the lower of the two will govern and
 - where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. EVALUATION AND COMPARISON OF TENDERS

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

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- 25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) Making any correction for errors pursuant to Clause 24; and
 - (b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the contract.

F. AWARD OF CONTRACT

26. AWARD CRITERIA

- 26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and qualified in accordance with the provisions of Clause 3.

27. EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

- 27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Performance Security in accordance with the provisions of Clause 29. Until a

formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

The Cost of Stamp duty of the Contract Agreement shall be borne by the contractor as per the Karnataka Stamp duty act.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. PERFORMANCE SECURITY

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **3% of the Contract price plus additional security for unbalanced tenders (additional security at 50% of the estimated cost of the unbalanced component)** in accordance with Clause 25.5 of ITT and Clause 43 of the Conditions of Contract.

- Banker's cheque/Demand draft, /Pay Order/ BG in favour of K-RIDE, Bangalore or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to K-RIDE, Bangalore.

29.2 If the Performance Security deposit is provided by the successful tenderer in the form of Bank Guarantee, it shall be issued either by a Nationalized / Scheduled bank.

29.3 The Performance Security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful tenderer to comply with the requirements of sub-clause 29.1 and clause 29 of additional ITT, shall constitute sufficient grounds for cancellation of the Tender award and forfeiture of the Earnest money deposit.

30. ADVANCE PAYMENT AND SECURITY:

30.1 The Employer will provide an advance payment on the contract price as stipulated In the condition of contract subject to the maximum as stated In the contract data.

31. CORRUPT OR FRAUDULENT PRACTICES

31.1 The K-RIDE requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, K-RIDE:

- a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a K-RIDE contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a K-RIDE contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

ADDITIONAL INSTRUCTIONS TO TENDERERS
(THIS SHOULD BE READ IN CONTINUATION OF ITT)

ITT Clause Ref.	Description
2.3	<p>The following paras are added:</p> <p>Wherever the word JV is there, it should be read as JV/Consortium.</p> <p>A Tenderer may be a natural person, private entity, government-owned entity, or any combination of them with a format intent to enter into an agreement or under an existing agreement in the form of a Joint venture or consortium. The Tenderer must ensure the following</p> <p>(a) In case of Single Entity:</p> <p style="padding-left: 40px;">(i) Submit Power of Attorney authorizing the signatory of the Tender to commit the Tenderer.</p> <p>(b) DELETED:</p> <p>(c) Only firms that are registered or incorporated in India are eligible to compete. Any Tenderer from a country which shares a land with India will be eligible to Tender in this tender only if the Tenderer is registered with the Competent Authority.</p> <p>(d) "Tenderer from a country which share a land border with India" for the purpose of this Order means: -</p> <ol style="list-style-type: none"> 1. An entity incorporated, established or registered in such a country; or 2. A subsidiary of an entity incorporated, established or registered in such a country; or 3. An entity substantially controlled through entities incorporated, established or registered in such a country; or 4. An entity whose beneficial owner is situated in such a country; or 5. An Indian (or other) agent of such an entity; or 6. A natural person who is a citizen of such a country; or, 7. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above <p>(e) The beneficial owner for the purpose of above clause will be as under:</p> <p>(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation-</p> <ol style="list-style-type: none"> a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company; b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue their shareholding or management rights or shareholders agreements or voting agreements;

- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profit of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

The Tenderer shall submit a Certificate stating that they have read the above clause using the appropriate Performa given in Section 3 - Form 3C1 & 3C2.

Tenderer having a conflict of interest shall be disqualified. The conflict of interest is detailed below.

A Tenderer or any of its constituents shall not have conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to be in a conflict of interest with one or more parties in this Tendering process, if, including but not limited to::

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this Tender; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or
- (e) any firm, either individually or in Joint Venture (JV)/ Consortium, submits more than one offer irrespective of whether the firm is quoting against this Tender. The Tenders submitted by two different Tenderers, having any common participant in JV/ Consortium formation or any common partner in partnership firms, or an individual will be treated as having conflict of interest or
- (f) a Tenderer who is Sub-contractor to another Tenderer will be treated as having conflict of interest. However, this does not limit the inclusion of the same sub-contractor in more than one Tender.
- (g) a Tenderer participated as a consultant in the preparation of the design or specifications of the contract that is the subject of the Tender; or
- (h) A Tenderer was affiliated for any period(s) during last two years before the date of issue of Invitation for Tenders with a firm or entity that has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

2.4

The Tenderer shall be disqualified if:

2.5

(a) The Tenderer or any of its constituents has been blacklisted/ banned business dealings for all Government Departments or by Ministry of Railways or by K-RIDE at any time till finalization of Tenders, except in cases where such blacklisting/ banning has been withdrawn by Competent Authority or has ceased on the deadline for submission of the Tenders, for which satisfactory evidence is to be produced.

(b) Any previous contract of the Tenderer or any of its constituents had been terminated for contractor's failure or part terminated for its failure as a JV/ Consortium partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd.(K-RIDE) at any time starting from 3 years before the deadline for submission of Tenders and up to one day before the date of opening of price Tenders;

Provided, however, there is no stay order or declaration by any Court against such termination of the Contract by Rail Infrastructure Development Company (Karnataka) Ltd. or such termination of the Contract has not been revoked by Rail Infrastructure Development Company (Karnataka) Ltd or competent authority of K-RIDE has not passed an order of non-applicability of disqualification of the Tenderer or any of its constituents despite such termination.

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

(d) The Tenderer or any of its constituents:

(i) has suffered bankruptcy/insolvency or

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

(e) The Tenderer is found ineligible by the Employer, in accordance with ITB-3.

(f) The Tenderer or its constituent(s) has been declared by K-RIDE to be a poor performer and the period of poor performance is still in force on the deadline for submission of Tenders.

OR

The Tenderer or its constituent(s) has been declared by K-RIDE to be a poor performer at any time after the deadline for submission of Tenders and upto one day before the date of opening of price Tenders.

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

The Tenderer shall submit an affidavit stating that they are not liable to be disqualified as per this sub clause using the Form PS3 given in Section-3: Qualification and Information/Bidding

	<p>Forms. Non-submission of an affidavit by the Tenderer shall result in summary rejection of his Tender.</p> <p>Tenderers shall immediately inform the Employer in case they cease to fulfil eligibility in terms of ITT clause 2 above. In case the Tenderer fails to inform the Employer or submits a false affidavit, his Tender shall be summarily rejected and Tender security shall be forfeited. The Tenderer shall also be liable for Banning of Business dealings for a period up to five years</p>
2.6	DELETED
3.3(a)	<p>The following para is added:</p> <p>Materials, Equipment and Services</p> <p>The materials, equipment and services to be supplied under the Contract shall be from the approved sources as specified in Section 8A: Works Requirements and Bill of Quantities Section-9.</p>
7.3	<p>The following para is added:</p> <p>The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.</p> <p>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.</p>
8.3	<p>The following para is added:</p> <p>The Pre-Tender meeting may also be attended through video conferencing (VC). Those Tenderers who wish to join the Video Conferencing shall send a request email on the email id (i.e. gmcivil3@kride.in) by 04.11.2021 up to 15:30 hours IST, so that a link for Video Conferencing can be sent by K-RIDE.</p> <p>Please note that the request received from the Tenderers (With details of the Company, its address, and the name and designation of the person attending the VC) will only be entertained. They should also mention the email id through which VC is desired to be joined.</p> <p>K-RIDE may allow maximum of two email ids for one company to participate in the VC. Any request for VC received after the given date and time for sending the link for VC will not be entertained.</p> <p>Prospective Tenderers will be able to join the VC through the link provided to them on Email ID. During this pre- Proposal meeting, prospective Tenderers may request for clarifications.</p>
10.3	<p>The following para is added:</p> <p>Documents Comprising the Tender</p> <ul style="list-style-type: none"> • The Tender shall comprise of Tender Security/Tender Security Declaration, Technical Tender and Price Tender. The Tenderer shall submit the Tender through e procurement portal. • On the stipulated date of opening of Tenders, initially, only the Technical Tenders are opened through e procurement portal. The Technical Tenders shall be evaluated by the Employer in accordance with the stipulated Qualification and Evaluation criteria. No amendments or changes to the Technical Tenders would be permitted after the opening of technical Tenders. • Tenderers who are qualified in the technical evaluation their price Tender shall be opened at a date and time advised by the Employer(K-RIDE) through e-tendering portal. The Price Tenders are evaluated and the Contract is awarded to the Tenderer whose Tender has been determined to be the lowest evaluated substantially responsive Tender.

	<p>The Technical Tender shall contain the following:</p> <ul style="list-style-type: none"> • All the Forms of Section-3: Qualification Information/Bidding Forms including letter of technical Bid (LTB) shall be scanned and uploaded. • Tenderer should note that non-submission of the Letter of Technical Bid (LTB) by the Tenderer shall result in summary rejection of his Tender. • Scanned copy of Tender Security/Tender Security Declaration form (Section 3), in accordance with ITT Clause 13; • Scanned copy of written confirmation authorizing the signatory of the Tender to commit the Tenderer, any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender. • Scanned copy of documentary evidence with establishing the Tenderer's qualifications to perform the contract; To establish its qualifications to perform the Contract in accordance with Section 2: ITT the Tenderer shall submit as part of its technical Tender the information requested in the corresponding information sheets included in Section 3: Qualification Information/Bidding Forms. • The Tenderer shall submit through e procurement portal, separate Technical Proposal and Price Proposal for each individual contract package, using the appropriate Submission Sheets furnished in Section-3: Qualification Information/Bidding Forms. These Forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. <p>Domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility</p> <p>The Price Tender shall contain the following:</p> <ul style="list-style-type: none"> • Filled/completed schedules as required including Bill of Quantities in accordance with ITT Clauses should be submitted through e-procurement portal only; • The Tenderer shall submit, as part of the Price Tender, the Schedules, including the Bill of Quantities through e-procurement portal only
11.5	<p>The following para is added:</p> <p>Price Bid and Discounts</p> <ul style="list-style-type: none"> • In the BOQ, quantity and unit rates and thereby the amount against each item have been indicated where rates as percentage Above/Below/At par are to be quoted. If any Tenderer quotes more than one percentage for such schedules, its Tender shall be summarily rejected. • The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities

	<ul style="list-style-type: none"> • The Tenderer can modify his/her Tender and resubmit it any number of times through the procurement portal before the deadline for submission of Tenders. Any other correspondence in connection with the Tender is not permissible and shall not be considered in Tender evaluation. • Unless otherwise provided in the ITT and the Contract, the rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the indices and weightages for the price adjustment formulae shall be as specified in the Tables of Adjustment Data included in Contract Data. • All duties, taxes including GST, royalties, cess and other levies payable by the Contractor under the Contract, or for any other cause (including standard specifications), as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer. GST shall be paid by the Tenderer as applicable in accordance with the prevailing rules of Government of India. • Tenderers should note that during the progress of the works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Sub-Clause 14/ITT (Currencies of Bid and Payment) of the Conditions of Contract. Any such adjustment shall be affected by comparing the percentages quoted in the Tender with the amounts already used in the Works and the Contractor's future needs for imported items. • Online alternative Price Tender corresponding to the alternative Technical Tender, if permissible, in accordance with ITT Clause 14;
13.7	<p>The following para is added:</p> <p>In this tender, the tender security/ EMD need not be paid. Tender security declaration as per form BDF-1 has to be submitted.</p> <p>The Tender security shall be, at the Tenderer's option, in any of the following forms:</p> <p>(a) A Cashiers or Banker's certified cheque or Bank draft drawn on a Scheduled/Nationalized Bank in India in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bengaluru;</p> <p style="text-align: center;">or</p> <p>(b) An unconditional bank guarantee using the Form given in Section 3: Qualification Information and Bidding Forms. The bank guarantee shall be from a bank having minimum net worth of over INR 500 million from the specified banks as under:</p> <ul style="list-style-type: none"> (i) a Scheduled Bank in India, or (ii) a Foreign Bank having their operations in India, or (iii) a Foreign Bank which do not have operations in India is required to provide a counter-guarantee by State Bank of India, <p>(c) The Scheduled Bank issuing the Bank Guarantee must be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.</p>

Further, the Tender Security in Original form along with a copy of "MT760COV (in case of Bank Guarantee message) / MT767COV (in case of Bank Guarantee amendment message) Report" sent by the BG issuing Bank Sealed in an envelope shall be submitted, as stated in ITT 15.

The Issuing Bank shall send the SFMS to:

Beneficiary: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)

Bank Name: Canara Bank

Branch: Prime Corporate Branch

Account No. 0430201012110

IFSC Code: CNRB0002636

The Tender security shall be valid up to 45 days beyond tender validity, or up to the date mentioned in the letter of request for extension, if any under ITT 12.

In case the Tenderer has opted for Tender security in the form of an unconditional Bank Guarantee, the Tenderer should upload the scanned copy of Bank Guarantee with the Tender. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the Tender data sheet within 5 working days of deadline of submission of Tenders. Non submission of scanned copy of Bank Guarantee with the Tender on e-tendering portal and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of Tender. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during Tender submission time, failing which the Tender will be rejected.

- a. Unless otherwise specified in the BDS, any Tender not accompanied by an enforceable and compliant Tender security as required in accordance with ITT, shall be summarily rejected by the Employer as non-responsive.
- b. The Tender security of the Tenderer who have been determined to be unqualified for opening of their financial Tender shall be returned within 3 working days after the opening of financial Tender. The Tender security of unsuccessful Tenderers shall be returned within 7 working days after issue of LOA to the successful Tenderer.
- c. The Tender security of the unsuccessful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required performance security.
- d. The Tender security may be forfeited:
 - (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tenders, except as provided in ITT Clause 12 or
 - (b) if a Tenderer misrepresents or omits the facts in order to influence the procurement process;
 - (c) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT Clause 28;
 - (ii) furnish a performance security in accordance with ITT 29;
 - (iii) accept the correction of its Tender Price pursuant to ITT 24; or
 - (iv) furnish a domestic preference security if so required.
 - (d) if the undertaking of the affidavit submitted by the Tenderer or its constituents in pursuance to ITT clause 2 or any of the declarations of Letter of Technical Tender or Letter of Price Tender submitted by the Tenderer has been found to be false at any stage during the process of Tender evaluation.

