



REQUEST FOR PROPOSALS

IFB No: KRIDE/2024-25/SE0005

Date: 14.06.2024

Name of Work

**“Providing Vehicles with Skilled and Professional Drivers for the officials of
K - RIDE”**

**General Manager/Procurement,
RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED
K-RIDE**

Country: India

Issued on: 14th June, 2024

**RAIL INFRASTRUCTURE DEVELOPMENT COMPANY
(KARNATAKA) LIMITED
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road,
Opposite Orion Mall, Rajajinagar 1st Block,
Bengaluru-560010
Tel: 080-24482800,
E-mail: gmprocurement@kride.in**

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K RIDE

REQUEST FOR PROPOSAL (RFP)

**“Providing Vehicles with Skilled and Professional Drivers for the officials of
K RIDE”**

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RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED,

#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall,
Rajajinagar, 1st Block, Bengaluru-560010 **E-mail: gmprocurement@kride.in**

No. **KRIDE/2024-25/SE0005**

Date: 14.06-2024

TENDER NOTIFICATION
(E-procurement)

“Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”

1. The General Manager/Procurement, Rail Infrastructure Development Company (Karnataka) Limited invites technical and financial proposals from reputed Consulting Firms for General Consultancy Services for Assistance in Bengaluru Suburban Railway Project (BSRP) .

RFP No.	Details of the Contract	Period of Consultancy Services
KRIDE/2024-25/SE0005	Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE	2 Years

2. E- proc. Indent No. **KRIDE/2024-25/SE0004**, **Date:** as per date specified in e procurement portal.
3. Interested applicants may access bidding documents (RFP) from the Karnataka Public Procurement Portal of Govt. of Karnataka <https://kppp.karnataka.gov.in> from as per date specified in e procurement portal onwards.
4. Applicants meeting the minimum qualification criteria specified in the Letter of Invitation of RFP shall participate.
5. Pre-proposal meeting will be held as per date specified in e procurement portal. Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before as per date specified in e procurement portal. The postal address and email ID shall be as follows:

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED
#8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall
Rajajinagar 1st Block, Bengaluru-560010

Tel: 91-6364890802, 6364890828

E-mail: gmprocurement@kride.in

6. Last date for submission of Technical & Financial proposals is **30-05-2024 at 15.00 Hours**
7. Opening of Technical Bid is on as per date specified in e procurement portal **and** Financial Bid open will be intimated to the Qualified Tenderers through Karnataka Public Procurement Portal.
8. The Technical proposal, EMD and financial proposal shall be submitted in e-format as per the instructions in the RFP document.

Sd/-

GENERAL MANAGER Procurement
KRIDE, BENGALURU.

KRIDE

e-TENDER**“Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”**

1.	Tender Reference No & Date	KRIDE/2024-25/SE0005 Dated 14.06.2024
2.	Approximate Value of Tender	₹. 3,44,67,840/-
3.	Tender System	Two Cover
4.	The Method of Selection	Fulfilment of Technical Criteria and Least Cost Selection - Time Based
5.	Tender Processing Fee:	Amount mentioned in e-Procurement portal.
6.	Earnest Money Deposit (EMD) Amount	<p>The Bids shall be accompanied by bid security (EMD) of Rs.5,17,018/- (Rupees Five lakhs Seventeen Thousand and Eighteen only).</p> <p>The entire amount is also accepted through online</p> <p>OR</p> <p>Rs. 1,00,000 (Rupees One lakh only) shall be paid through e-Payment mode and balance of Rs. 4,17,018/- (Rupees Four lakh Seventeen Thousand and Eighteen only) shall be paid in the form of BG of any Nationalized Bank/Scheduled Bank (as per RBI guidelines payable to MD/K-RIDE, Bengaluru.</p> <p>Any other form of payment will not be accepted.</p> <p>The bidder not accompanying the EMD clause leads summarily rejection of offer.</p>
7.	Last date & time for Seeking Clarifications	As per date specified in e procurement portal.
8.	Date and venue of Pre bid meeting	As per date specified in e procurement portal.
9.	Last Date and Time for Submission of tender	As per date specified in e procurement portal. (Only electronic tender permitted.)
10.	Date and Time of Opening of Technical Bid	As per date specified in e procurement portal.
11.	Date and Time of Opening of Financial Bid	Will be intimated to the Qualified Tenderers through Karnataka Public Procurement Portal.
12.	Address to Communication	<p>General Manager / Procurement</p> <p>K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited)</p> <p>#8, 1st Floor, Samparka Soudha,</p> <p>Dr. Rajkumar Road, Opposite Orion Mall</p> <p>Rajajinagar 1st Block, Bengaluru</p> <p>Tel.: 080-24482800,</p> <p>Mob. No. – 91- 6364890810</p> <p>E Mail – gmprocurement@kride.in</p>

SECTION 1. LETTER OF INVITATION

Bengaluru

Dated:

To,

All Interested Vehicle agencies.