14	<p>The following para is added:</p> <p>The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of interpretation of the Tender, such translation shall govern</p>
15	<p>The following para is added:</p> <p>Sealing and Marking of Tenders</p> <p>The Tenderer shall submit the technical Tender, Price Tender and the Tender Security/Tender Security Declaration through e procurement portal of K-RIDE i.e., https://eproc.karnataka.gov.in. The original of the Technical Proposal, which will contain all Forms of Section 3 except Forms PS 2 and Bill of Quantity:(BOQ) Section 9 and all other relevant data specified in the Tender document.</p> <p>The Price Bid, shall be submitted through e-procurement portal only. This "PRICE BID" will contain only</p> <p>The above forms should be scanned and submitted through e-procurement portal.</p> <p>No details about price proposal shall be disclosed directly or indirectly in the technical proposal failing which the Tender shall be rejected. Only Electronic Tender submission and opening procedure permitted.</p>
19.7	<p>The following para is added:</p> <p>Tender Opening</p> <ul style="list-style-type: none"> • The Employer shall conduct the opening of Technical Tenders through' e-procurement portal i.e., https://eproc.karnataka.gov.in on the date and at the time mentioned. • The date and time of the opening of Price Tenders will be announced through e-procurement portal • At the end of the evaluation of the Technical Tenders, the Employer will intimate Tenderers who have submitted substantially responsive technical proposals and who have been determined as being qualified for award to attend the opening of the price Proposals. The date and time, of the opening of Price Tenders will be advised through email/e-procurement. Tenderers shall be given reasonable notice for the opening of Price Tenders. • The Employer will notify Tenderers in writing who have been rejected on the grounds of being substantially non-responsive to the requirements of the Tendering Document and who have been determined as being not qualified as a result of evaluation of technical proposal and their Price Tender shall not be opened. The Tender security of the Tenderers shall be returned as per due process. • The Employer shall conduct the opening of Price Tenders through e procurement portal i.e., https://eproc.karnataka.gov.in of all Tenderers who have submitted substantially responsive Technical Tenders and who have been determined qualified as a result of technical evaluation.
23.4	<p>The following para is added:</p> <p>Deviations, Reservations, and Omissions</p>

	<p>During the evaluation of Tenders, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Tendering Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tendering Document; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tendering Document.
<p>24.3</p>	<p>The following para is added:</p> <p>Nonconformities, Errors, and Omissions</p> <ul style="list-style-type: none"> • Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender that do not constitute a material deviation, reservation or omission. • Provided that a Tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
<p>24.4</p>	<p>The following para is added:</p> <p>Correction of Arithmetical Errors and Omissions in Tender and Evaluation of Tender Price</p> <ol style="list-style-type: none"> 1. Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors and omissions in the Tender and then arrive at the Evaluated Tender Price on the following basis: <ol style="list-style-type: none"> (a) If there is a discrepancy between the price mentioned in the summary sheet of the BOQ and the price that is obtained by calculation i.e. by taking into account the percentage rate quoted above/below/at par for any bill/ schedule in the summary sheet of BOQ, then the quoted percentage rate shall prevail and the price shall be corrected accordingly. (b) if the percentage rate has been quoted both in words and in figures and there is a discrepancy in such rates, then the lower of the two shall prevail and shall be considered for evaluation of the price of the schedule/bill; (c) If the percentage rate has been quoted either in words or in figures only, then the same shall be considered for evaluation of the price of the schedule/bill; (d) If no percentage rate has been indicated for any particular schedule/bill in words, as well as in figures, irrespective of the fact whether the Tenderer has written or not written above/below/at par, in such cases, the rate shall be considered as at par and the price shall be calculated accordingly; (e) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. (f) The rate for each item of each schedule/bill shall first be calculated after applying percentage rate and discount(s) to the BOQ rate for that item and the net rate shall be rounded off to 2 decimal places. The net rate so calculated shall then be used for working out the amount for each item of the schedule/bill. Thereafter, evaluated price of a schedule shall be calculated as the sum of amounts of all items of that schedule and sum of evaluated prices of all schedules/bills shall be the overall Evaluated Tender Price.

	<p>2. If the Tenderer that has submitted the lowest evaluated Tender does not accept the correction of errors and omissions as per above provisions, its Tender shall be disqualified and its Tender security shall be forfeited or its Tender-Securing Declaration executed.</p>
<p>25.6</p>	<p>The following para is added:</p> <p>Conversion to Single Currency</p> <p>For evaluation and comparison purposes the currencies of the Tender shall be converted into Indian Rupees as stated in BDS.</p> <p>An Abnormally Low Tender is one in which the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer to perform the contract at the offered price. The Employer may in such cases seek written clarifications from the Tenderer, including detailed price analysis of its Tender price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender document. If, after evaluating the price analyses, the Employer determines that the Tenderer has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Employer may reject the Tender/ proposal.</p> <p>Additional Performance Security in case of abnormally low Tenders will have to be submitted.</p> <p>The calculation sheet is as below:</p> <p>If the bid, which results in the lowest Evaluated Bid Price is substantially on lower side and/or seriously unbalanced in the opinion of the Employer as per criteria defined below, the Employer may require the bidder to submit additional performance security as under:-</p> <p>a) If overall price quoted by the L1 bidder is below the engineer's estimated price by more than 10% and the difference between overall price quoted by the L1 and L2 is more than 5% of the estimated price, then the bid price of L1 bidder shall be treated as substantially on lower side and such bidder shall be bound to furnish additional performance security equal to the (0.9x engineer's estimated price – L1 price) or (0.95 x L2 price – L1 price)</p> <p>whichever is lower, on this account. Example below demonstrates the method of calculation to arrive at additional performance security:</p> <p>Suppose overall price quoted by the L1 bidder is 17% below the estimated price and the overall price quoted by L2 bidder is 8% below the estimated price. In this case the overall price quoted by the L1 bidder is lower by more than 10% of the estimated price and also the difference between overall price quoted by the L2 and L1 bidder is more than 5% of the estimated price, hence the L1 bidder shall be required to furnish additional performance security for an amount equal to {0.9 x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.07 x engineer's estimated price} = 7% of engineer's estimated price or {0.95 x (1-8/100) x engineer's estimated price – (1-17/100) x engineer's estimated price} = {0.044 x engineer's estimated price} = 4.4% of engineer's estimated price; whichever is lower.</p> <p>As per the above L1 bidder shall be required to submit additional performance security of 4.4% of engineer's estimated price.</p> <p>b) If for any bill/ schedule of quantities % age above or below quoted by the bidder on the estimated price is beyond 15% below the overall % age difference between the quoted contract price and the engineers estimated price, then the price for that particular schedule shall be treated as seriously unbalanced and bidder shall be bound to furnish additional performance security for such unbalanced price. Example below demonstrates the method of calculation to arrive at unbalanced price and additional performance security:</p>

	<p>Suppose for the L1 bidder overall % age difference between quoted contract price and the engineers estimated price;</p> $(Overall\ contract\ price - Overall\ estimated\ price) \times 100 \div overall\ estimated\ price = + 4 \%$ <p>Maximum % age below permitted over estimated price of any bill / schedule in this case = +4 – 15 = -11%</p> <p>Suppose for the L1 bidder has quoted 20% below estimated price of schedule “A” then the pricing of the schedule A shall be treated as unbalanced and the bidder shall be required to furnish additional performance security for an amount equal to (20 – 11) % of the estimated price of schedule A.</p>
<p>26.2</p>	<p>The following para is added:</p> <p>Award Criteria</p> <ul style="list-style-type: none"> • The Employer shall award the Contract to the Tenderer whose Tender is substantially responsive to the Tendering Document, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily and whose offer has been determined to be the lowest evaluated subject to ITT below. In case of more than one Tenders are evaluated to be lowest, Contract shall be awarded to the Tenderer having higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last Two financial years. • The Employer has the right to review at any time prior to award of contract that the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are still being met by the Tenderer whose offer has been determined to be the lowest evaluated Tender. A Tender shall be rejected if the qualification criteria as specified in Section-3: Qualification Information and Bidding Forms are no longer met by the Tenderer whose offer has been determined to be the lowest evaluated Tender. In this event the Employer shall proceed to the next lowest evaluated Tender to make a similar reassessment of that Tenderer’s capabilities to perform satisfactorily.
<p>29.5</p>	<p>The following para is added:</p> <p>Performance Security</p> <p>The successful Tenderers shall have to submit a Performance Guarantee (PG) Within twenty (20) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 20 days up to 60 days from the date of issue of LOA may be given by the authority who is competent to sign the contract agreement. However, a penal interest of 12% of per annum shall be charged for the delay beyond 20 days, i.e. From 21nd day after the date of issue of LOA. Further if the 60th day happens to be declared holiday in the office of K-RIDE, submission of PG can be accepted on the next working day.</p> <p>In all other cases if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated K-RIDE shall be entitled to forfeit the Tender security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a start-up recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for that work.</p>

	<p>Failure of the successful Tenderer to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security or execution of the Tender-Securing Declaration.</p> <p>The above provision shall also not apply to the furnishing of a Domestic Preference Security, if so required.</p>
New Clause-1	<p>LITIGATION HISTORY: (Please see Annexure Tendering Forms).</p> <p>The Tenderer/Tenderers should provide accurate information on any litigation or arbitration resulting from contracts completed or under its execution over the last ten years as on date of submission of this tender.</p> <p>If the litigation started by the Tenderer without recourse to measures of Dispute Resolution and Arbitration as provided in the Contract or the litigation in respect of challenge of award of Arbitration by the Tenderer, will be treated as Litigation case indulged by the Tenderer for this Para of Litigation History.</p>
New Clause-2	<p>Jurisdiction of Courts</p> <p>The Tendering process shall be governed by and construed in accordance with the laws of India and the Courts as indicated in Tender Data Sheet shall have exclusive jurisdiction over all the disputes/issues arising under, pursuant to and/ or in connection with the Tendering process.</p>

K-RIDE

SECTION-3

QUALIFICATION INFORMATION/BIDDING FORMS

INDEX**SECTION-3: QUALIFICATION INFORMATION/BIDDING FORMS**

This Section contains the forms which are to be completed by the Bidder and to be submitted as part of this Bid.

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3.	Similar Work Experience	Para No. 1.3	
4.	Quantities of Work executed in Last 5 years	Para No. 1.4	
5.	Information on Works (Existing, Ongoing and Works for which Tenders already submitted)	Para No. 1.5	
6.	Availability of Plant and Equipment Details	Para No. 1.6	
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8.	Qualification and Experience of Key Personnel	Para No. 1.8	
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28.	Checklist for clauses pertaining to Summary Rejection of bid	Form No 2	
29.	Format for certificate to be submitted by bidder along with the bid	Form 3 C1	
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31.	Deleted	Form 4	
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33.	Format of Curriculum Vitae (cv) for proposed key professional staff	Form 6	Deleted
34.	Undertaking from specialist sub-contractor	Form CL-2	Deleted
35.	Availability of Financial Resources	Form CL-3	Deleted
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37.	Work Experience Certificate	Form EXP-1	

A) QUALIFICATION INFORMATION/BIDDING FORMS

1. QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 2 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1. Constitution or legal status of Tenderer

Place of Registration: _____ [Attach copy]

Principal place of business: _____ [Attach Copy]

1.2. Total value of construction works executed and payments received in the preceding five Financial Years. (Rs. In Crores) (attach certificate from Statutory Auditors)

2016-2017: -----

2017-2018: -----

2018-2019: -----

2019-2020: -----

2020-2021: -----

1.3. Work performed as Contractor (in the same name) on works of similar nature over during the five financial years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Cr.	Date of Issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

Note:

- (1) If the qualifying work of similar nature is done by a joint venture/consortium, then Value shall be considered as per percentage participation by the member(s) in that joint venture/consortium.
- (2) Value of *similar nature of work completed shall be updated up to date of submission as per table given below:

Financial year	2016-17	2017-18	2018-19	2019-20	2020-21
Indian Currency					
Foreign Currency					

- (3) Updated value of completed work in foreign currency shall be converted to Equivalent INR, calculated using the selling exchange rate of Reserve Bank of India as on 28th day prior to the last date of submission of bids. In case publication is not available on 28th day, previous working day published exchange rate shall be considered for evaluation.

The bidder shall attach a copy of the Certificate(s) issued by the employer in support of the information being furnished in the above form, failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

SEAL AND SIGNATURE

1.4. Quantities of work executed as contractor (in the same name) during the last five years.

Year	Name of Work	Name of Employer	Quantity of work performed (As mentioned in Qualification of the Tenderer Clause 3.2)	Remarks (Indicate contract reference Contract No., Award Date, Completion date, Role in contract, total contract amount, JV participation proportion)
			"Welding of rail joints by SKV Alumino Thermit welding technique"	
2016-17				
2017-18				
2018-19				
2019-20				
2020-21				

Note:

- 1) Copy of Certificate(s) issued by the employer in support of the information being furnished above, shall be attached with each respective form, as per detailed requirements indicated in clause 3.2 (c) of Section 2 failing which the claim of the bidder shall be liable to be rejected (in case of experience as a sub-contractor, the employer shall be the owner of the Project who has engaged the main Contractor).

SEAL AND SIGNATURE

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

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. In Crores)	Stipulated period of completion	Value of works remaining to be completed (Rs. In Crores) (Attach certificate from Engineer in charge)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. In Crores)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

- 1.6. Deleted

- 1.7. Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

- 1.8. Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

- 1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

- 1.10. Deleted.

- 1.11. Deleted

- 1.12. Deleted.

B) ADDITIONAL QUALIFICATION INFORMATION/BIDDING FORMS

Form: PS1

LETTER OF TECHNICAL BID

(Seperately for each Package)
Date.....

Invitation for Bid No.:.....

To,
.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Tenderer (ITT);
- (b) We offer to execute the Works in conformity with the Bidding Documents;
- (c) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITT clause 2.4;
- (f) We declare that we are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITT clause 2.2, other than alternative offers submitted in accordance with ITT clause 14;
- (g) We declare that we are not liable to be disqualified in Accordance with ITT clause 2.5, and we are enclosing the affidavit for the same as per the Performa given in the bid document.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (i) We have not made any deviations from the requirement of the bidding document and we have also not made any tampering or changes in the bidding documents on which the bid is being submitted and if any tampering or changes are detected at any stage, we understand the bid will invite summary rejection and

invocation of bid security declaration, the contract will be liable to be terminated along with forfeiture of performance security, even if LOA has been issued.

- (j) We understand that we will be considered for participating for which we have submitted the bid security(ies) declaration form and we will be considered for award, subject to fulfilling the eligibility criteria as given in bidding document;
- (k) If our bid is accepted, we opt to take payment into the bank account, nominated by us.
- (l) We declare that the submission of this bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services or any other item of work related to the award and performance of this contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the bid price does not include any such amount. We acknowledge the right of the Employer, if he finds to the contrary, to declare our bid to be noncompliant and if the contract has been awarded to declare the contract null and void
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (n) A Power of Attorney to sign and submit this letter is attached.
- (o) Having inspected the site, examined the complete bid document including Employer's requirements, Conditions of Contract, Special Conditions of Contract, particular conditions of Contract, Technical Specifications, Safety, Health & Environment (SHE) manual, Eligibility Cum Qualification Criteria, Instructions to Bidder and Addenda/Corrigendum etc., thereto (if any) for above mentioned work and prepared the bid entirely in accordance with all the requirements of the bid document and agree entirely with them.
- (p) We here by confirm that we have visited the sites of work and have become conversant with the local conditions of working.
- (q) For the purpose of your evaluation, study, review and decision-making we are ready to let you inspect our business premises / site, etc.
- (r) We authorize K-RIDE or any of their authorized representative to approach, enquire, verify and check the matter furnished in our submission with the concerned client / owner of the Project / Contract and the concerned Banker of reference provided by us.
- (s) We undertake to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of K-RIDE in connection with this bid and without your written authority or as otherwise required by law not to publish or otherwise disclose the same.
- (t) We have submitted the Statement of Integrity, Eligibility, Social, and Environmental Responsibility signed and abide by the same.
- (u) We understand that this Bid shall be governed by and construed in all respects according to the laws for the time being force in India. The courts at Bangalore will have exclusive jurisdiction in the matter.

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

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

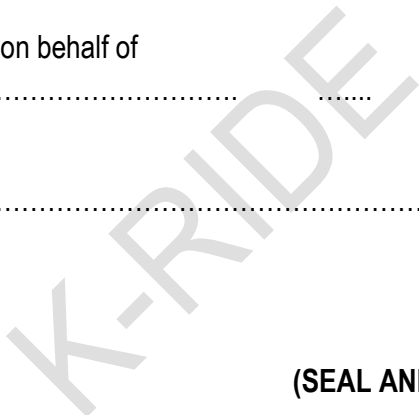
(w) We confirm and declare that by virtue of our signature below, to the best of knowledge and belief that the information provided by us as required in this Bid Document, all supporting and explanatory information is truthful and exact.

Name.....
..... In the capacity
.....

Signed
.....
.....

Duly authorized to sign the Bid for and on behalf of
.....

Date
.....
.....



(SEAL AND SIGNATURE OF THE BIDDER)

LETTER OF PRICE BID

(DELETED)

K-RIDE

Form: PS 3**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY BIDDER ALONGWITH THE BID**

(To be separately given for each package)

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

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

- *1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by K-RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
- *2. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV/ Consortium partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. during the period of last 3 years before the deadline for submission of bids.

(Add Proviso of Clause 2, (ITT) suitably, if any Contract was so terminated).

- *3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by K-RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV/ Consortium) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and K-RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor is such a case pending before any Court on the deadline of submission of the bid.
- *5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by K-RIDE as on the deadline for submission of bid.
6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity. Consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

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

OR

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

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

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
9. We declare that the information and documents submitted along with the bid by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security declaration form shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings up to a period of five years.
11. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we **[insert name of the bidder]** ** _____ and all our constituents understand that we shall be liable for banning of business dealings up to a period of five years.
12. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
13. We also understand that our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon us.
14. We declare that the information and the document submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
15. We undersigned that if the certificate regarding Eligibility Criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five years in K-RIDE. Further, we (Insert name of the Tenderer)** and all our constituents understand that our offer shall be summarily rejected.
16. We also understand that if the certificate submitted by us are found to be false/forged or incorrect at any time after the award of contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for five year in K-RIDE.

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

We above named tenderer do hereby solemnly affirm and verify that the contents of our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

(SEAL AND SIGNATURE OF THE BIDDER)

*Modify the contents wherever necessary, in terms of sub-clause 2 ITT.

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

Attestation before Magistrate/Public Notary

K-RIDE

Form – BDF/1

BID SECURITY DECLARATION FORM

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

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

(Signature of the Authorized Signatory, Official Seal)

K-RIDE

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 2 (Qualification Information) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

To establish its qualifications to perform the contract in accordance with Section 2 (Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	

The bidder shall attach copies of the following original documents with the form:

1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT clause 2.
2. Authorization to represent the firm or JV/ Consortium named in above, in accordance with ITT clause 14.
3. In case of JV/ Consortium, JV/ Consortium agreement, in accordance with ITT clause 2.

SEAL AND SIGNATURE

Form ELI - 2: JV/ Consortium Information Sheet

Each member of a JV/ Consortium must fill in this form separately

JV / Consortium Information	
Bidder's legal name	
JV/ Consortium Partner's legal name	
JV/ Consortium Partner's country of constitution	
JV/ Consortium Partner's year of constitution	
JV/ Consortium Partner's legal address in country of constitution	
JV/ Consortium Partner's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)	
Bidder's Bank Details: (a) Name of the Bank and branch: (b) Account Number: (c) IFSC code: (d) Bank's Contact Number and Fax Number: (e) PAN: (f) GST Registration No:	

The bidder shall attach copies of the following original documents with the form:

1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT clause 2.
2. Authorization to represent the firm named above, in accordance with ITT clause 14.

Note: Following needs to be submitted by the bidder;

- (a) Affidavit in case of Proprietary firm.
- (b) Partnership Deed in case of partnership firm.
- (c) Memorandum & Article of Association in case of Public/Private limited company.
- (d) Authorization/POA in favour of authorised signatory of bidder to sign the bid.

SEAL AND SIGNATURE

Form FIN-1: Financial Situation

(Each Bidder or each member of a JV/Consortium must fill in this form separately)

NAME OF BIDDER/JV/CONSORTIUM PARTNER

	Financial Data for Last 5 Years [Indian National Rupees]				
	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
Current Liabilities					
5. Net Worth [= 1 – 3]					
6. Working Capital [= 2 - 4]					
7. Profit Before Tax (PBT)					

1. The bidder shall attach copies of the following original documents with the form

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

- i. All such documents reflect the financial situation of the Bidder or partner to a JV/ Consortium, and not sister or parent companies.
- ii. Historic financial statements must be audited by a certified accountant.
- iii. Historic financial statements must be complete, including all notes to the financial statements.
- iv. Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Contents of this form should be certified by a Statutory Auditor

- i. In the event that the audited accounts for the latest concluded Financial Year are not available, the Bidder shall furnish information pertaining to the last five financial years after ignoring the latest concluded financial year. In case, the bidder submits audited financial information for the last six or more years, only the figures for the latest five years shall be considered for evaluation.
- ii. Financial data for last five financial years has to be submitted by the bidder along with audited balance sheets. The financial information of the Bidder must be certified either by the Independent Financial Auditor (statutory Auditor) of the company appointed under the companies' Act.

- iii. In case any discrepancy in data is found between the balance sheet and the financial information submitted, the data as available in the balance sheet will be considered.
- iv. In case the audited balance sheet of the last financial year is not made available by the Bidder, he has to submit an affidavit certifying that 'The Balance Sheet has actually not been audited so far'. In such a case the financial data of previous '4' audited financial years will be taken into consideration for evaluation. If audited balance sheet of any year other than the last financial year is not submitted, then the bid will be considered as non-responsive
- v. In case the company's financial year is from Jan 19 to Dec 19, then it will be considered under financial year 2019 - 20 similar procedure will be applicable for other financial years also.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports.

(Signature of Statutory Auditor)

Name of Statutory Auditor : _____

Registration No: _____

(Seal)

Form FIN-2: Annual Construction Turnover for the last 5 years

Each Bidder or each member of a JV/ Consortium must fill in this form separately:

NAME OF BIDDER/JV/CONSORTIUM PARTNER:

Sl.No.	Year	Annual Turnover	Multiplying factor	Updated Annual turnover
		INR	INR	INR
1	2016-2017			
2	2017-2018			
3	2018-2019			
4	2019-2020			
5	2020-2021			

Annual Turnover Data for the Last 5 Years (Construction only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Construction Turnover for last 5 Financial Years			
Minimum Financial Turnover for any last 2 Financial Years as per clause 3.2(a)			

1. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years and submitted as attachments to form Fin-1 in respect of the bidder or all partners constituting the bidder.
2. Contents of this form should be certified by a Statutory Auditor.
3. In the event that the audited accounts for the latest Financial Year are not available, the Bidder shall furnish information pertaining to last three financial years after ignoring the latest financial year. In case the bidder submits audited financial information for the last four or more years, only the figures for the latest three years shall be considered for evaluation.

SEAL AND SIGNATURE

Form FIN-3: Current Contract Commitments / Works in Progress

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

Contract Commitments

Sl. No.	Description of work	Contract No. & date	Name & address of Employer, Tel./Fax/ Email	Value of Contract in INR	Stipulated Period of completion	Value of Balance work	Anticipated date of Completion
1							
2							
3							
4							
5							
Total							

1. For calculation of 'Updated contract value" in column 5 above, assume inflation as per multiplying Factors given in FIN-2.
2. Bidder should provide information on their current commitments or all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which a completion certificate is yet to be issued.
3. Total Equivalent INR should be calculated using the selling exchange rate of Reserve Bank of India as on 28th day prior to the last date of submission of bids. In case publication is not available on 28th day, previous working day published exchange rate shall be considered for evaluation.

Note: Enclose Certificate(s) from Engineer(s) In charge (not below the rank of Executive Engineer) for Value of outstanding work. In case it is not feasible to furnish certificate from all the units the bidder should record the following certificate on Fin 3:

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

SEAL AND SIGNATURE

FORM NO. 1

DELETED

K-RIDE

FORM NO. 2

**CHECKLIST FOR CLAUSES PERTAINING TO SUMMARY
REJECTION OF BID**

We, the undersigned, declare that we have read and understood the content of ITT clauses section:2 mentioned below. We also understand that our bid shall be summarily rejected in case we fail to comply the requirements of undermentioned clauses:

ITT Clause No. Section 2	Reason for Summary Rejection
2.5	Non-submission of Affidavit- (Form PS-3)
22	Non-submission of immediate information to the Employer in case Bidder ceases to fulfill eligibility in terms of ITT clause 2
11.5	Quoting more than one percentage for any schedule
13	Bid not accompanied with bid security declaration
14	Bid not accompanied with power of attorney/General power of Attorney to sign on behalf of the bidders

SEAL AND SIGNATURE OF THE BIDDER

Form: 3 C 1

FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER ALONGWITH THE BID
(On the letter head of the Firm)

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

Dated this _____ day of _____, 2021

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

Form: 3 C 2

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

(On the letter head of the Firm)

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

Dated this _____ day of _____, 2021

For- _____

Authorized Signatory Signature _____

Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

Form 5

Key Personnel for the work

MINIMUM QUALIFICATION AND EXPERIENCE REQUIRED FOR KEY PERSONNEL TO BE DEPLOYED FOR THE WORK

Sl. No	Key Personnel	Qualifications & Total Experience	Particular Experience (Minimum requirement)	Minimum Number of Personnel Required	Name of the key personnel proposed	Qualification	Total number of years of experience	Number of Years in similar works experience
1								
2								

Note: Further details to be updated as per clause 3.3 (c) of section 2 ITT.

(Signature)

(Name of Signatory)

(Capacity of Signatory)

Seal.....

Form 6

Deleted

FORM CL-2

Deleted

Form CL-3

Deleted

Form CL-4

Deleted

Form EXP-1**WORK EXPERIENCE CERTIFICATE**

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

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

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

Note:

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

Signature :.....

Name of officer.....

Designation:

Address:

Office seal:

Phone/FAX No.:

Date :

--00--00--00--

SECTION-4

**FORM OF TENDER, LETTER OF ACCEPTANCE,
NOTICE TO PROCEED WITH THE WORK AND
AGREEMENT FORM ETC.,**

FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM ETC.,

SL. NO.	TITLE	FORM NUMBER	PAGE NO.
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2	ISSUE OF NOTICE TO PROCEED WITH THE WORK	FORM-2	63
3	AGREEMENT FORM	FORM-3	64-65

K-RIDE

LETTER OF ACCEPTANCE(Letter head paper of the Employer)

_____ [date]

To: _____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for **“Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg (UIC)/260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO”**. Tender No: K-RIDE/DL/18/2021, Date :25.10.2021 for the Contract Price of Rupees_____.(_____ [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit (Performance Security) plus additional security for unbalanced tenders in accordance with of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT and clause 43 of the conditions of contract for an amount of Rs._____(As defined in contract data) within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency.

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(Letter head of the Employer)

_____ (Date)

To

_____ (name and address of the Contractor)

Dear Sirs:

With reference to LOA, for the **"Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg (UIC)/260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO"** a Tender Price of Rs.—
_____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign
on behalf of Employer)

AGREEMENT FORM

Agreement

This agreement, made the _____ day of _____, 20____, between _____ (Name and Address of Employer) (herein after called "the Employer") of the _____ one part and _____ [name and address of contractor] (herein after called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute, **"Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg(UIC)/260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO"** Tender No. K-RIDE/DL/18/2021, Date. : 25.10.2021 (herein after called "The Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Tender;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract and Particular Condition of Contract)
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

K-RIDE

SECTION – 5

CONDITIONS OF CONTRACT(CC) AND SPECIAL CONDITIONS OF CONTRACT (SCC)

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CONDITIONS OF CONTRACT

A. GENERAL

1. DEFINITIONS

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. INTERPRETATION

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

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

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor's Tender
- (4) Contract Data
- (5) Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. LAW GOVERNING CONTRACT

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. EMPLOYER'S DECISIONS

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. DELEGATION

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. COMMUNICATIONS

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. SUBCONTRACTING:

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. OTHER CONTRACTORS

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. PERSONNEL

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by K-RIDE from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. EMPLOYER'S AND CONTRACTOR'S RISKS

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. EMPLOYER'S RISKS

11.1 The Employer is responsible for the excepted risks which are:

- (a) Rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub Contractors arising from the conduct of the Works; or
- (b) a cause due solely to the design of the Works, other than the Contractor's design; or

- (i) could not have reasonably foreseen; or

- (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

- (A) prevent loss or damage to physical property from occurring by taking appropriate measures or

- (B) insure against such loss or damage

12. CONTRACTOR'S RISKS

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. INSURANCE:

- 13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:
- (a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
 - (b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
 - (c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- 13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.
- 13.5 Both Parties shall comply with any conditions of the insurance policies.

14. SITE INVESTIGATION REPORTS:

- 14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. QUERIES ABOUT THE CONTRACT DATA

- 15.1 The Employer will clarify queries on the Contract Data.

16. CONTRACTOR TO CONSTRUCT THE WORKS

- 16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. THE WORKS TO BE COMPLETED BY THE INTENDED COMPLETION DATE

- 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. APPROVAL BY THE EMPLOYER:

- 18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for the design of Temporary Works
- 18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to design of the temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. SAFETY

- 19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20 DISCOVERIES

- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21 POSSESSION OF THE SITE

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor progressively, If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be compensation event.

22 ACCESS TO THE SITE

- 22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23 INSTRUCTIONS

- 23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24 PROCEDURE FOR RESOLUTION OF DISPUTES:

- 24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.
- 24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

- 24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. TIME CONTROL

25. PROGRAM

- 25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. EXTENSION OF THE INTENDED COMPLETION DATE

- 26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. DELAYS ORDERED BY THE EMPLOYER

- 27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. MANAGEMENT MEETINGS

- 28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.
- 28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QUALITY CONTROL

29. IDENTIFYING DEFECTS

- 29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. TESTS

- 30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. CORRECTION OF DEFECTS

- 31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. UNCORRECTED DEFECTS

- 32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

33. BILL OF QUANTITIES (BOQ)

- 33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.
- 33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item / Percentage.

34. VARIATIONS

- 34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;

- (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 15 days of request, failing which the work shall be carried out as through there is no variation. In case variation is approved it shall be accompanied with BOQ, failing which the contractor shall be responsible for deviation if any.

35. PAYMENTS FOR VARIATIONS

- 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. SUBMISSION OF BILLS FOR PAYMENT

- 36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
- 36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
- 36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. PAYMENTS

- 37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source as applicable under law. The Employer shall pay the Contractor within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress.
- 37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. COMPENSATION EVENTS:

- 38.1 The following are Compensation events unless they are caused by the Contractor:
- (a) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
 - (b) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
 - (c) The effect on the Contractor of any of the Employer's Risks.
 - (d) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.
- 38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. TAX

- 39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales, GST and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. PRICE ADJUSTMENT:

PRICE ADJUSTMENT CLAUSE (PVC) IS NOT APPLICABLE IN THE INSTANT WORK.

41. LIQUIDATED DAMAGES

- 41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.
- 41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. ADVANCE PAYMENTS:

- 42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. The advance loan shall be repaid with prevailing bank interest.
- 42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer
- 42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages

43. SECURITIES:

- 43.1 The Performance Security (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Performance Security as indicated in the contract data shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. COST OF REPAIRS:

- 44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. COMPLETION

- 45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. TAKING OVER

- 46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. FINAL ACCOUNT

- 47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. AS BUILT DRAWINGS AND /OR OPERATING AND MAINTENANCE MANUALS

- 48.1 If "As Built Drawings" (Completion Drawing) and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. TERMINATION

- 49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 49.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

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- (b) -“DELETED”-
- (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) -“DELETED”-
- (e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (f) the Contractor does not maintain a security which is required;
- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. PAYMENT UPON TERMINATION

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the

reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. PROPERTY

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

52. RELEASE FROM PERFORMANCE

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

K-RIDE

F. SPECIAL CONDITIONS OF CONTRACT

Safety and Security at work

1.1

The works included in this contract are to be carried out close to the running tracks and public utilities, therefore, safety of running trains and the public is paramount. Therefore, all activities undertaken by the Contractor/his Sub-contractors shall ensure safety at all times. The contractor shall comply with the instructions issued by the Railway/ Engineer/Employer from time to time to ensure safe running of trains while carrying out works. The rates quoted by the Contractor shall be deemed to include all expenditure incurred in compliance with the same.

1.2

Before starting any excavation work adjacent to existing track, the contractor shall ensure that necessary permissions has been obtained and required precautions have been taken for doing such work in terms Joint Procedure Order (JPO). The penalties mentioned in the following JPO shall be levied on the contractor if such event occur. The JPO is reproduced below:

“JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALING, ELECTRICAL AND TELECOMMUNICATION CABLES”

A) A number of Engineering works in connection with gauge conversion/doubling/third line are in progress on various railways, which require extensive digging work near the running track, in close vicinity of the working S&T cables carrying vital safety circuits as well as electrical cables feeding the power supply to cabins. ASM room, RRI Cabin, Intermediate Block Huts (IBH) etc. Similarly, S&T organization under open line or construction units under CAO/C, are executing various Signaling and Telecom works requiring digging of earth for laying of cables or casting of foundations for the erection of signal posts etc. RailTel is also executing the work of laying of quad cable and OFC on various Railways as a part of sanctioned works for exclusive use of Railways for carrying voice and data i.e. administrative and control communication, PRS, FOIS etc. or shared by RailTel Corporation of India Ltd. On certain sections digging is also required for laying of electrical cable and casting of foundation for the erection of OHE masts by Electrical Dept. Generally, these works are executed by contractors employed by these organizations.