Dear Sir,

1. RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (KRIDE), 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 e-tenders from eligible Bidders, for **“Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”**.
2. Bidder will be selected under Least Cost Selection (LCS) procedures described in this RFP.
3. The tenderers may submit tenders through e procurement portal for the above given services. Tenderers are advised to note the qualification criteria specified in section qualify for award of the contract.
4. Tender documents may be downloaded from <https://kppp.karnataka.gov.in> and well as in www.kride.in . The bidders will be required to register themselves with the center for e governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <https://kppp.karnataka.gov.in>.
5. The Earnest Money Deposit shall be paid through e-payment and form in the of Bank Guarantee.
 - a. Credit Card
 - b. Direct debit
 - c. National Electronic Fund Transfer
 - d. Remittance over the ICIC Bank counters using OTC challan anywhere in India.

The Bidder will be evaluated only on confirmation of receipt of the payment (EMD) in the GOK's central pooling a/c held at ICIC Bank and BG.

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

6. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Bidders & Data sheet
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract

Yours sincerely,

Sd/-

KRIDE

SECTION 2. INFORMATION TO BIDDER

1. INTRODUCTION

- 1.1 The K-RIDE named in the “Data Sheet” intends to select a Bidders in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Bidders are invited to submit the Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract and ultimately for a signed contract with the selected Bidder.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the bidders under each phase must be to the K-RIDE satisfaction before work begins on the next phase.
- 1.4 The Bidder must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Bidders are encouraged to visit to the K-RIDE before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Bidder representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidder should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The K-RIDE will provide the inputs specified in the Data Sheet. assist the Bidder in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the K-RIDE, are not reimbursable as a direct cost of the Assignment; and (ii) the K-RIDE is not bound to accept any of the Proposals submitted.
- 1.7 The Consultant is required to provide professional, objective, and impartial advice and at all times hold the K-RIDE interest’s paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their prior or current obligations to other K-RIDEs, or that may place them in a position of not being able to carry out the assignment in the best interest of the K-RIDE.
 - 1.7.1 Without limitation on the generality of this rule, Bidder shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the K-RIDE to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm’s earlier consulting services) for the same project.

- (b) Bidder or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Bidder.
- 1.7.2 As pointed out in para. 1.7.1 (a) above, Bidder may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the K-RIDE whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.
- 1.8 It is K-RIDE's policy to require that Bidder observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the K-RIDE:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the Procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of K-RIDE and includes collusive practices among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and deprive K-RIDE of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
- (d) will have the right to require that, GOK to inspect Bidder accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.
- 1.9 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (c).
- 1.10 Bidder shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Bidder may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the K-RIDE address indicated in the Data Sheet. The K-RIDE will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidder who intend to submit proposals.
- 2.2 At any time before the submission of Proposals, the K-RIDE may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP

documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Bidder and will be binding on them. The K-RIDE may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

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

Technical Proposal

- 3.2 In preparing the Technical Proposal, Bidder are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Bidder must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Bidder may associate with the other Bidder invited for this Assignment only with approval of the K-RIDE as indicated in the Data Sheet. Bidder must obtain the approval of the K-RIDE to enter into a Joint Venture with Bidder not invited for this assignment.
 - (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it
 - (iv) Proposed key professional staff must have minimum experience indicated in the Data Sheet.
 - (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (vi) Reports to be issued by the Bidder as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the K-RIDE official language.
- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the Bidder organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the K-RIDE (Section 3C).
 - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.
 - (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
 - (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
 - (viii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity
- 3.7 Bidder shall express the price of their services in Indian Rupees.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The K-RIDE will make its best effort to complete negotiations within this period. If the K-RIDE wishes to extend the validity period of the proposals, the Bidder who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION AND OPENING OF PROPOSALS

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

- 4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

5. PROPOSAL EVALUATION

General

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

Evaluation of Technical Proposals

- 5.3 The evaluation committee appointed by the K-RIDE as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking;

- 5.4 After the evaluation of quality is completed, the K-RIDE shall notify those Bidder whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The K-RIDE shall simultaneously notify the Bidder that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

- 5.5 The Financial Proposals shall be opened publicly in the presence of the Bidder' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The K-RIDE shall prepare minutes of the public opening.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the K-RIDE will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The K-RIDE will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

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

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the K-RIDE will promptly notify other Bidder on the shortlist that they were unsuccessful and return the Financial Proposals of those Bidder who did not pass the technical evaluation (para 5.3).