B) However, while carrying out these works in the vicinity of working signaling, telecommunication and electrical cables, at times, cable cuts take place due to JCB machines working along the track or during the digging work being done by contractors carrying out the Civil Engineering Works. Similarly, such cable cuts are also resulting due to works undertaken by S&T or Electrical departments. Such cable faults results in the failure of vital signaling and telecommunication circuits & electrical installations.

C) Henceforth, the following joint procedure shall be followed by Engineering, Electrical and S&T (and RailTel organisation, wherever such works are being done by them) officers of the respective divisions and by the construction organisation, while carrying out any digging work near to existing signaling & telecommunication and

electrical cables, so that the instances of cable cut due to execution of works, can be controlled and minimized.

1. S&T Department (and RailTel, where they have laid the cables) and Electrical department shall provide a detailed cable route plan showing exact location of cable at an interval of 200m or wherever there is change in alignment so that the same is located easily by the Engineering official/contractor. In addition, S&T department and Electrical department shall also provide cable markers along the alignment of the cable. These cable route plans shall be made available to the Sr.DEN/DEN or Dy.CE/C, as the case may be, by Sr. DSTE/DSTE or Sr. DEE/DEE of the divisions or Dy.CSTE/C or Dy.CEE/C within 15 days in duplicate. Sr.DEN/DEN or Dy.CE/C will send copies to their field unit i.e. AEN/SE/P.Way & Works.
2. Before taking up any digging activity on a particular work by any agency, Sr.DSTE/DSTE or Sr.DEE/DEE of the section shall be approached in writing by the concerned Engg. or S&T or Electrical officer for permitting to undertake the work. Sr.DSTE/DSTE or Sr.DEE/DEE, after ensuring that the concerned executing agencies including the contractor have fully understood the S&T and Electrical cable route plan shall permit the work in writing within 7 days of the request by concerned department.
3. After getting the permission from S&T or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor by concerned Engg. official for commencement of work and ensuring that the contractors have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered. Such a provision, including any penalty for default, should form part of agreement also. It is advisable that a suitable post of SE/Sig or SE/Tele or SE/Electrical(TRD or G) shall be created chargeable to the estimates of doubling/gauge conversion, who can help Engg. agencies in the execution of the work. However basic responsibility will be of the department executing the work and the Contractor. Creation of posts is not mandatory.
4. The SE/P.Way or SE/Works shall pass on the information to the concerned SE/Sig SE/Tele or SE/Electrical(TRD or G) about the works being taken up by the contractors in their sections at least 3 days in advance of the day of the work. In addition Engineering control shall also be informed by SE/P.Way or SE/Works, who in turn shall pass on the information to the test room/network operation centre of RailTel/TPC/Electrical control.
5. On receiving the above information, SE/Sig or SE/Tele or SE/Electrical (TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such requests.
6. The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Engineering control as soon as the concerned Engineering officials issue the letter authorizing commencement of work to the contractor. Test room shall

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be given copies. Test room shall collect any further details from the Engineering Control and shall pass it on to S&T/RailTel & Electrical officials regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of para 4 and 5 above, the works of contractor should not be stopped on this account.

7. In case of works being taken up by the State Government, National Highway Authority etc., the details of the permission given i.e. the nature the work, kilometer etc. be given to the Engineering control including the contact person's number so that the work can be done in a planned manner. The permission letter shall indicate the contact numbers of Test room/network Operating Centre of RailTel/TPC/Elect. Control.
8. Where the nature of the work taken up by the Engineering department is such that the OFC or other S&T cables or Electrical cables is to be shifted and relocated, notice of minimum one week shall be given so that the Division/RailTel/Construction can plan the works properly for shifting. Such shifting works shall in addition, for security and integrity of the cables, be supervised by S&T supervisors/RailTel supervisors/Electrical Supervisors.
9. The concerned SE/P.Way/SE/Works/SE/Sig/SE/Tele/SE/Electrical (TRD or G) or RailTel supervisors supervising the work of the contractor shall ensure that the existing emergency sockets are not damaged in view of their importance in providing communication during accident/emergency.
10. In case of minor nature of works where shifting of cable is not required, in order to prevent damage to the cable, the Engineering contractor shall take out the S&T or optical fibre cable or Electrical cable carefully from the trench and place it properly alongside at a safe location before starting the earthwork under the supervision of SE/Sig or SE/Tele or SE/Electrical(TRD or G). The cable shall be reburied soon after completion of excavation with proper care including placement of the brick over the cable under the supervision of S&T or Electrical supervisors. However, the work will be charged to the concerned engineering works. The responsibility for ensuring availability of SE (Signal), SE (Electrical) as per para 4 and 5 above lies with the respective department. The contractor will go ahead with the shifting of cables as per the program decided and he will not be held responsible for any cable cut.
11. In all the sections where major project are to be taken up/going on RailTel/S&T department shall deploy their official to take preventive/corrective action at site of work. As regards Electrical Department, the official may be deputed on need basis.
12. No new OFC or quad cable shall be laid close to existing track. It shall be laid close to the Railway boundary on one side of the Railway track to the extent possible to avoid any interference with the future works (doubling etc.). It shall be ensured in the new works of cable laying that the cable route is properly identified with electronic or concrete markers. Wherever multiple cables are laid in a trench, RFID markers may be provided for easy identification of the cable. Henceforth, wherever cable laying is planned, before undertaking the cable laying work, the cable route plan of the same shall be prepared by the Dy.CSTE/A or Dy.CEE/C and shall be got approved from the concerned Sr. DSTE/DSTE or Sr.DEE/DEE and also from the concerned Dy. CE/C for new lines and from the concerned Sr.DEN for all other projects including GC etc., to avoid possible damages in future. Such approvals shall be granted within 15 days of the submission of the request.

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13. The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
14. In case damage caused to OFC/Quad cable or Electrical cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:-
- i). Detailed cable route plan as per clause C-1 not provided by concerned department or cable is not protected as per laid down procedures.
 - ii). The alignment of the cable does not tally with the information provided to the contractor.
 - iii). The cable depth is found to be less than 800 mm from normal ground level.
 - iv). No representative of S&T department/RailTel was available at site guarding the cables on the fixed pre determined date and time.
15. Penalty to be imposed for damages to cable shall be as under:-

Cable damaged	Penalty per location
Only Quad cable or Signaling cable	Rs.1.0 Lakh
Only OFC	Rs.1.25 Lakh
Both OFC & Quad	Rs.1.5 Lakh
Electrical Cable	Rs.1.0 Lakh

Necessary debit in this regard shall be raised on the department undertaking the work who shall in turn levy the penalty on the defaulting contractor. S&T department shall raise the debits in case of damage to OFC or Quad or Signaling cable and Electrical department shall raise the debits in case of damage to Electrical cable.

16. Railways will not lodge FIR with RPF in case of works being executed by authorized contractors of Railways who have been duly permitted to execute the works in accordance with this JPO. Joint note by the supervisors of the concerned department shall be prepared and the responsibility of the cable cut should be decided without involving RPF. The joint note deciding the fact whether the contractor should be penalized shall be completed in a day's time from the occurrence of cable cut.
- In all other cases, when the cable is cut by an agency that was not permitted to execute any work, FIR should be lodged with RPF.
17. While giving permission for taking up the works, concerned departments may note that earthwork by engineering contractors will normally be done by machines except in a few isolated locations where the quantity of earth work is very less.
18. Railways shall make necessary correction in their future contract so that this JPO can also be enforced contractually.

19. In case of damages to OFC, RailTel should be paid 5/6th of the penalty recovered. RailTel shall raise demands on the S&T department in this regard.
20. All types of signaling & OHE bonds i.e. rail bond, cross bond and structure bond shall be restored by the contractor with a view to keep rail voltage low to ensure safety of personnel.
21. Above joint circular shall be applicable for construction as well as open line organization of Engineering, S&T and Electrical.
22. S&T cable and electrical cable route plan should be prepared by the concerned S&T and Electrical officers respectively and got approved as stipulated in para C-12 before undertaking the work. The completion cable route plan should be finalized block section by block section as soon as the work is completed.
23. All cable laying works shall be executed as per laid down technical specifications, such as protection measures/protective cover, compaction of refilled material etc.

Working near running line

1.3

- 1.3.1 The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in railway land next to the running line. If for execution of certain works viz. earth work for parallel railway line and supply of ballast for new or existing rail line, gauge conversion etc, road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer for permission giving the type & no. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work/movement. The Railways/Employer/ Engineer or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flag men & supervisor and will give written permission giving names of road vehicle drivers, contractor's flag men and supervisor to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:
- 1.3.2 Road vehicles can ply along the track after suitable cordoning of track with minimum distance of 6 meters from the centre of the nearest track. For working of machinery close to the running tracks or plying of road vehicles during night hours, the contractor shall apply to the Engineer in writing for permission, duly indicating the site details in a neat sketch and safety measures proposed to be taken. Subject to the approval of concerned Railway authorities, the Engineer or his authorized representative will communicate permission to the contractor/contractor's representative. The contractor and his men shall strictly adhere to the instructions given along with such permissions.
- 1.3.3 Nominated vehicles and drivers shall be utilized for work in the presence of at least one flag man and one supervisor certified for such work. In order to monitor the activities during night hours, additional staff may have to be posted based on the need of the individual site.

- 1.3.4. The Contractor' machinery, equipment and vehicles shall normally operate 6 m clear of track. Any movement/work at less than 6m and upto a minimum of 3.5m clear of track centre, shall be carried out only in the presence of a person (including any railway employee) authorized by the Engineer. No part of the road vehicle shall be allowed at less than 3.5m from track centre. Cost of such railway employee shall be borne by the Employer.
- 1.3.5 The Contractor's machinery and equipment like Cranes, Flash Butt Welders, Ballasting machinery, Compactors, Track Laying Systems etc. are required to operate close to the existing line carrying traffic. Contractor is fully responsible for operating these machineries without endangering the safety of the running line and traffic.
- 1.3.6 **Safety Fencing :** Before commencing any work close to the running track, the Contractor shall ensure safety fencing and obtain the specific permission of Engineer to commence the work in that stretch.

1.4 The contractor's special attention is drawn to Para 826 of Indian Railways Permanent Way Manual introduced under Advance Correction Slip no. 69 dated 23.05.2001, reproduced below which should invariably be complied with "826 Safe working of Contractors -- A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force.

The following measures should invariably be adopted:

- (a) The contractor shall not start any work without the presence of Railway supervisor at site.
 - (b) Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the railway's schedule of dimensions. For this purpose the area where road vehicles and/or Machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning/reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
 - (c) The "look out and whistle" caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flag men/detonators shall be provided where necessary for protection of trains.
 - (d) The supervisors/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as per proforma annexed shall be issued by AEN which will be valid only for the work for which it has been issued
 - (e) The unloaded ballast/rails/sleepers/other P.Way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- (f) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer.

COMPETENCY CERTIFICATE

“Certified that Shri _____ P. Way supervisor of M/S _____ has been examined regarding P. Way working on _____ work. His knowledge has been found satisfactory and he is capable of supervising the work safely.

Authorized Representative / K RIDE

- 1.5.** The work of formation in banks and cuttings throughout the length of doubling is adjacent to track under running traffic. Many of the bridges on the proposed double line are to be constructed either as extensions or just adjacent to the existing bridges under running traffic. The work of Installation of Track throughout the length of doubling is adjacent to track under running traffic. The work of Installation of Track and Signals in the Station yards including alterations to the existing Track and Signals has to be done adjacent to or in replacement of the existing Track and Signals which are under running traffic. The contractor shall ensure that the safety of the running lines and running traffic is not endangered, because of his work.
- 1.6.** Any traffic/traction blocks, temporary speed restrictions and caution orders required in this connection shall also be got sanctioned from the Railway authorities well in advance, through the Engineer. The Railways may sanction the same for specific sites within the overall recovery time available in the Railway's time table. The contractor shall have to schedule his programme according to the convenience of the Railways. No claim from the contractor for any delay/inconvenience/loss on this account shall be entertained by the Employer.
- 1.7** The contractor shall provide at site at his own cost, all protection measures including exhibition and lighting of all Temporary Engineering Signals as per Railway rules, instructions and norms. All lights provided by the contractor shall be screened so as not to interfere with any signal light on the Railways or with any traffic or signal lights of any local or other authority.
- 1.8.** **Ancillary and Temporary works**
- (a)** The Contractor's proposals for erection of all ancillary and temporary works shall be in conformity with the proposals submitted along with the tender and modifications thereto as approved by the Engineer.

- (b)** The Contractor shall submit drawings, supporting design calculations where called for by the Engineer and other relevant details of all such works to the Engineer for approval at least one month before he desires to commence such works. Approval by the Engineer of any such proposal shall not relieve the contractor of his responsibility for the sufficiency of such works.
- (c)** The contractor shall, at his own cost, design and provide any temporary arrangements including relieving/service girders required in connection with the above said works and remove the same, when no longer required. These arrangements shall conform to Railway norms. The contractor shall obtain all necessary approvals and sanctions of the concerned Railway authorities including Commissioner of Railway Safety through the Engineer/ Employer in advance and well in time.
- (d)** The contractor shall ensure and be entirely responsible for proper design, fabrication, provision and upkeep of all temporary arrangements and all associated activities so as not to endanger safety of any assets, running track, traffic and traveling public and for following all extent instructions, norms, practice and procedures laid down by Railway authorities in this respect, which may be ascertained from the Railways through the Engineer.
- (e)** If required, Railways may, in order to ensure the safety of the running track, post at site Regular Railway staff to watch the efficacy and safety of temporary arrangements and protection measures round the clock for the period the same exist in the running line and till the running line is restored back to normal. Railways may also supervise the insertion, maintenance and removal of the temporary arrangements. The cost of such staff shall be borne by the Employer.
- (f)** Notwithstanding the above, the contractor shall not, however, be relieved of his responsibility and obligation as aforesaid.
- (g)** Save as provided in Para 7 (e) above, the contractor shall bear the cost of complying with all safety requirements. No extra payment will be made for complying with the safety provisions under this chapter and the cost of all such elements to meet the safety requirements shall be deemed to be included in the Bill of Quantities.

1.9. The contractor remains fully responsible for ensuring safety. In case of any accident, the Contractor shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers.

1.10 Suitable barricading to forewarn road vehicle driver shall be provided by the contractor. The luminous tape, strung on bamboo or steel poles can be considered for such barricading. Barricading arrangement should be got approved by the Engineer.

1.11 Indemnity by Contractor

The Contractor shall indemnify and save harmless the Railway/Employer/Engineer from and against all actions, suit proceedings, losses, costs, damages, claims, and demands of every nature and description brought or recovered against the Railways/ Employer/Engineer by reason of any act or omission of the contractor, his agents or employees, in the execution of the works or in his guarding the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

1.12. Damage to Railway Property or Life or Private Property

The contractor shall be responsible for all risks to the works and for the trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives of persons or property of others from whatsoever cause in connection with the works until they are taken over by the Employer and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway/Employer/Engineer shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of Workmen's compensation act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid, by reason of any act, or any negligence or any omissions on the part of the contractor, the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway/Employer/Engineer may incur in reference thereto, shall be charged to the contractor. The Railway/Employer/Engineer shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expense shall not be called in question by the Contractor.

1.13. Safety of Public

- (i)** The Contractor shall be responsible to take all precautions to ensure the safety of the Public whether on Public or Railway property and shall post such look out men as may in the opinion of the Engineer be required to comply with regulations pertaining to the work.
- (ii)** The Contractor shall provide effective barricading using G.I. corrugated sheets around foundation pits, trenches, erection sites, demolition sites etc., to prevent accidents and injuries to the public. He shall erect barricading duly leaving safe passage for the movement of the public as per the directions of Engineer.
- (iii)** No payment will be made for providing such barricading and the rates quoted by the Contractor shall be inclusive of such safety measures.

1.14. Reporting of Accidents

- A.** The Contractor shall report to the Engineer details of any accidents as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer and the Employer immediately by the quickest available means.

1.15 Life-saving Appliances and First-aid Equipment: The Contractor shall provide and maintain upon the Works sufficient, proper and efficient life-saving appliances and first-aid equipment to the approval of the Engineer and in accordance with the requirements of ILO Convention No. 62. The appliances and equipment shall be available for use at all time\

1.16 Security Measure

- (a)** Security arrangements for the work shall be in accordance with general requirements and the contractor shall conform to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees and the staff and employees of his subcontractors.
- (b)** Contractor's as well as Sub Contractor's employees and representatives shall wear identification Badges (cards), uniforms, helmets, gum boots and other safety/protection gadgets/accessories provided by the Contractor. Badges shall identify the Contractor and show the employee's name and number and shall be worn at all times while at site.
- (c)** All vehicles used by the contractor shall be clearly marked with the Contractor's name or identification mark.
- (d)** The contractor shall be responsible for security of works for the duration of the contract and shall provide and maintain continuously adequate security personnel to fulfill these obligations. The requirements of security measures shall include, but not be limited to, maintenance of Law and Order at site, provision of all lighting, guard, flagmen, and all other measures necessary for protection of works within the colonies, camps and elsewhere at site, all materials delivered to the site and all persons employed in connection with the works continuously throughout working and non-working periods including nights, Sundays and holidays, for the duration of the contract. However, at work sites in close proximity of traffic corridors where public and traffic are likely to come close to the work area, suitable barricading as proposed by contractor and approved by Engineer shall be provided.
- (e)** No separate payment will be made for providing security measures and will be deemed to be included in the rates quoted by the contractor.

- 1.17 Contractor will have to comply the instructions circulated for Safety on Worksites Specially Doubling Works being implemented on Indian Railways as per relevant letters and any subsequent instructions on this issue.

It is presumed that bidders have gone through the Indian Railway's policies including any subsequent instructions on this issue if any, before quoting the rates.

1.18 Ensuring Safety at work site

–Ensuring safety at work site while carrying out of doubling works is of paramount importance.

Following measures must be ensured: -

1. Fencing as per specification laid down along the track at specified distance from centre line of existing track. The fencing should be maintained till the track is handed over to Railways. Accordingly, at locations where it has been broken/stolen away, the same should be restored expeditiously.
2. Contractors to ensure patrolling by Cycle/ Motor Cycle to prevent damage to fencing and to rectify as soon as it is detected.
3. In the stretch where new formation is likely to be used by unauthorized vehicles and likely to create potential unsafe condition, lifting barriers under lock & key at points where contractor's vehicles are required to enter should be provided

and the same should be manned to allow entry to only contractor's vehicles and prevent entry of unauthorized vehicles.

4. Other likely entry points on the new formation must be suitably blocked by providing physical obstructions by stacking sleepers or by cross trenches or by erecting fence to prevent entry of unauthorized vehicles. Frequent check should be exercised to ensure that unauthorized vehicles do not ply.
5. Reducing number and length of such stretches by providing cross barricades should be done.
6. PMC should be advised to educate his supervisor for each stretch to ensure Safety who should be well conversant safety instructions and should see that the same are not violated. PMC has to be made accountable for lapses on the safety aspects.
7. Periodical formal counseling of all contractor's staff and PMC officials regarding safety instructions and review violations coming to light and taking appropriate action.
8. Counseling of drivers and operators of machinery regarding safety aspect during routine inspection of PMC officials contractors Engineers.
9. All the drivers/machine operators should have competency certificate issued by PMC after examining their knowledge about safety. Only authorized drivers can ply within 6.6 m of the existing track will have to be proposed as found necessary.
10. Necessary caution orders to Drivers of trains wherever required in terms of Railway Board's instructions/PCE circulars.
11. In case work is required to be carried out within 3.5 M of existing running line, K RIDE should be advised well in time and requested to provide look out men and Railway Supervisors for the site. At such locations close supervision must be ensured.

In terms of contract conditions, preventing entry of outsiders at the worksites is the responsibility of contractor and this has to be ensured.

1.19 Additional Conditions to Safety at Work Spot

To ensure safety at all the work sites all the time, a dedicated Safety officer duly trained as per the provisions of the contract shall be posted by the contractor for each project. Following works will in general be assigned to safety officer.

1. The Safety officer (in charge) shall be from the permanent rolls of the contractor. He will work under the administrative control of the Project Manager of the contractor.
2. The person from any sub-contractor deputed by the main contractor shall not be designated as Safety officer.
3. The Safety officer shall be overall in charge of the safety methods being undertaken at various work sites. He shall not be given any other task related to the project planning and execution.

4. The Safety officer should be well versed with the safety aspects related to worksites in the vicinity of running railway lines and should impart training to the officials assisting him.
5. The Safety officer shall be given suitable means of transport (depending on the requirement) by the contractor to approach all the work sites frequently and ensure that adequate precautions to ensure safety have been taken. Following items shall be specifically done by the Safety officer.
 - a) Ensuring the provision of the safety fencing. Any shortfall shall be made good immediately.
 - b) Availability of suitable lookout men at each working site. The lookout men shall be in possession of hooters, safety helmet and retro-reflective jacket to warn the site engineer/supervisor and operators/drivers of the equipment's/vehicles working near the running track.
 - c) Arranging issuance of competency certificates by Employer/Engineer with the operator/driver of each equipment/vehicle before deputing for work.
 - d) Take assurance from the contractor officials at regular interval of complying with the safety instructions.
 - e) Any safety violation to be advised to all concerned and remedial action taken thereof.
6. The Safety officer will frequently counsel the contractor engineers/supervisors/operators/drivers/lookout men about safety provisions during his day to day inspections and keep a record of the same. The Safety officer will prepare a monthly report of the safety inspections carried out and remedial action taken thereof and send it to the Project Manager of the contractor and the employer/engineer.
7. The contractor should open new sites only after discussing the safety measures to be undertaken with his Safety officer and obtaining the permission from Employer/ Engineer.
8. It shall be the duty of the Project Manager and Safety officer of the contractor that the instructions contained in the agreement related to safety and the same issued by the Railway/Employer/Engineer from time to time are strictly complied with.

Based on the above, it is advised that a thorough review of the safety provisions may be undertaken and it should be ensured that competent safety officers are available at all the work spots.

2. LABOUR :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

3. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

4. PROTECTION OF ENVIRONMENT:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

5. CLAIMS, DISPUTES AND ARBITRATION

5.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary

records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 45 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 45 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Engineer shall proceed in accordance with Sub-Clause: [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause: [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

5.2 Amicable Settlement

In case any dispute between the Engineer and the Contractor for which claim has already been made by the contractor, remains unresolved, the Contractor shall, then, give notice of dissatisfaction and intention to commence arbitration to the Employer duly specifying the subject of the dispute or difference as also the amount of claim item wise. The Parties shall make attempts to settle the dispute amicably before the commencement of arbitration as per procedure by K-RIDE. However, unless both Parties agree otherwise, demand for arbitration may be made by the contractor after ninety days from the day on which a notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.

Procedure for Amicable Settlement in contracts

1. Amicable Settlement Committee at senior management level shall make an attempt to resolve the issues/disputes within 90 days of request by the contractor.
2. The committee shall comprise of the following:-
 - (i) GM /K-RIDE directly in-charge of the project;
 - (ii) Concerned finance officer, and
 - (iii) GM /K-RIDE (in the same order) directly in-charge of the project of other discipline(s) in case the issues involve other discipline(s) of the engineering
3. Whenever the contractor submits a request for amicable settlement, MD/K-RIDE should forward the same to concerned GM /K-RIDE (in the same order) directly in-charge of the project. GM /K-RIDE on receipt of the same shall issue a note to the concerned finance officer and concerned GM/K-RIDE of other discipline in case the issues involved other discipline(s) of engineering, about the request for amicable settlement to be dealt by them and fix a date in consultation with them for a hearing. The date should then be communicated to the MD/K-RIDE, GM/ /K-RIDE of other department (if the issues involved their department) and contractor for presenting their case before the Amicable Settlement Committee.
4. This being an additional workload like arbitration, the Committee members shall be paid fee by K-RIDE at the rates payable to the Arbitrators of K-RIDE.

5.3 Arbitration

Any dispute, in respect of which amicable settlement has not been reached, arising between the Employer and the Domestic or Foreign Contractor related to any matter arising out of or connected with this contract, then the contractor shall be entitled to demand in writing that the dispute or difference be referred to arbitration.

Only such dispute(s) or difference(s) in respect of which the demand had been made for amicable settlement under GCC 4.2 but could not be settled, shall be referred to arbitration subject to the condition that cumulative amount of claims in the contract is not exceeding 20% of the contract price. In case the cumulative amount of claims exceeds 20% of the contract price, arbitration clause will not be applicable.

The Arbitration proceedings shall commence from the day, a written and duly quantified demand for arbitration is received by Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bangalore /K-RIDE).

The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under.

5.3.1 Number of Arbitrators: The arbitral tribunal shall consist of three arbitrators.

5.3.2 Procedure for Appointment of Arbitrators: The arbitrators shall be appointed as per following procedure:

- (a) The Contractor, while invoking demand for arbitration, shall submit to MD/K-RIDE, claims duly quantified along with name and contact details of his nominee arbitrator. Thereafter, the Employer will nominate his nominee arbitrator within a period of 30 days from receipt of such demand from the Contractor and will issue letter of appointment to both the arbitrators appointed by the parties with a copy to the Contractor.
- (b) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon consensus within a period of 30 days from the appointment of the Arbitrators subsequently appointed, then, upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bangalore.
- (c) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the concerned GM/K-RIDE fails to act without undue delay, the MD/K-RIDE shall appoint new arbitrator/arbitrators to act in his/their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (b) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator(s).

5.3.3 Qualification and Experience of Arbitrators (to be appointed as per sub-clause 4.3.2 above): The contract being of specialized nature requiring knowledge and experience of dealing with construction contracts, the arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be;

a working/retired officer (not below E-9 grade and above in a PSU with which K-RIDE has no business relationship) of any discipline of Engineering or Accounts/Finance department, having experience in Contract Management of construction contracts; or

a retired officer (retired not below the HAG level) of any Engineering/Accounts Services of Central Government, having experience in Contract Management of construction contracts; or a retired officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-9 grade in K-RIDE or a PSU with which K-RIDE has a business relationship) of any Engineering discipline or Accounts department, having experience in Contract Management of construction contracts.

5.3.4 No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator. In case any person having the qualification and experience other than that mentioned above is nominated as arbitrator, the arbitration clause shall cease to exist and shall not be applicable.

No new claim, except as otherwise mutually agreed by the Parties, shall be added during proceedings by either party. However, a party may amend or supplement the original claim or

defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

- 5.3.5** Neither party shall be limited in the proceedings before such arbitrators to the evidence nor did arguments previously put before during amicable settlement.
- 5.3.6** The reference to arbitration may proceed, notwithstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by the reason of the arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the Works, nor shall payment to the Contractor be withheld on account of such proceedings
- 5.3.7** If the contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/Engineer that the final bill is ready for signature of the contractor(s), he/they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims.
- 5.3.8** Arbitration proceedings shall be held at Bangalore, India or at a place where GM(CIVIL)/K-RIDE's (dealing the contract) office is located, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
- 5.3.9** The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements.
- All arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based.
- 5.3.10** Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award.
- A party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 5.3.11** Where the Arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 5.3.12** The fees and other charges of the conciliator/arbitrators shall be as per the fee structure fixed by the employer as amended from time to time irrespective of the fact whether the Arbitrator(s) is/are appointed by the parties or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself.
- 5.3.13** Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceeding.

5.3.14 Excepted matters:

The following are the list of excepted matters in arbitration.

- a. Assistance by Employer for the Stores to be obtained by the Contractor.
- b. Illegal Gratification.
- c. Meaning and intent of specifications and Drawings.
- d. Rates for Non-tendered items of works.
- e. Signing of “No claim Certificate”
- f. Measurement of works.
- g. Provisions of Payment of Wages Act.
- h. Provisions of Contract labour (Regulation and Abolition) Act, 1970.
- i. Provisions of Workmen’s Compensation Act.
- j. Provisions of Mines Act.
- k. Right of Employer to determine the contract
- l. Payment on determination of contract by Employer.

6. JURISDICTION OF COURTS

The Contract Agreement shall be subject to exclusive jurisdiction of Courts as indicated in the Contract Data.

7. If K-RIDE wishes to engage third party consultants for quality control assessment, apart from the K-RIDE quality control and field tests, the contractor should co-operate with both Quality control authorities and the third party.
8. Defect liability period will be ONE Year from the date of commercial operations of the Section/Corridor.
9. Royalty Charges shall be recovered as per the prevailing rates by the Department of Mines & Geology, if not paid by the contractor.
10. As per GO No. CD/300/ LET/ 2006: Dated 18-12-2007, 1% cess will be deducted from the contractor bill as per labour welfare act.
11. All the works are to be carried out as per the Standard specification Issued from time to time.

SECTION-6
TECHNICAL SPECIFICATIONS

Indian Railway Standard Specification for Fusion Welding of Rails by Alumino Thermit Process. Item No. IRST-19-2020 and Manual for Fusion welding of Rails by the Alumino Thermic Process raised 2012 are available in K RIDE office. These specifications shall be applicable for all works covered in this contract.

It is presumed that bidders have gone through the above (including latest correction slips before quoting the rates.

SPECIAL CONDITIONS AND SPECIFICATION FOR FUSION WELDING OF RAILS BY ALUMININO THERMIC PROCESS.

1. Scope

The Additional Special Conditions and Specifications are supplementary to the General Condition of Contract, Special Conditions of Contract and Standard Specifications for works. The matters wherein the provisions of these Additional Special conditions and specifications are at variance with those of the general conditions of contract and standard specification for works, the former shall prevail.

- 1.1. The scope of the work shall include but not limited to the following. For complete detail of the code of practice for welding the rail joints by Alumino Thermic process, the contractor shall refer to the specification no. IRST-19-2020 with corrections upto date (hereinafter called as IRS Specification) and as amended from time to time and Manual for Fusion Welding of Rails by the Alumino thermic Process-19-2020 issued by RDSO/Lucknow with corrections upto date (hereinafter called as Manual for Fusion Welding of Rails).
- 1.2. It shall be deemed that the Contractor has fully examined the provisions of I.R.S. Specification and Manual for Fusion Welding of Rails as attached in IREPS (Works Module) website.
- 1.3. This specification is for A.T. Welding of rails to IRS Specification T-12 and UIC Specification 860-0, Alloy Steel Rails, viz., Chrome Manganese and Chrome-Vanadium and Head Hardened rails.
- 1.4. The work provides for Alumino Thermit welding of 60kg (UIC)/60E1,R-260 , Grade Rails/ 52kg, 90 UTS rail joints of 13/130/260m /any length of Class-I / II Rails laid on PSC sleepers track/Cess by Short Pre-Heat (SKV) welding technique with 25mm gap and Combination Joints for 52 Kg 90 UTS Vs 72UTS/ 60 Kg 90 UTS Vs 52 (90 UTS), 60 Kg 90UTS Vs 260R with 50 mm gap using advanced /improved welding techniques as indicated in clause 3 of this specification by such contractor/firm as mentioned in clause 4 of this Specification with all labour, materials, consumables, tools and plants, including supply and using of portions procured from RDSO approved vendors with RDSO's inspection certificate for welding, placing & fixing of mould, preheating, welding, mechanised trimming of the extra metal by double weld trimmer, grinding with profile grinder (including riser) to the prescribed tolerances, testing, marking, painting etc. complete for new track/existing running track of 52Kg/60Kg 90UTS, 260R (New / SH rail) for three rail panel/ LWR including transportation of welding portions, moulds and other accessories and equipment required for welding from firm's depot to K-RIDE depot and further to site of execution.
- 1.5. The work involves welding of rail joints on bank/cutting/bridges/level crossings in mid-section/yards in straight/curved alignment; in situ/on cess for new track/existing running

track - main line, loop line and in points and crossing including for glued joints, SEJ etc., - under traffic/non-traffic conditions - traffic block/ cautious drive for welding on existing main line and without block for loop lines track.