- 7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. **CONFIDENTIALITY**

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

K RIDE

DATA SHEET
Information to Service provider

ITC Reference.	General
1.1	<p>The name of the K-RIDE is: General Manager/Procurement, Rail Infrastructure Development Company (Karnataka) Limited</p> <p>Address: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru - 560010</p> <p>Tel: 080-24482800 91-6364890840</p> <p>E-mail: gmcprocurement@kride.com</p>
1.1.1	The method of selection is: Least Cost Selection (LCS)
1.2	<p>The Bidder are required to submit Technical and Financial proposal separately through e-portal.</p> <p>Name of the assignment is: “Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”.</p>
1.3	The Assignment is phased: No
1.4	<p>A pre-proposal conference will be held. The Date, Time and venue are as below:</p> <p>Date & Time : As notified in Karnataka Public Procurement Portal.</p> <p>Venue: Office address indicated in Para 1.1 above</p>
1.5	The K-RIDE will provide the inputs as specified
1.7.2	The K-RIDE envisages the need for continuity for downstream work: No
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	<p>Clarifications may be requested at least 5 days prior to the date of pre-proposal conference.</p> <p>The address for requesting clarifications is indicated in Para 1.1 above</p>
3.1	<p>Proposals should be submitted in the following language(s): <u>English</u></p> <p>All correspondences shall be in English language.</p>
3.3	<p>Qualifying Requirements of Bidders:</p> <p>Technical Eligibility Criteria:</p> <ol style="list-style-type: none"> i. The tenderer should be a proprietorship/partnership/registered firm/company. Furnish all relevant valid documents. ii. The tenderer should have been registered under the Shops & Establishments Act in Karnataka. Furnish all relevant valid documents. iii. The tenderer shall have 05 years of experience in providing vehicles to Govt., Organizations/Public Sector/Private Sector Undertakings in Karnataka. (Bidders shall have to upload the performance certificates).

	<p>iv. The tenderer shall have provided at least 50% of the tendered quantity of vehicles (irrespective of type of vehicle) in preceding 3 years till the previous month of bid submission date for Govt., Organisations/PSUs in Karnataka. In proof of this, the tenderer should submit the work award copies and performance certificates for the said services issued by competent authority (Bidders shall have to upload the work award copies and performance certificates).</p> <p>v. The tenderer should not have been blacklisted by the Govt. Organisations/PSUs in the last five years. The tenderer should furnish self-declaration certificate in this regard.</p> <p>vi. The tenderer shall furnish self-declaration that he will be able to supply all the tendered requirement of vehicles of models registered in the year 2020 or later and in good working condition within 10 days from the date of issue of detailed work award.</p> <p>vii. The tenderer should possess GST, PAN registration and should upload documentary evidence for the above along with their tender.</p> <p>viii. The tenderer should possess EPF & ESI registration and submit self-declaration for complying with all labour laws like ESI Act, minimum wages act, PF Act. Furnish relevant valid documents.</p> <p>ix. The tenderer should submit self-declaration for compliance of all RTO rules & policies/ rules of State Government.</p> <p>x. The bidder shall give an undertaking that the bidder shall not pay less than the minimum wages stipulated under minimum Wages Act and Labour Laws in respect of drivers.</p> <p>xi. The tenderers having ISO Certificate are preferred. Furnish relevant valid documents (Not mandatory).</p> <p>xii. The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years with K-RIDE. A history of awards involving litigations against the bidder or any part or JV may result in rejection of bid.</p> <p>Bidders should furnish the self –declaration stating the above and upload the same along with the other documents in the relevant field in the e-procurement portal, failing which the offer is liable to be rejected.</p> <p>xiii. In case the information furnished by the Bidder/Bidders is found to be false at any stage of tendering/execution, then K-RIDE, at its discretion may take action against such Bidder/Bidders. If false information is found at the Tendering stage, K-RIDE may, disqualify the offer of such Bidder and/ or Black list the Firm. If false information is found at execution stage, then K-RIDE may cancel the order, forfeit the Bank Guarantee furnished against the performance of the contract, Black list the Firm and recover excess money paid by K-RIDE (if any).</p> <p>xiv. If part or full price bid or prices are exposed in the Techno-Commercial Sheets or Techno-Commercial Bid of the Bidder then, the offer of the Bidder will be rejected. Prices shall be quoted in e-procurement portal only.</p> <p>xv. The Bidder shall upload the power of attorney in the prescribed format on Rs.100/- Judicial stamp paper,</p> <p>xvi. The Bank Guarantee towards EMD to be submitted to this office before opening Technical Bid.</p>
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Financial Eligibility Criteria:

- i. The tenderer should have achieved a minimum annual turnover of not less ₹. 3.44 Cr. The bidder shall upload audited annual financial statements such as Profit & Loss statement, Balance sheet for the years 2019-2020, 2020-2021, 2021-22, 2022-23, and 2023-24 duly certified by a Chartered Accountant.
- ii. The tenderer must have received contractual payments in the previous three financial years and the current financial year up to the date of inviting of tender, at least 150% of the Annual value of the tender (2.6 Crores). The tenderers shall submit Certificates to this effect which may be an attested Certificate from the concerned department /K-RIDE or Audited Balance Sheet duly certified by the Chartered Accountant / Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note: K-RIDE certificate from other than Govt Organization should be duly supported by Form 16 A / 26 AS generated through TRACES of Income Tax Department of India

The offer of the bidder shall be rejected in the following cases:

- i. If the Power of Attorney is furnished on the Judicial stamp paper for a value not less than ₹.100/-. The Power of Attorney is submitted without the signature of the Power of Attorney holder and signature of the person who has authorized the Power of Attorney holder.
- ii. Non – submission of immediate information to the Employer in case Bidder ceases to fulfill eligibility in terms.
- iii. Letter of Technical Bid.
- iv. Bid not accompanied with bid Security (EMD).
- v. In case tender documents including techno, commercial sheets are signed by the different person other than the attorney holder or the person who has authorized the attorney holder.
- vi. Any bidder, OEM, vendor from a country which shares a land with India will be eligible to bid/become vendor in this tender only if the bidder, OEM, vendor is registered with the Competent Authority. Such bidder, OEM, vendor shall meet the eligibility clauses specified in Annexure-I of the tender documents under the heading “Eligibility clauses in respect of restrictions on procurement from a bidder, OEM, vendor of a country which shares a land border with India.” A certificate for having read the clauses specified in Annexure-1 is required to be submitted and uploaded along with the offer by the bidder, OEM, vendor in the following format: “I have read the clause regarding restrictions on procurement from a bidder, OEM, vendor of a country which shares a land border with India; I certify that this bidder, OEM, vendor is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder, OEM, vendor fulfills all requirements in this regard and is eligible to be considered”. (Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded).

The “Eligibility clauses in respect of restrictions on procurement from a bidder, OEM, vendor of a country which shares a land border with India” is uploaded in Annexures

	Documentary evidence wherever required shall be uploaded. No hard copies will be accepted, except Bank Guarantee towards EMD and Power of Attorney as stated above.
3.4 (viii)	<p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p> <p>Submission of Standard Forms:</p> <ul style="list-style-type: none"> (i) 3I. Bidder's Information Sheet (Immediate Information Sheet) (ii) 3J. Format of BID Security (BANK GUARANTEE) (iii) 3K. Financial Data (Works Done During the Latest Five Financial Years) Name of The Tenderer (iv) 3L. Financial Data (v) 3M. Format For Affidavit to be Submitted by Bidder Along with The Bid (vi) 3N. Format For Certificate to Be Submitted by Bidder Along with the Bid (Annexure – I)
3.6	In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4)
3.6 (a)	The price shall include cost of all the costs/ risks what-so-ever and all the taxes, wages of drivers, PF, ESI etc., levies, duties etc., of Government of Karnataka & Government of India, prevailing as on the date of NIT/ enquiry and all other incidentals. Please furnish break up details of quoted prices. Please note that the vehicle has to be deployed for all the days in a month including all Sundays and general holidays
3.7	Currency - All payments will be made in Indian Rupees.
3.8 & 3.10	Proposals must remain valid a period of 90 days after the deadline date for submission of proposals as notified in Karnataka Public Procurement Portal. And until finalization of tender.
4.1	<p>The para 4.1 to be read as:</p> <p>Deadline date and time for submission of completed proposals is as notified in Karnataka Public Procurement Portal.</p> <p>The Proposal must be sent electronically through Karnataka public procurement portal - https://kppp.karnataka.gov.in</p> <p><u>The Karnataka Public Procurement Portal will not allow proposals to be uploaded after the Due date and Time for submission of proposal</u></p>
4.2	<p>The para 4.2 to be read as:</p> <p>The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive</p>
4.3	<p>The para 4.3 to be read as:</p> <p>The Bidder must submit the following documents to the K-RIDE at the address mentioned in 1.1 above on or before the due date & time of opening of Technical Proposals:</p> <ul style="list-style-type: none"> a. The Original Power of attorney b. Bank Guarantee (EMD)

4.4	<p>The para 4.4 to be read as:</p> <p>Proposal Opening:</p> <p>i) The technical Proposals will be opened in the Karnataka Public Procurement Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the Bidder who wish to attend. The Bidder shall submit the copy of the necessary relevant original documents at the time of opening of technical proposal.</p> <p>ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.</p>
Additional Para 6.6	<p>Financial Negotiations: If required.</p>
Additional Para 7.1.1	<p>Award Criteria: The Contract to the successful tenderer whose tender has been determined to be substantially responsive as per eligibility criteria and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily</p>
7.2	<p>Expected date for commencement of the services as per the directions of in-charge</p> <p>Signing of Contract</p> <ol style="list-style-type: none"> 1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

Form No.	Description	Page No.
3A.	Technical Proposal Submission Form. (LTB)	20
3B	Bidder References.	22
3C	Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the K-RIDE.	
3D.	Description of the Methodology and Work Plan for Performing the Assignment.	
3E.	Team Composition and Task Assignments.	
3F.	Format of Curriculum Vitae of Proposed Key Professional Staff.	
3G	Time Schedule for Professional Personnel.	
3H.	Activity (work) Schedule	
3I	Bidder's Information Sheet (Immediate Information Sheet)	23
3J	Format of BID Security (BANK GUARANTEE)	24
3K	Financial Data (Works Done During the Latest Five Financial Years) Name of The Tenderer	25
3L	Financial Data	26
3M	Format For Affidavit to be Submitted by Bidder Along with The Bid	27
3N	Format For Certificate to Be Submitted by Bidder Along with the Bid (Annexure – I)	29

**3A. TECHNICAL PROPOSAL SUBMISSION FORM
(Letter Technical Bid)**

[Location, Date]

FROM: (Name of Bidder)

TO: (Name and Address of K-RIDE)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for -----

-----Technical Proposal.