- 1.6. The work includes crossing of railway tracks, in all kinds of climatic conditions/site conditions; carrying out ancillary works such as removal of fish plates, cleaning of rail ends with wire brush and kerosene oil, removal of sleepers, fittings, pulling of rails from specified gap at the joint, re spacing joint sleepers for fixing welding mould in position, aligning, lifting, levelling of rail ends as directed by the Engineer.
- 1.7. On completion of welding of Rail joint, the contractor shall ensure re-spacing, repacking the joint sleeper with one round of rough packing, driving back pandrol clips to the position with liners, rubber pads, fish plates and bolts etc., and giving one through packing of respaced joint sleepers as directed by the Engineer in charge in accordance with terms of Special conditions contract for the work.
- 1.8. The Contractor is required to make available his own tools and plants required for the process including small tools for use at the work spot at his cost such as hammer and chisels, hot and cold sets and provide the service of competent supervisors holding valid competency certificate issued by RDSO, whose salaries, allowances and incidental expenses are to be borne by the contractor.
- 1.9. The rate includes costs of procurement of welding portions, execution of fusion welding and all allied/ancillary works in terms of contract with contractor's skilled labour, tools, leads, lifts, destressing of the panels on main line & local/ partial destressing the panels on newly laid loop lines.
- 1.10. Rail joints welded shall be guaranteed against failures during execution, acceptance & regular Ultrasonic testing and during service upto 2 years from the date of welding and as specified in clause 9 of this Specification for Fusion Welding of Rails.
- 1.11. The welding of rails if be done on the cess of embankment/cutting, the Railway will arrange for hauling/spreading of rails evenly on the bank/cutting and shall lay out the rails kink free and twist free practically within 2 m at ends for the welding and support them on wooden blocks well in advance as per the requirement of welding supervisor of the firm departmentally or contractually through separate contract. In case of any dispute decision of Engineer-in-charge will be final.

2. Inspection of site:

The Tenderer/Contractor is required to inspect the site of works and acquaint himself with the site conditions, availability of approaches for transporting of materials, space and other factors relating to the works etc., before quoting his rates.

3. Technique for welding:

Advanced/improved AT Welding Technology / techniques approved provisionally or for regular adoption by Railway Board/RDSO using Compressed Air Petrol/LPG for preheating, Three Piece Moulds and Automatic Tapping Thimbles with Single Shot Crucible only should be adopted for welding of rails (As per Railway Board's letter no. Track/21/2007/0110/AT Welding dated 1.10.2015). For details of approved welding techniques and vendors, 'Master list of approved vendors' issued biannually by Quality Assurance (Civil) Directorate of RDSO may be referred.

- 3.1. Three-piece mould shall be manufactured as per the “Specification of 3-Piece Pre-Fabricated Mould Manufactured by A.T. Portion Manufacturers for use during A.T. Welding of Rails” as given at Annexure -3 of IRS Specification.

4. Means of carrying out work:

Alumino Thermic Welding of Rails may be carried out through the RDSO approved portion manufacturing firms with their own portion, consumables, equipment and welders/ supervisors. These welders / supervisors are certified by RDSO. The list of certified welders/ supervisors is circulated by M&C Directorate. Of RDSO annually. In addition, such welders/ supervisors carry a certificate issued by RDSO.

- 4.1. Labour contracting firms with RDSO certified welders/ supervisors with portions and consumables of Thermit Portion Plant (TPP), NR, Lucknow. The list of such firms is circulated by M&C Directorate of RDSO annually.

5. Execution of work

5.1. Welding portions

The 'portion' used for welding shall conform to the technical requirements as mentioned in Manual for Fusion Welding of Rails. The suitability of the 'portion' for the welding process in respect of the type and section of rails to be welded shall be ensured before commencing welding. Only RDSO certified/passed portions should be used for welding.

- 5.1.1 The account of sealed approved portions and statement of issue of approved portion shall be maintained by the Railway representative of the welding duly countersigned by the authorised representative of the contractor. The account shall correlate the welding panel laid on track and batch/ serial number of the approved portion and the date of welding.
- 5.1.2. The despatch of portions to the site by the contractor will be regulated so as to be commensurate with the progress in the execution of the work as advised by the Engineer.
- 5.1.3. The number of portions/welding joints in various categories is approximate and is likely to vary. The tenderer should not have any objection to supply portion/ welding joints according to the requirements of the railway.
- 5.1.4. Contractor will be allowed to collect his used packing materials such as ploythene bags, packing cases, cartons, equipment, consumables and clipped/trimmed weld metal free of cost.
- 5.1.5 Strategy of Deployment of welding staff and equipment
The work should be so organised at maximum number of sites by engaging sufficient number of welding supervisors and forming teams so as to complete the work within the stipulated time.
- 5.1.6 The welding work should be carried out by self-contained units at each location so that all the items of lifting, packing, levelling, aligning, moulding, welding, chipping will be carried out by the same party. For this purpose, the Contractor will, provide the following labour for each self-contained welding unit (Compressor tank-wise).

5.1.7 COMPOSITION OF THERMIT WELDING TEAM (COMPRESSOR TANK- WISE)

Designation	Numbers
Welder Grade I/Grade II	1
Welder Grade III/Skilled Artisan	2
Helper Khalasi/Khalasi	5
Gangman/unskilled	As per work load for pulling back rails and re-fixing sleeper

The composition of welding team has been framed taking into account that trimming and grinding operation would be done by **weld trimmer** and rail profile grinder.

- 5.1.8 The work has to be done at more than one site at a time and accordingly contractor shall increase the above staff as per programme and as directed by Engineer-in-charge.
- 5.1.9 The Contractor/firm is responsible for deployment of competent welders/ competent well qualified supervisors at site duly approved by RDSO. All the welding sites are to be manned by RDSO approved welders & supervisors all the time. He shall employ sufficient skilled/unskilled labour to carry out all the works connected with welding. In terms of clause 17.1 of IRS Specification, Alumino - thermic welding of rails shall be executed at site only under the direct supervision of welding supervisor and by certified welder, both having valid competency certificate issued by RDSO/TPP, Lucknow/Thermit Welding Centre (TWC), Vijayawada (See Part 'C' of IRS Specification).
- 5.1.10 Contractor will keep sufficient welding equipment at work site to achieve desired progress as per the requirement of site.
- 5.1.11 The following tools only based on the requirements will be issued free by the KRIDE at the stores depot subject to availability. a) Crow bars/Claw bars, b) Beaters c) Shovels, (d) Wire Punja/Ballast powder, (e) Rail Tongs. The contractor will not make any claim if any for non-supply of tools.
- 5.1.12 Welding portions, all consumables whether imported or indigenous, pre- fabricated moulds, sand of requisite quantity and quality other accessories and equipment etc. required for welding work including the required quantity of petrol are to be arranged by the Contractor at his own cost duly transportation from firm's depot to the site of welding and back to their works when the work is completed.
- 5.1.13 The contractor shall ensure that each welding gang is provided with one-meter-long steel or aluminium straight edge, one ten-centimetre-long steel straight edge, and one set of feeler gauges measuring in units 0.1mm to 2.0mm.
- 5.1.14 KRIDE shall post caution watchman and flagman for loading of materials/tools and plants and shifting of sites, stores etc. However, Contractor has to make his own arrangement for posting a watchman at site round the clock to watch the tools and plants and other stores under his custody for carrying out the welding work.
- 5.1.15 No arrangements will be made by the KRIDE to transport contractors materials, tools and plant required for the work by material lorry or by road between the nearest Railway Station and the site of the work. The contractor has to make his own arrangement to transport all the materials and tools by his own transportation, men, fuel etc.
- 5.1.16 Suitable Temporary accommodation for storage of the contractor's plant tools and consumable stores will have to be arranged by contractor himself as close to the site of work

as possible. The KRIDE will not be responsible for the loss of the Contractor's plant, tools and consumable stores due to theft, fire etc.,

- 5.1.17 No work shall be carried out between sunset and sunrise. The welding work should not be done during heavy rains. Work during light rain should be done in accordance with the local instructions, duly taking all precautions.
- 5.1.18 The contractor shall work in close co-operation with other contractors/departmental staff working in that section/ adjacent sections. The Hours of Employment Regulations and labour rules with which the contractor must make himself acquainted shall be strictly observed by him.
- 5.1.19 Responsibility of any kind of damage to the plant equipment and material during transportation loading/unloading lies with contractor.

5.2 During Welding

- 5.1.1 The Contractor shall satisfy himself, from time to time, as required about the metallurgical properties of the rails to be welded and apply the correct technique to produce satisfactory welded joints in such rails. Or this purpose, the contractor has to arrange at his own cost, for a chemical analysis of rail pieces or rail borings which will be supplied at any place in the Railway as convenient and available for this purpose, free of cost, if so desired on request.
- 5.1.2 The contractor shall be responsible to ensure cleaning the rail ends of all grease and dirt prior to welding of the joints; ensure the rails are correctly aligned vertically, longitudinally and transversely and held in position with proper gap between the rail ends, as specified and proper quality of welding is done. Flame cutting / gas cutting of 90 UTS (1st quality) rail ends is not permitted for creation of gaps between two long Rail panels for welding. Only use of saw or by abrasive disc cutters are permitted if required.
- 5.1.3 The rail ends shall be cleaned up to a length as prescribed and the gap between the rail ends shall be perfectly aligned in both horizontal and vertical planes. To compensate for lowering of joints due to thermal contraction, the two ends to be welded shall be raised by an appropriate amount as specified.
- 5.1.4 Welding includes carrying out all ancillary items required as aligning of rails, fixing of moulds, boxes, looting, heating the joints, igniting the fusion of portion, chipping of excess metal by the contract's hydraulic weld trimmer. Contractor's will supply artisan staff and necessary plants and equipment for welding, chipping and finishing.
- 5.1.5 Finishing including finishing of weld by contractor's grinding machine to the prescribed tolerances as per AT welding manual 2012. In terms of clause 17.2 of IRS Specification all Alumino – thermic welding work shall be executed with the use of weld trimmer and profile grinder. Additionally, rail tensors shall be used wherever work is done on welded rails. In case of welding of old rails dispensations for not using weld trimmers and profile grinder shall be obtained in exceptional case from General Manager/Civil/KRIDE.
- 5.1.6 For chipping the weld joints, weld trimmers and rail profile grinders with rail profile guided grinding trolley of approved design shall be used as per Manual of Fusion welding and to the specification and Manual for Fusion Welding of Rails. Manual chipping and filing shall not normally be permitted except under exceptional circumstances.
- 5.1.7 The welding shall be done keeping all requisite tolerances in view in consultation with the Engineer. The welds shall be tested for acceptance ultrasonically and dimensionally in terms of Clause 18 of IRS Specification.

- 5.1.8 The average daily rate of progress will be in accordance with the over-all and phased targets as per this contract. The contractor shall accelerate this rate of progress. If the contractor fails to show convincing progress after one month of the commencement of the contract and maintain the same thereafter, the KRIDE reserves the right to terminate the contract on this account.
- 5.1.9 Sample Test Joint: In terms of Clause 18.4 of IRS Specification, one out of every 100 joints welded per batch shall be selected at random by the purchaser or by the inspecting officer within one month of welding and subjected to hardness and transverse breaking load tests as per clause 4.2 of IRS Specification and the joint shall comply with the provisions laid down therein.
- 5.1.9.1 In terms of clause 18.4.1 of IRS specification, in the event of the failure of sample test joint in any of the requirements of this specification, the KRIDE will be at liberty to suspend further welding. However, two more randomly selected joints from the same lot of 100 joints shall be subjected to re-tests as per clause 4.2 of IRS Specification. Both the joints should clear all the tests. If the report is also not satisfactory, further welding of joints shall be suspended until the firm has examined the welding technique and satisfies the requirements of Clause 4 of IRS Specification by welding one test joint. The clearance for re-commencement of welding shall be given by RDSO.
- 5.1.9.2 To enable the Railway/KRIDE to carry out test as specified in clause 18.4.1 of the I.R.S. Specification, sample welds shall be prepared by the contractor outside the track at the rate of one per 100 joints or part thereof for which no payment will be made, but rails, for doing such sample welds shall be supplied by the KRIDE free of cost.
- 5.1.9.3 The testing of sample welded joints as per clause 18.4 of the I.R.S. Specification will be done at the Railway's Laboratory at Arakkonam or at any other testing centre to be chosen by the KRIDE to which access will be given to the contractor if so desired. The cost of testing shall be borne by the KRIDE. The contractor shall make arrangements for transporting the test piece to the laboratory at his own cost.
- 5.1.10 Acceptance tests: Clauses 17, 18 & 19 under Part –D of IRS- Specification pertaining to acceptance tests. Each weld shall have full penetration and complete fusion and shall be free of cracks.
- 5.1.10.1 In terms of clause 18.1 of IRS Specification, all the welded joints shall be cleaned and examined visually carefully to detect any visible defect like cracks, blow holes, shrinkage, mismatch, surface finish (smooth surface finish required) etc. Any joint which shows visible defect shall be declared defective. The bottom of the joint shall be checked by feeling with fingers as well as inspected with the help of a mirror for presence of `fins` at the parting line of the mould. If fin is observed in any joint, the joint shall be declared defective.”
- 5.1.10.2 In terms of clause 18.2 of IRS Specification, all the finished welded joints shall be checked to ensure that the joint geometry is within the tolerances specified therein. Dispensation for joint geometry, in case of old rails may be permitted by Chief Engineer of Railway/KRIDE. The details of geometry of each joint shall be jointly signed by the firm's and Railway's/KRIDE representative and kept as a record. Any joint found not conforming to the above stipulations shall be cut and re-welded, free of cost, by the firm.
- 5.1.10.3 USFD testing: In terms of Clause 18.3 of IRS Specification, USFD testing shall be completed as early as possible after welding but before the welding team leaves welding site. All the joints which are found to be defective (DFWO or DFWR) shall be cut and re-welded by the firm at its own cost. Where one bad joint is required to be replaced by two new joints, the entire cost of both the joints shall be borne by the firm. Such re-welded

joints shall also be tested ultrasonically and if found defective, shall again be cut and re-welded free of cost. However, cumulative number of AT welds defective in ultrasonic testing and in other criteria shall be limited to as per clause 19.1 as given below.

- 5.1.10.4 In terms of Clause 19.1 of IRS Specification, Rail joints welded by a firm shall be guaranteed against failure which includes failures in execution, acceptance, acceptance & regular ultrasonic testing and during service up to 2 years from the date of welding the joints in track or from the date such welded joints made 'in cess' and inserted in the track are open to traffic. Any such welded joints which fail in the criteria given above within the guarantee period shall be re-welded free of cost by firm as per stipulations of Guarantee clause 9 of this specification. However, cumulative number of failed AT welds including re-welded joints in criteria given above up to 2 years, shall not exceed 2% of the total quantity of joints in a particular contract. A penalty of three times the rate of supply and execution of joints shall be payable by the firm for each joint failing in above criteria.
- 5.1.10.5 The KRIDE/Railway will ensure that the joints welded are tested by USFD as soon as the welding work is completed. In case the USFD testing of welded joints is delayed, the welding party shall not be detained and shall be allowed to proceed to new work site. The Railway shall not withhold payment of bills on account of delay in testing of joints by USFD by the Railways.
- 5.1.10.6 However, in case of any difference of opinion, regarding quality of weld, the opinion / decision of KRIDE representative shall be final and binding on both parties.
- 5.1.11 On completion of welding, the contractor shall ensure that each joint shall have a distinctive mark indicating month, year of welding, agency and welder/supervisor identification code number. The marking should be embossed on the non-gauge face side of AT weld by punching after finishing of the weld in letters/digits of 6mm height located as indicated in Clause 20 of IRS specification.

5.2 Precautions

- 5.2.1 Welding of Rail joints shall be carried out wherever permissible by the provisions of Manual of Instructions on Long Welded Rails (on permitted locations) and as directed by Engineer In-Charge.
- 5.2.2 In LWR/CWR territory, hydraulic/ mechanical rail tensor should be used for maintaining correct rail gap during welding.
- 5.2.3 Gap between rail ends shall be rechecked after completion of alignment. Datum marks shall be made on foot of both rails as well as on joint sleepers to observe any longitudinal movement of rails. If excessive longitudinal movement occurs during pre-heating and produces a welding gap outside the prescribed limits, the welding of joint shall be temporarily abandoned and joint allowed to cool.
- 5.2.4 While working close to or alongside existing Railway tracks the contractor shall be responsible for ensuring that no obstruction to the safe running of trains, or interference with the signalling or electric wire etc., are caused at any time. He shall also make adequate arrangements to keep a sharp lookout for trains approaching from either direction. The work shall be carried out without interruption to moving traffic and infringement to the Railway standard schedule of dimensions. Adequate precautions to be taken for plying vehicles adjacent to running lines as per Special Conditions of Contract.
- 5.2.5 The vehicle shall ply 6 M clear of track, any movement /work at less than 6 M and up to 3.5 M (minimum) clear of track center, shall be done only in the presence of KRIDE or its PMC

(Project Management consultant) employee authorized by the Engineer-in-charge. No part of the road vehicle will be allowed less than 3.5 M from track Center.

- 5.2.6 The contractor will specifically note that in case any accident takes place due to the carelessness of the tenderers then the KRIDE administration may terminate the present contract, and KRIDE reserves the right to recover the cost of damages due to such accident from the rescinded contract.
- 5.2.7 The KRIDE officials through its PMC (Project Management consultant) will make necessary arrangements for the safe working of dip lorries or material trolleys etc., and this will not relieve the contractor of the liability for indemnifying the KRIDE against all costs, damages and charges or expenses, in case the KRIDE has become liable to costs, damages, charges or expenses due to the negligence of the contractor. The decision of the KRIDE Administration as to whether or not there has been negligence on the part of the contractor shall be final and binding on the contractor.
- 5.3 PATENT: The contractor shall not directly or indirectly use any invention for the time being the subject of letters patent so as to infringe such patents or so as to involve the Railway in any infringement thereof and keep the Railway indemnified against all costs, damages, charges or expenses, arising out of or in connection with any such infringements.

6 Price variation for contracts of value Rs 5 Crore and above.

- 6.1 The rates quoted for the work shall be firm and inclusive of GST and any other tax or duty legally leviable as well as of license fees and royalty charges if any. The rates shall not be subject to any variation for any reason whatsoever, during the currency of the contract, except to the extent escalation is provided for in the clause 6.2 & 6.3 below:
- 6.2 The Price Variation Clause outlined in 46.A.1, Part-II of IRSGCC-2014 duly supplemented by Special Conditions of Contract vide Clause 21 hold good and the same is further additionally supplemented as follows. As this work falls under the "Other Works Contracts" type of Engineering Work, the formula (D) specified in Clause 46.A.1, Part-II of IRSGCC-2014 shall apply duly considering the percentage (by weight) constituent of aluminium present in Thermit Welding Portion (i.e., the Material Component for which the controlled rate (including GST) of commercial grade aluminium in-got per tonne applicable at the time of tendering shall be considered. Any variation in the rates of aluminium due to government action shall be to Railway's account. The variations are applicable only for those joints/ welded with the portions, despatched from the contractor's works, after the date of official notification of such variation in the price of aluminium. The variation in rate of Aluminium is notified by Government / manufacturers. In proof of such variation in the price of aluminium, the contractor will produce "notification by Government /Manufacturers (M/s Bharat Aluminium Co. Ltd or M/s NALCO / MMTC's certificate, to the satisfaction of the Railway. The Railway shall make an additional payment of paise twenty eight only per portion/joint for every increase of Rs 100/- per tonne in the rate of Commercial grade of Aluminium over and above the base price. If the price of Aluminium reduces, then the cost per joint/portion shall be reduced by paise Twenty per joint/portion for every decrease of Rs 100/-
- 6.3 For the purpose of determining the variation in price, the KRIDE will recommend to the concerned authorities for the allotment of commercial Grade/ Electrical grade Aluminium to the contractor at the rate of 3.00 kg for each joint ordered (for SKV welding) including wastage. This will be made on receipt of request from the contractor. Delay in the execution of the contract due to non – supply of any raw materials will not be accepted as a valid reason for non-fulfilment or delay in the completion of the contract. The above escalation payment shall be made through on- account. The responsibility for obtaining in time, the raw

materials including those covered by the Railway's recommendations, will rest only with the contractor. Non-supply of any raw materials will not be accepted as a valid reason for the delay in execution of the work, progress and completion as per the terms of the contract.

- 6.4 The price variation will be applicable for balance joints for which portions will be dispatched after announcements regarding increase / decrease in the price of the said aluminium subject to production of documentary evidence. The date of inspection of RDSO will be the date on which the revised prices will be compared for price variation.
- 6.5 The testing charges for estimation of Aluminium content by Spectrographic method in Thermit steel at the rate as may be fixed by the RDSO from time to time should be borne by the contractor wherever such estimation of Aluminium is to be done by RDSO.
- 6.6 Any increase or decrease of tax/duty or any other levy, during the currency of contract on Thermit portions and on any other consumable material above/below the percentage prevailing on the date of tender will be to Railway's account subject to the production of authentic documentary proof of increase/decrease in excise duty, to the satisfaction of the Railway.

7 Painting of Welds:

- 7.1 Painting of weld collar should be done on all welds to protect them against corrosion immediately after the welding. The procedure of painting and specification of paint is outlined in Annexure 6 and 7 of Manual for Fusion Welding of Rails.
- 7.2 Painting with two coats ready mixed paint, brushing bituminous black, lead free, acid, alkali and chlorine resistant to IS:9862-1981 or bituminous emulsion to IRS: P-30-1996 on welded area and 10 cm on either side/ one coat of high build epoxy paint/ (two pack conforming to RDSO specification no. M&C/PCN-111/88) on the welded area up to 10 cm on either side and/or as directed by the Engineer-in-charge.
- 7.3 In terms of Clause 5.6.1 of Manual for Fusion Welding of Rails and Clause 20 of IRS Specification, for traceability of welds, each joint shall have a distinctive mark indicating month, year of welding, agency and welder/supervisor identification code number (as appearing on his competency certificate) at non-gauge face side of A.T. weld on head as shown in Fig. 1 of this clause.

8 RECORD OF WELDING WORKS

- 8.1 A comprehensive register - 'Thermit Weld Register' as per proforma given in Annexure 5 of Manual for Fusion Welding of Rails shall be maintained by the KRIDE wherein the records of acceptance test including USFD tests as prescribed in the specifications shall be kept. The record shall be jointly signed by the contractor and the Railway/ KRIDE representative and submitted to the Chief Track Engineer every month in the progress report. The same shall also be submitted along with the bill.
- 8.2 The welded joints shall be serially numbered in a Kilometre. Repair welds/additional welds done at a later date may be given continuing weld number in that kilometre. For example, the last Thermit Weld number in a particular kilometre was 88 and subsequently a Thermit Weld has been executed, it shall be numbered 89, irrespective of its location in that kilometre.
- 8.3 All events are required to be chronologically logged in register shift-wise and date wise. Any other register considered necessary by the Engineer-in-charge, shall be maintained at site in which the representative of the engineer and the contractor will have to sign. The register Proforma, charts, etc., will be property of the Railway/KRIDE.

8.4 The contractor shall have to sign promptly on day to day entries made in a Site Inspection Register /Site Order Register, maintained by the Engineer or his representatives in various units of construction projects in whose jurisdiction the said work is being carried out. The contractor is required to take note of the instructions given to him therein by the Engineer-in-charge or his representatives or his superior officers and comply with them within reasonable time. The compliance shall be reported by the contractor/s to the engineer in time so that it can be checked. The contractor will also arrange to receive the letters etc. issued to him at the site of works.

9 GUARANTEE:

9.1 The contractor shall be responsible for the welded joints serving satisfactorily during the guaranteed period as specified in the IRS specification and Manual for Fusion Welding of Rails.

9.2 Rail joints welded by a firm shall be guaranteed against failure which includes failures in execution, acceptance, acceptance & regular ultrasonic testing and during service up to 2 years from the date of welding the joints in track or from the date such welded joints made 'in cess' and inserted in the track are open to traffic or 30 months from the completion of last welded joint whichever is earlier. Any such welded joints which fail in the criteria given above within the guarantee period shall be re-welded free of cost by firm as per stipulations of clause 18.3 of IRS Specifications. The Security Deposit shall be released on completion of Guarantee/extended Guarantee period as mentioned above.

9.3 Railway shall promptly notify the contractor in writing of any claims arising under this GUARANTEE. Upon receipt of such notice the Contractor shall, with all reasonable speed, repair or replace the defective welds including additional joints to be welded in the process of placing cut rail at the location to the failed joint by the contractor at his cost. No claim whatsoever shall lie on the Railway for the replaced weld thereafter. If the contractor having been notified fails to rectify the defect within period of fifteen days, the railway may proceed to recover from his dues double the cost of weld paid to the contractor plus Rs. 5000/- for each defective weld towards the cost of the price of rails becoming scrap and other incidental cost without prejudice to any other rights which the railway may have against the contractor under the contract.

9.4 In terms of clause 19.2 of IRS Specifications, in case of failure of sample test joints (refer Clause 18.4 of IRS Specification), the period of guarantee for 100 joints represented by the sample joint shall be extended for a further period of one year. In case of failure of joints or joints exhibiting signs of failure by cracking within extended period of guarantee, the joints shall be re-welded free of cost by the supplier as per stipulations of clause 18.3 of IRS Specification.

9.5 In terms of clause 19.3 of IRS Specification, the welded joints with the extended period of guarantee shall be punch marked 'X' on the right of markings for month/year in addition to the markings prescribed in Clause 20 of IRS Specifications. Such marked joints shall be kept under careful observation by the purchaser.

10 Rate & Payment

10.1 The rates quoted for the work shall be firm and inclusive of GST and any other tax or duty legally leviable as well as of license fees and royalty charges if any. The rate includes costs of procurement of welding portions, execution of fusion welding and all allied/ancillary works in terms of contract with contractor's skilled labour, tools, equipment, consumables complete with all leads, lifts, taxes, duties etc. as per the provisions of Central Goods and Services Tax Act 2017(CGST)/ Integrated Goods and Services Tax Act 2017(IGST)/ Union Territory Goods and Services Tax Act 2017(UGST)/respective state's State Goods and Services Tax

Act 2017(SGST)also, as notified by Central/State Govt. & as amended from time to time and applicable taxes. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

- 10.2 The rates for welding shall be firm irrespective of welding being conducted during day times, Sundays, holidays, etc.
- 10.3 The Tenderer/Contractor shall quote rate and amount for each item of the Schedule. The number of joints to be welded are only approximate and intended only for the guidance and information of the Tenderer/Contractor
- 10.4 No sum shall be considered as earned by or due to the contractor in respect of any work until its final and satisfactory completion has been established as far as can be judged at the time of making the final measurement, but on account payments may be made to him, from time to time as per Railway's Code Rules depending upon the progress from time to time at such intervals between them as in the opinion of the Engineer shall be proper, having regard to the progress of the work and payment made to the contractor in accordance with such measurements.
- 10.5 The payment will be dependent on good and acceptable joints only as specified in clause 5.2.9 & 5.2.10 above.
- 10.6 Payment shall normally be made once in a month's time or less depending on the progress of the work. The contractor shall be paid for the quantities actually executed by him and measured in the concerned units of AGM/K-RIDE under whose jurisdiction work has been executed at the rates provided for in the contract/agreement as per its terms and conditions.
- 10.7 Payment shall be made by the Paying Authority (GM or AGM/K-RIDE) after ensuring that requisite Quality Control Checks and prescribed test checks are done on finished welds as prescribed in the Manual for Fusion Welding of Rails- /Special Conditions of Contract and acceptance of the welds/work done by the contractor by the Engineer-in-charge or his authorized representatives on production of relevant inspection certificates issued subsequent to such acceptance by Resident Engineer of KRIDE PMC or Asst. Manager/Dy. Manager of KRIDE for satisfactory execution of work conforming to the specifications .
- 11.0 The agency shall deploy upto 03 welding teams depending upon requirement and further more as required by the KRIDE depending upon stage and progress of work irrespective of the overall completion period of the work. The decision of the engineer-in-charge shall be final.
- 12.0 In the absence of such a deployment (i.e., 3 welding parties each day whenever required by KRIDE) a penalty of Rs.5,000/- per day shall be levied.

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Name Of work : "Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg (UIC) / 260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO".

SUMMARY OF BILL QUANTITIES	
Particulars	Department Value
Schedule : "J1"	2783214.90
Schedule : "J2"	12360482.00
Schedule : "J3"	1670922.25
TOTAL	1,68,14,619.15

Name Of work : "Yesvantpur - Channasandra and Baiyyappanahalli - Hosur Doubling Projects - Welding of 52kg/60 kg/260R Rails by Alumino Thermit SKV process including Supply of Welding Portions as approved by RDSO".

Schedule "J1" (Chapter 9 of South Western Railway USSOR for Formation works, Bridge works and P.Way Works 2021)

ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
091031	25mm gap 'in-situ' welding and finishing of rail joints as per IRST 19 - 2020 AT Welding Manual with latest correction slips , RDSO approved welding portion and competent welder, labour, tools, equipment's complete during traffic block. [Item includes use of weld trimming machine and grinding of weld finished to meet the weld tolerances and also anti corrosive painting to weld & marking of weld joint, as directed by Engineer-in-charge.] For 60kg/60E1 R-260 grade Rail , single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces mould (Zircon washed) and compressed Air Petrol heating technique.	EACH	250	8670.72	2167680
091041	25mm gap Cess welding and finishing of Rail Joints as per IR's AT Welding Manual with RDSO approved welding portion and competent welder, labour, tools, equipment's complete. Item also includes use of weld trimming machine and grinding of weld finished to meet the weld tolerances and also anti corrosive painting & marking of welded joint as directed by Engineer - in - charge. For 60kg/60E1 R-260 grade Rail , single shot crucible fitted with Automatic Tapping Thimble Technology , 3 pieces mould (Zircon washed) and compressed Air Petrol heating technique.	EACH	30	6533.86	196015.8
091072	75mm gap 'in-situ' welding and finishing of Rail Joints as per IRST 19 - 2020 AT Welding Manual with latest correction slips, RDSO approved welding portion and competent welder , labour , tools , equipments complete during traffic block. [Itemn includes use of weld trimming machine and grinding of finished weld to meet the weld tolerances and also anti corrosive painting to weld and marking of welded joint, as directed by Engineer - in - charge]. For 60kg/60E1 R-260 grade Rail	EACH	30	13983.97	419519.1
	Total for Schedule J1				2783214.90

Schedule "J2" (Chapter 9 of South Western Railway USSOR for Formation works, Bridge works and P.Way Works 2021)					
091032	25mm gap 'in-situ' welding and finishing of rail joints as per IRST 19 - 2020 AT Welding Manual with latest correction slips , RDSO approved welding portion and competent welder, labour, tools, equipment's complete during traffic block. [Item includes use of weld trimming machine and grinding of weld finished to meet the weld tolerances and also anti corrosive painting to weld & marking of weld joint, as directed by Engineer-in-charge.] For 52kg - 90 UTS Rail , single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) and Compressed Air Petrol heating technique.	EACH	200	7993.97	1598794
091042	25mm gap Cess welding and finishing of Rail Joints as per IR's AT Welding Manual with RDSO approved welding portion and competent welder, labour, tools, equipment's complete. Item also includes use of weld trimming machine and grinding of weld finished to meet the weld tolerances and also anti corrosive painting & marking of welded joint as directed by Engineer - in – charge. For 52kg - 90 UTS Rail , single shot crucible fitted with Automatic Tapping Thimble Technology, 3 pieces Mould (Zircon washed) and Compressed Air Petrol heating technique.	EACH	1500	5869.83	8804745
091081	Welding and finishing of Rail Joints connecting Rail sections of 60kg on one end and 52kg on other end as per IR's AT Welding Manual by 50mm wide gap with contractors RDSO approved welding portion and competent welder , labour , tools ,equipment's and all materials. [Note : Item also includes grinding of weld finished to meet the weld tolerances and also anti corrosive painting & marking of welded joint, as directed by Engineer - in- charge]. ' On Cess condition'	EACH	100	8824.93	882493
091082	Welding and finishing of Rail Joints connecting Rail sections of 60kg on one end and 52kg on other end as per IR's AT Welding Manual by 50mm wide gap with contractors RDSO approved welding portion and competent welder , labour , tools ,equipment's and all materials. [Note : Item also includes grinding of weld finished to meet the weld tolerances and also anti corrosive painting & marking of welded joint, as directed by Engineer - in- charge]. 'in-situ' condition under traffic block	EACH	100	10744.5	1074450
Total for Schedule J2					12360482.00