We, the undersigned, offer to provide the consulting services for the **“Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”** in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal Submitting through Karnataka Public Procurement Portal.

We hereby declare that:

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

I We, along with any of our sub-Bidder, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by Rail infrastructure Development company (Karnataka) Limited (KRIDE) or Government of Karnataka (GoK) or a PSU of GoK, or MoR or a PSU of MoR Further, we are not ineligible under the K-RIDE country laws or official regulations

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

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

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

We understand that the K-RIDE is not bound to accept any Proposal that the K-RIDE receives.

Yours sincerely,

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

Name of Consultant (company's name):

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

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

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

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

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

3B. Bidder REFERENCES

DELETED

3C. COMMENTS AND SUGGESTIONS OF BIDDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE K-RIDE

DELETED

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

DELETED

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

(Please refer Form FIN-2 (Break down of remuneration))

DELETED

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

DELETED

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

(Deployment schedule will be decided post award of tender, Hence not to be filled now)

DELETED

3H. ACTIVITY (WORK) SCHEDULE

(Deployment schedule will be decided post award of tender. Hence not to be filled now)

DELETED

3I. Bidder's Information Sheet (Immediate Information Sheet)

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)	

K RIDE

SEAL AND SIGNATURE

3J FORMAT OF BID SECURITY (BANK GUARANTEE)

(To be stamped in accordance with stamp Act)

The non Judicial stamp paper should be in the name of issuing Bank

WHEREAS _____ having its registered office at _____ (hereinafter called the —Bidder) has submitted his bid dated _____ for the work “Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE.” (hereinafter called "the Services") KNOW ALL PEOPLE by these presents that we, _____ having its registered office at _____ (hereinafter called the Bank) are bound unto the Managing Director, Rail Infrastructure Development Company Karnataka Ltd (K-RIDE), Bengaluru.(hereinafter called "the Employer") in the sum of ₹. _____ (Rupees _____) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents; SEALED with the Common Seal of the said Bank this day _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

This Guarantee will remain in force up to and including the date 90 days after the deadline for submission of bids as such deadline is stated in the instructions to Bidders of as it may be extended by the Employer, Section 3: Qualification Information (Bidding Forms) K-RIDE (“Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE.”) notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature of the Authorised Signatory,
Official Seal)

3K FINANCIAL DATA
(WORKS DONE DURING THE LATEST FIVE FINANCIAL YEARS) NAME OF THE
TENDERER)
(All amounts in Rupees in Crores)

S. No.	DESCRIPTION	Financial Data for Last 5 Audited Financial Years				
		Year 2019-2020	Year 2020-2021	Year 2021-2022	Year 2022-2023	Year 2023-2024
1	2	3	4	5	6	7
1	Total value of Bidder works done as per audited financial statements					

NOTE:

- (i) Separate Performa shall be used for each member in case of JV.
- (ii) Attach attested copies of the Audited Financial Statements of the last five financial years as annexure.
- (iii) All such documents reflect the financial data of the tenderer or member in case of JV.
- (iv) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 5 years i.e., **2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024.**
- (v) The financial data in above prescribed format shall be certified by Statutory Auditor / Company Auditor in original under his signature, stamp & membership number. In case of Foreign applicants the Audited financial receipts for consultancy shall be suitably apostilled before submitting the same.

3L FINANCIAL DATA FOR LAST 5 YEARS

Applicant's legal nameDate

Group Member's legal name.....

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

S. N.	Description	Financial Data for Latest Last 5 Years				
		(Indian Rupees)				
		Year 2019- 2020	Year 2020- 2021	Year 2021- 2022	Year 2022- 2023	Year 2023- 2024
1.	Total Assets					
2.	Current Assets					
3.	Total External Liabilities					
4.	Current Liabilities					
5.	Annual Profits Before Taxes					
6.	Annual Profits After Taxes					
7.	Net Worth [= 1 – 3]					
8.	Liquidity [= 2 – 4]					
9.	Annual turnover (from consultancy)					
10.	Gross Annual turnover					

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

- (i) Historic financial statements shall be audited by Statutory Auditor of the Company under their seal & stamp and shall be strictly based on Audited Annual Financial results of the relevant period(s). No statements for partial periods will be accepted.
- (ii) Historic financial statements must be complete, including all notes to the financial statements.
- (iii) Foreign applicants, in whose country calendar year is also the financial year, may submit all relevant data for the last 3 years i.e., 2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024.
- (iv) This Form shall be duly certified by Statutory Auditor / Company Auditor in original under his signature, stamp and membership number.

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

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

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

I (Name and designation)** appointed as the attorney/authorized signatory of the bidder (including _____ its _____ constituents), _____ M/s. _____ (Hereinafter called the bidder) for the purpose of the Bid for the work of _____ as per the bid No. _____ of 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 businessdealings 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 partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. During theperiod of last 3 years before the deadline for submission of bids.
- *3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by 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) 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 andthe work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- *5. . That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by 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 as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.