Schedule "J3" (Chapters 16,17 & 6 of South Western Railway USSOR for Formation works, Bridge works and P.Way Works 2021)					
ITEM NO	DESCRIPTION OF ITEM	UNIT	QTY	RATE	AMOUNT
161120	Sleeper spacing respacing/squaring of sleeper by Hydraulic sleeper spacer with contractors' tools & plants, equipment consumable with all lead and lift etc., complete as directed by Engineer in Charge. Hydraulic sleeper spacer shall be as per RDSO specification No TM/SM/17 Dtd 31.03.1992	EACH	4200	83.36	350112
161010	Quick cutting with abrasive rail cutter of all types of rail sections including wear resistant, head hardened rails upto 110 UTS with contractors' tools and plants recouplements consumables with all lead and lift etc., complete as directed by the Engineer in charge. Abrasive rail cutter will be as per RDSO specification No PM/SM/1 (Rev.01 of 2007) with latest status of RDSO, Rail cutting abrasive disc will be as per RDSO specification No PM/SM/2(Rev 01 of 2007)				
161012	a) 60 Kg UTS/60Kg (UIC) - 'On Cess Condition'	EACH	200	460.19	92038
161014	b) 52 Kg 72 UTS & other Rails - 'On Cess Condition'	EACH	1000	424.79	424790
161016	c)60 Kg UTS/60Kg (UIC) - 'in-situ'	EACH	50	509.66	25483
161018	d) 52 Kg 72 UTS & other Rails - 'in-situ'	EACH	500	470.05	235025
061010	Pulling and positioning of rails accurately on cess including supporting rails, providing required gap and squaring at ends to renewal preparation as directed by the engineer in Charge.				
061011	a) Upto 40 Mtr long rail panel	RM	15000	10.22	153300
061012	b) More than 40 Mtr long rail panel	RM	20000	15.35	307000

061023	Removing rail of all types and length from track laid on any type and density of sleepers by removing fish plates fastening and fish bolts and other materials along with keeping released rails and all materials safely on cess as directed by the Engineer in Charge (Cutting and drilling of rails shall be paid separately and work to be done under traffic block under Railway supervision): BG Track / scattered renewal work	RM	200	51.09	10218
061033	Insertion of rails of all types and length in track laid on any type and density of sleeper to the specified gauge, rates include fastening of rail with sleepers with standard set of fastening and fixing of fish plates and bolts or if required providing gap for welding (drilling and cutting of rails to be paid separately) : BG Track for casual / scattered renewal work	RM	200	64.87	12974
171040	Loading and unloading and hauling of 52 KG/60 Kg rails upto 13 Mtrs length by railways rail dolly / dip lorry to the nominated location under traffic in case road carriage is not possible with lead upto 500 Mtr and all lift upto 5 Mtr during block period.	MT	50	398.97	19948.5
171041	Extra to Item No.171040 for lead beyond 500mtr and upto 1km	MT	25	143.96	3599
171042	Extra to Item No.171040 & 171041 for lead for lead beyond 1km for every subsequent km or part thereof and upto 10km	MT	25	57.37	1434.25
171043	Extra to Item No.171040 with contractors Rail Dolly / Dip lorry	MT	50	139.06	6953
171050	Loading, unloading and hauling of 52kg /60kg rail more than 13meter and upto 39 meter length by Railways Rail Dolly / Dip Lorry to the nominated location under traffic in case road carriage is not possible with lead upto 500 meter and lift upto 5 meter.	MT	50	466.24	23312
171051	Extra Item No. 171050 for lead beyond 500meter and upto 1km	MT	25	189.42	4735.5
Total for Schedule "J3"					1670922.25
Grand Total					16814619.15

SECTION-8

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT ETC.,

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NOTE: *This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.*

All italicized text is for guidance how to prepare the various forms and shall be deleted from the final documents.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

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

Whereas(Name and Address of the contractor) (herein after called the Contractor) has undertaken, in pursuance of contract no.....
Dated:.....(Name of the contract and brief description of the work) (herein after called the Contract)

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

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

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

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

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

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

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

From:

Name and Address of the Bank.....

.....

To:

The Managing Director,
Rail Infrastructure Development Company (Karnataka) Limited,
"Samparka Soudha" , 1st Floor,
B.E.P Premises (Opp. Orion Mall),
Dr. Rajkumar Road,
Rajajinagar 1st Block,
Bangalore - 560 010

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

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

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

- 1 KNOW ALL MEN by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of **[Insert Value of Performance Security required]** as above stated.
- 2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal not withstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.

- 3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
- 4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
5. The Bank Guarantee shall be unconditional and irrevocable.
- 6 The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Contractor.
- 7 The Bank agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
- 8 This guarantee is valid and effective from the date of its issue, which is ***[insert date of issue]***. The guarantee and our obligations under it will expire on ***[Insert the date twenty-eight days after the expected end of defect liability period]***. All demands for payment under the guarantee must be received by us on or before that date.
- 9 The Bank agrees that the Employers right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Employer or the guarantee is released by Employer before the Expiry date.
- 10 The Bank agrees that its obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
- 11 The expressions Bank and Employer herein before used shall include their respective successors and assigns.
- 12 The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.
- 13 The Guarantee shall be in addition to and without prejudice to any other security Guarantee (s) of the contractor in favour of the Employer available with the Employer. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Employer.
14. This guarantee shall be valid for 28days from the date of expiry of defect liability period.

Date

Place.....

.....

[Signature of Authorized person of
Bank/Guarantor]

.....
[Name in Block letters]

.....
[Designation]

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

.....
Bank's Name and Seal

[P/Attorney] No.....

Witness:

1. *Signature*
Name & Address & Seal

2. *Signature*
Name & address & Seal

Note :

1. *All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*

2. *In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.*

3. *In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s **[Insert Name of the JV Partner]** in the JV is **[Fill share % in the JV]** percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.*

FORM OF BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY

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

From:

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

To:

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

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

AND

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

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

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

such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank..

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

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

.....
[Name in Block letters]

.....
[Designation]

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

.....
Bank's Seal

[P/Attorney] No.....

Witness:

3. Signature
Name & Address & Seal

4. Signature
Name & address & Seal

Note :

- 1 All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.
- 2 In case the guarantee is issued by a foreign Bank, which does not have operations in India, the said bank shall have to provide a counter-guarantee by State Bank of India.
- 3 In case the Contractor is a JV, the Performance Security is required to be furnished on behalf of the JV in favour of the Employer by the JV Partners in proportion of their respective percentage share specified in the JV Agreement. The percentage share of M/s **[Insert Name of the JV Partner]** in the JV is **[Fill share % in the JV]** percent. All the Bank Guarantee of JV Partners are liable to be encashed cumulatively.

ADVANCE PAYMENT SECURITY

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

From

[Name and Address of the Bank]

To

The Managing Director,
Rail Infrastructure Development Company (Karnataka) Limited,
"Samparka Soudha", 1st Floor,
B.E.P Premises (Opp. Orion Mall),
Dr. Rajkumar Road,
Rajajinagar 1st Block,
Bangalore - 560 010

Beneficiary/Employer: Rail Infrastructure Development Company (Karnataka) Limited.

Guarantee No.: *[.....reference number of the guarantee.....]* **Dated:** *[.....]*

WHEREAS, Rail Infrastructure Development Company (Karnataka) Limited (**hereinafter called the Employer**) has entered into Contract No. *[.....reference number of the Contract.....]* dated *[.....]* for the execution of *[name of the contract]* (**hereinafter called the Contract**) with *[.....name of the Contractor.....]* (**hereinafter called the Contractor**).

WHEREAS, according to the Conditions of the Contract, an advance payment is admissible to the contractor against submission of bank guarantee(s).

At the request of the Contractor, we *[.....name of the Bank.....]* with our branch at *[.....address.....]*, having our Head Office at *[.....address.....]* (**hereinafter called the Bank**) have, at the request of *[.....Insert name of the JV partner.....]*, a JV partner on behalf of the Contractor, agreed to give the said guarantee as hereinafter contained:

1. KNOW ALL MEN by these present that I/We the undersigned *[.....Insert name(s) of authorized representative(s) of the Bank.....]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantees

- to pay the Employer the sum of Rs.[...value in figure....](Rupees [...value in words....] only)(**hereinafter called the Full Amount**).
2. The Bank undertakes to immediately pay to the Employer, without any demur, reservation or recourse, any amount up to and including aforementioned full amount upon first written demand/demands from the Employer.
 3. On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
 4. The Bank shall pay the amount so demanded without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.
 5. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank, the Contractor or the Employer.
 6. The Bank agrees that no change, addition, modification to the terms of the Contract Agreement or to any document, which have been or may be made between the Employer and the Contractor, will in any way release us from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification to the Bank.
 7. This guarantee is valid and effective from the date of it's issue, which is [...date of issue....]. The guarantee and our obligations under it will expire on dated[...Please refer note 4 & 5....]. All demands for payment under the guarantee must be received by us on or before that date.
 8. The Bank agrees that the Employer's right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will continue until either the aforementioned full amount is paid to the Employer or the guarantee validity period expires.
 9. The Bank agrees that it's obligation to pay any amount demanded by the Employer before the expiry of this guarantee will continue until the amount demanded has been paid in full.
 10. The expressions Bank and Employer herein before used shall include their respective successors and assigns.

11. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the employer. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

Dated[.....]

Place[.....]

.....
(Signature of the Authorized Person of the Bank)

.....
(Name in Block Letters)

.....
(Designation)

.....
(Bank's Seal)

.....
(Authorization No.)

Witness:

1.
Signature, Name & Address

2.
Signature, Name & Address

Note:

1. *All italicized text in brackets [...text...] is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.*
2. *In case the guarantee is issued by a foreign Bank, the said bank shall have operations in India and should be issued by Indian operations branch of the said bank.*
3. **Mobilization Advance**

(a) For Single Entity

For each Installment of Advance, two Bank Guarantees of equal amounts (each equal to half of the first installment of advance plus 10%) shall be furnished. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.

OR

(b) For JV/Consortium

For each Installment of Advance, individual JV/Consortium partner shall furnish Bank Guarantee equal to his share in the installment of Advance plus 10%. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.

4. Advance against Plant and Machinery

(a) For Single Entity

For each Installment of Advance, a Bank Guarantee equal to the installment of advance plus 10% shall be furnished. The Bank Guarantee shall be valid for the stipulated completion period of the contract.

OR

(b) For JV/Consortium

For each Installment of Advance, individual JV/Consortium partner shall furnish a Bank Guarantee equal to his share in the installment of advance plus 10%. Each Bank Guarantee shall be valid for the stipulated completion period of the contract.

**INDEMNITY BOND FOR THE SAFE CUSTODY OF THE
MATERIALS SUPPLIED BY THE CONTRACTOR**

(To be executed on Non-Judicial Stamp Paper of Appropriate Value and notarized)

THIS INDEMNITY BOND made on this _____ day of _____ 20__ by _____ (*insert the name of the Contractor and its registered address*) (hereinafter called "the Contractor") which expression shall where the context do admits or implies be deemed to include its executors, administrators and assigns, in favour of the Rail Infrastructure Development Company (Karnataka) Limited, Samparka Soudha" ,1st Floor, B.E.P Premises (Opp. Orion Mall),Dr. Rajkumar Road, Rajajinagar 1st Block, Bangalore - 560 010 (hereinafter called "K RIDE") on the other part.

WHEREAS by an Agreement/Letter of Acceptance No. _____ dated _____ (hereinafter called "the said agreement"), the Contractor has agreed to execute the _____ (*Name of Work*) (hereinafter called "the Works") .

AND WHEREAS the Contractor has submitted to K RIDE/ the Engineer for payment on materials procured by him and brought to the site of the Works or his workshop for use in the Works.

AND WHEREAS K RIDE/ the Engineer has agreed to make advance/stage payment to the Contractor the total sum of Rs. _____ (*in Figures*) [Rupees _____ (*in Words*)] in Interim Payment Certificate (IPC) No. _____, the quantities and other particulars of which are detailed in this IPC for the said works signed by the Contractor on _____ for the Materials brought by the Contractor to site of the works. Brief details are also mentioned in schedule 1 appended hereto.

NOW THIS INDEMNITY BOND WITNESS that in pursuance of the said agreement and in consideration of the sum of Rs. _____ (*in Figures*) _____ (*in Words*) on or before the execution of these presents to be paid to the Contractor by K RIDE so aforesaid, the Contractor doth hereby covenant and agree with K RIDE and declare as follows: -

1. That the said sum of Rs. _____ (*In Figures*) _____ (*in Words*) to be paid by K RIDE to the Contractor as aforesaid shall be utilized by the Contractor in or towards the execution of the said works and for no other purpose whatsoever.
2. That the Materials detailed in the said IPC which have been offered to and accepted by K RIDE/ the Engineer, are absolutely the Contractor's own property and free from encumbrances of any kind and the Contractor will not make any application for or receive any further payment on the Materials which are not absolutely his own property and free from encumbrances of any kind, the Contractor indemnifies the K RIDE against all claims on any Materials in respect of which payment is to be made to him as aforesaid.
3. That the Contractor undertakes that the Materials shall be used exclusively for the performance / execution of the Contract strictly in accordance with the terms and conditions of the Contract and no part of the Materials shall be utilized for any other work or purpose whatsoever.

4. That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Materials against all risks whatsoever including acts of the God till the Materials are duly incorporated in the works, commissioned and are taken over by K RIDE/Railway (including surplus Materials, if required as instructed by K RIDE/ the Engineer) in accordance with the terms of the Contract. The Contractor undertakes to keep K RIDE harmless against any loss or damage that may be caused to the Materials.
5. That the said Materials shall not on any account be removed from the site of the works except with the written permission of K RIDE/ the Engineer. Further, K RIDE/ the Engineer shall always be free at all times to take possession of the materials in whatever form the materials may be in, if in its opinion, the Materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the Contract, by any acts or omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of K RIDE to return the Materials without any demur or reservation.
6. That the said materials shall, at all times, be open to inspection by K RIDE/ the Engineer or any authorized representative. In the event of the said material or any part thereof at any time being found to be in lesser quantity than for which payment has been released or the same has been stolen, destroyed or damaged or becoming deteriorated, the Contractor will forthwith replace the same or repair and make good the same as required by K RIDE/ the Engineer.
7. That making payment does not mean that Materials are of required specifications and quality or that whole of the quantity brought to site by Contractor will be used in the work. The Contractor is fully responsible for the materials to conform to required quality and specification and if at any time K RIDE/ the Engineer do not find the material satisfactory, the Contractor at his own cost would replace these. K RIDE/ the Engineer would be at liberty to recover cost of these from any dues of the Contractor. Also any Materials which are in excess of what is finally required under the contract would be the Contractor's property without any liability on K RIDE/ the Engineer who would recover the cost of this from the Contractor.
8. That this INDEMNITY BOND is irrevocable. If at any time, any loss or damage occurs to the Materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor hereby agrees that the decision of K RIDE/ the Engineer as to assessment of loss or damage to the Materials shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Materials at its own cost and/or shall pay the amount of loss to K RIDE without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to K RIDE/ the Engineer against the Contractor under the Contract or under this Indemnity Bond
9. That if the Contractor shall at any time make any default in the performance or observance in any respect of any of the terms and provisions of the said agreement or of those presents, the total amount of the payment shall immediately on the happening of such default be recovered by K RIDE/ the Engineer from any dues of Contractor. It is also clearly understood by the Contractor that non-

observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

10. IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative, the day, month and year first above mentioned.

11. SCHEDULE 1

Particulars of the Materials	Quantity	Value of the Materials

Signed, Sealed and Delivered by the said Contractor

(Contractor's Name)

Dated:

(AUTHORISED SIGNATORY)

Place:

SEAL OF COMPANY

IN THE PRESENCE OF:

WITNESS: SIGNATURE _____

NAME: _____

ADDRESS : _____

Note:

The contractor has the option to submit the INDEMNITY BOND to cover all the items and quantities of Materials of stage payment or to submit INDEMNITY BOND each time the stage payment is to be taken or Materials advance is to be taken.

Office of the.....

No.

Date:.....

--00--00--00--