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

OR

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

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

8. We declare and certify that we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
9. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents, submitted by us.
10. We understand that in case we cease to fulfil the requirements of qualifying and eligibility criteria at any time after opening of bids and till finalization of bids, it will be our bounden duty to inform the Employer of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be forfeited. In case such failure comes to the notice of Employer at any time after award of the contract, it will lead to termination of the contract and forfeiture of Bid or Performance Security. We shall also be liable for Banning of Business dealings upto a period of five years.
11. We understand that if the contents of the affidavit are found to be false at any stage during bid evaluation, it will lead to rejection of our bid and forfeiture of the bid security. Further, we **[insert name of the bidder]**** _____ and all our constituents understand that we shall be liable for banning of business dealings upto a period of five years.
12. We also understand that if the contents of the affidavit are found to be false at any time after the award of the contract it will lead to termination of the contract, forfeiture of Bid or Performance Security and Banning of Business dealings of the Bidder and all its constituents for a period of upto five years.

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

Verified on _____ day of _____ at _____ that the contents of the above-mentioned affidavit are true and correct and nothing material has been concealed there from.

(SEAL AND SIGNATURE OF THE BIDDER)

*Modify the contents wherever necessary, in terms of Data sheet.

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

Attestation before Magistrate/Public Notary

Annexure – I

3N. FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER

ALONGWITH THE BID

(On the letter head of the Firm)

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

Dated this _____ day of _____,

For- _____

Authorized Signatory Signature _____ Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

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

- 4A. Financial Proposal Submission Form.
- 4B. Summary of Costs.

K RIDE

**4A. FINANCIAL PROPOSAL SUBMISSION FORM
(Letter Financial Bid)**

(Location, Date]

[Location, Date] FROM: (Name of Consultant)

TO: (Name and Address of K-RIDE)

Ladies/Gentlemen:

Subject: Hiring of Bidder' Services for -----

----- Financial Proposal.

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

PRICE SCHEDULE FORMAT
[only for information not to be uploaded]

Any Financial Bid found in the below table will leads rejection offer. The rate needs to be quoted in e -procurement portal only.

SL NO	Category of Vehicle or Equivalent	No of Vehicles Proposed	Rate per vehicle per Month (incl GST)	RATE PER KM (IN WORDS)
01	(A) Innova Crysta/XUV 700 for 2500 kms and 300 hrs.	04	Rate per vehicle per km	
02	(B) Etios/Ciaz/ERTIGA for 2500 kms and 300 hrs	05	Prices to be uploaded in https://kppp.karnataka.gov.in	Prices to be uploaded in https://kppp.karnataka.gov.in
03	(C) Dezire/Ritz/TIGOR for 2500 kms and 300 hrs.	09		
04	(D) BOLERO for 3000 kms and 300 hrs.	03		

- For the evaluation of tender, Rate per vehicle per km quoted in <https://kppp.karnataka.gov.in> will be considered. For both the vehicles same rate (common to both) will be considered.
- **For additional hours beyond mentioned above will be paid at the fixed rate of Rs. 100/- per hour per vehicle.**
- **For extra kilometres beyond mentioned above will be paid uniformly at the fixed rate of Rs. 13/- per kilometre per vehicle.**
- The rate quoted in the portal should be included the following
 - Bidders should quote their rate towards providing vehicle with drivers monthly charges (wages) Road Toll, parking fee, halting charges, cost of HSD, Oil & Lubricants, repairs, replacement of spare parts, tyres, tubes, batteries, driver's wages/ allowances/PF & ESI, 2 sets of uniforms per year per driver, etc and as per terms and conditions.

Section – 5 Scope of Work

SCOPE OF WORK AND SPECIAL TERMS & CONDITIONS:

- 9.01 The successful tenderer has to provide on hire basis along with suitably qualified and experienced drivers with valid transport driving license.
- 9.02 The K-RIDE shall only pay the hire charges as agreed as per the contract., and contractor has to bear all costs such as parking fee, cost of HSD, Oil & Lubricants, repairs, replacement of spare parts, tyres, tubes, batteries, driver's wages / allowances etc. The contractor is also responsible for the safety, watch and ward of the vehicle.
- 9.03 Fixed charges shall however remain firm throughout the contract period or the extended contract period thereof and no additional claim/variation will be admitted in this regard except Fuel Compensation/recovery clause.
- 9.04 The agency shall furnish the following Registration Certificate.
 - a Independent PF registration certificate issued by the Regional Provident Fund Commissioner.
 - b IT-PAN No.
 - c GST Registration certificates.
- 9.05 Vehicles should be kept neat and tidy by washing / servicing regularly. Driver should have good knowledge of local language both for conversation as well as for writing, required for reporting purpose. Vehicle shall be made available on all 365 days of the year (including Sundays & General Holidays).
- 9.06 The contractor shall ensure that driver engaged by him to drive the vehicle shall fulfil and comply with the requirement of Motor Vehicle Act, and other statutory provisions. If driver of the vehicle is found unfit to drive the vehicle, K-RIDE authorized officer will have the full power to refuse the services of the driver and the agency shall provide alternate driver immediately.
- 9.07 The successful bidder shall provide the communication facility (i.e., mobile phone) to their driver during the contract period at their cost.
- 9.08 The Driver engaged shall not be less than 18 years of age and should not be more than 55 years and should have a verified report obtained by the Police in respect of their character and antecedents. The drivers should wear the uniform with agency label including shoes etc. provided by the travel agency at their cost. The agency shall provide replacement for driver, in event of his sickness absence or availing leave, National holidays, Weekly off and this provision is provided in the scope of contract.
- 9.09 This contract shall not grant any claims to the labour engaged by the contractor for any appointment in K-RIDE either during the contract period or any time at a future date. The successful bidder shall furnish a letter of undertaking before entering into agreement, that the crew deployed for operating of vehicle is aware that they are employees of the agency only and they have nothing to do with K-RIDE as far as appointment is concerned.
- 9.10 The agency should make their own arrangements as required for providing accommodation & conveyance for their drivers. No quarters will be provided for drivers in the project locations.
- 9.11 The agency shall also be responsible and fulfil all statutory obligations like ESI / PF etc. in respect of their personnel engaged under this contract.

- 9.12 The agency shall make payment for contribution towards PF & ESI (both employees and employer) to the concerned authorities at the notified rates from time to time.
- 9.13 The safety & security of the Hired vehicle parked is the responsibility of the contractor and K-RIDE will not take any responsibility for the same.
- 9.14 The contractor shall comply with all relevant acts, rules by-laws, regulations and all other statutory requirements of local or other authorities, having jurisdiction over the areas and shall be responsible for the payment of all fees and other charges and giving and receiving of all necessary notices and keep the K-RIDE informed of the said compliance with such acts, rules, by-laws, regulations, statutory requirements, payments made, notice issued and received.
- 9.15 The Contractor shall register under the Contract Labour Act or any other Labour Acts as may be applicable from time to time. The agency shall follow all the provisions of Labour laws and other laws including the Payment of Wages Act, Minimum Wages Act, Workman Compensation Act and other Local Laws and rules framed there under from time to time. Any amount payable to the employees of the contractor under any of the law by the contractor, if demanded from the K-RIDE being a Principal Employer, same shall be recovered from the R.A bills of the contractor. The contractor shall maintain all registers and records as required under the various laws and regulations made there under from time to time. The contractor shall make arrangements for the engagement of labours according to the provisions of Indian Labour Laws and the local acts and for the payment thereof. The contractor shall pay rates of wages and observe conditions as defined in the Indian Labour Laws. On receipt of the order, the contractor shall furnish the certificate to **Commissioner** of his having registered with the competent authority under the Contract Labour Acts and other Acts.
- 9.16 The Contractor shall be responsible for fulfilling the requirement of all the statutory provisions of Minimum wages Act-1948, payment of wages Act-1936, payment of Gratuity Act -1972, Industrial dispute Act-1947, Contract Labour (Regulation and Abolition) Act-1970, Employees Provident Fund Act 1952 and all the other Labour and Industrial enactments at his own cost and risk in respect of all the staff employed by him. The Contractor shall maintain the records/documents required to be maintained under these statutory enactment and authorized representative of K-RIDE shall be entitled to inspect these records at any time. In general, the Contractor shall be responsible for strict compliance of all statutory provisions of the relevant labour Laws applicable from time to time and particularly of the Karnataka State for carrying out the above job. If due to any reason whatsoever, K-RIDE is made liable to pay any liabilities payable by the Contractor under any of the said laws and enactment's etc., for any reason whatsoever, the K-RIDE shall recover the same from any dues payable by K-RIDE to the Contractor and / or from the security deposit of the Contractor and from the running bills/pending bills.
- 9.17 During the contract, vehicle shall be covered with **COMPREHENSIVE INSURANCE**.
- 9.18 Tenderer shall abide by the provisions of "**Employees Provident Fund Act & rules**" thereon, enrol eligible employees working with them, remit the PF contribution to the authorities regularly, and submit the proof of remittance.
- 9.19 The agency shall remain liable for the payment of all wages or other money due to his employees or labourers under the Payment of Wages Act 1936, Workmen's Compensation Act 1923.
- 9.20 Tenderer shall pay compensation to workers working under him for any injury caused during the execution of work as per "**Workmen's Compensation Act**" in force, failing which the amount will be deducted from his bills and paid to the concerned authority.

- 9.21 Vehicles shall not be diverted to any works outside K-RIDE jurisdiction during idle time of the vehicle. Thus, all vehicles provided under this contract shall be for the exclusive use of K-RIDE during the entire period of the contract.
- 9.22 The agency has to note that the vehicles provided will be under the overall control of Management of K-RIDE, Bengaluru will deploy / re-deploy the vehicles to any division / works and the vehicles can also be utilized for K-RIDE/State Govt./Central Govt./Public Sector Undertaking Office works for visiting other projects/Cities including all over Karnataka as per the requirement and inspect the condition of vehicles periodically, if required may insist for substitute vehicle if the vehicle is not in good condition. The agency shall not divert the vehicles for any other purpose, even if the vehicles are idle or free during the contract period.
- 9.23 Not obeying the orders of Management of K-RIDE or any other authorized representative of the K-RIDE will be considered as misbehaviour.
- 9.24 Any negligence in sending the vehicle will be treated as misbehaviour/penalized.
- 9.25 K-RIDE is not responsible or liable to compensate for any damage to vehicles or injury / loss of life of the crew / third party in the event of any accident to vehicle.
- 9.26 The K-RIDE will not be responsible for any of the unauthorized acts and or liable for any damage / injury sustained by agency or any other person in the course of their work / duty in and around the office premises.
- 9.27 Cases of ambiguity or any doubts, clarifications should be sought, in writing, before commencement of the work, failing which the decision of Management of K-RIDE at project location in all such matters shall be final and binding on the Contractor.
- 9.28 In case any dispute or difference arises between the K-RIDE or its representative and the contractor on any matter within the scope of this contract, then either party shall forthwith give to the other side written notice of such dispute or difference and such dispute or difference shall be referred to the Management of K-RIDE at project location whose decision will be final.
- 9.29 **Rates per km per vehicle quoted shall be inclusive of all applicable taxes and duties like GST, Income Tax, Road tax, PF., ESI and POL. etc.,**
- 9.30 **The tender document should be duly signed on all the pages as a token of acceptance for all the terms and conditions of the tender.**
- 9.31 The work order will be issued as and when required during the tender validity period.
- 9.32 The successful tenderer should obtain at his own cost, all required permits, licenses pollution, Tax & Insurance Comprehensive and its renewals for running his vehicle without break or any type of difficulty during the entire contract period. Failure to maintain these requirements will entail K-RIDE for cancellation of the contract and forfeit the Security Deposit.
- 9.33 Vehicle shall have **RTO Yellow board permit** (All India or State), Comprehensive Insurance coverage etc.
- 9.34 Contractor is solely responsible for payment of Wages / Salaries / Bonus and allowances to his personnel. K-RIDE will have no liability whatsoever in this regards.
- 9.35 This contract shall not grant any claims to the labour engaged by the contractor for any appointment in K-RIDE., either during the current contract or at any future date.
- 9.36 The successful bidder shall give an undertaking that he would abide by the provisions of **“Employees Provident Fund and Miscellaneous act 1952”** and amendments thereof.
- 9.37 The contractor shall adhere to minimum wages act and other government rules and statutory requirements in respect of the driver deputed to the vehicle.

- 9.38 Maintain a separate logbook and it is the responsibility of driver to get it filled / log the readings and to obtain the signature of the concerned K-RIDE officer at the end of each day for the Kilometers covered and time taken. The KM and the time starts and ends from K-RIDE office where the official works.
- 9.39 Payment will be made after submitting the bill (in four copies) by the agency during each month with ESI , remittance of PF, salary payment paid details etc.
- 9.40 In case particular officer goes on leave, the vehicle should report to the officer designated by Management of K-RIDE or any other authorized representative of the Officers, who may deploy for other duties.
- 9.41 The successful bidder should execute an agreement on (varies as per contract value) stamp paper purchased in Karnataka State strictly as per the pro-forma prescribed by the K-RIDE for the satisfactory execution of work within 20 days from the date of letter of award.
- 9.42 If the contractor neglects to execute the contract work with due diligence and expedition or does not comply with the instruction given or fails to fulfill the terms and conditions of the contract, the Department reserves the right to terminate the contract by giving one-month notice. Upon termination, the security deposit shall be forfeited.
- 9.43 Misbehaviors, rash & negligent driving by the drivers shall be viewed very seriously and the contract will be terminated if it is continued. Upon termination, the security deposit shall be forfeited.
- 9.44 Any dispute / suit of proceedings arising towards this contract shall be subject to Jurisdiction of Law courts only.
- 9.45 The original documents should be produced for verification at any stage of tender process as and when sought for, failing which, the bids are liable for disqualification.
- 9.46 Price bid of tenderers who have furnished all the documents to meet the qualification criteria, technically and commercially responsive will only be opened.
- 9.47 K-RIDE reserves the right to verify any information/documents furnished by the bidder should the circumstances so warrant. In case the information or the documents furnished are found to be incorrect/false or invalid then the action will be taken as per EMD declaration. The registration of such tender shall also be cancelled.
- 9.48 Wherever Necessary it shall be stipulated that the bidder/contractor sole responsibility to ensure payment of time to time running wages (prevailing). K-RIDE is not bound to accept/process the consequential difference in wages in case claimed by contractor.
- 9.49 The logo “ON K-RIDE DUTY” has to be displayed on the hired vehicles, preferably on the front side of the vehicles. No other stickers shall be displayed on the vehicles.
- 9.50 In case of absence of successful bidder, his legal heir shall be declared with due records during agreement in order to continue the work.
- 9.51 Agency has to obtain Group insurance Policy for the Drivers. The Agency has to furnish the copy of the Group insurance Policy for the Drivers at the time of executing the agreement/submission of first bills, if the order is placed (other than ESI).
- 9.52 The vehicles shall be provided to the works strictly within 30 days from the date of issue of this work order, failing which penalty at Rs.100/- (Rupees One hundred only) per day per vehicle or maximum 10% of the fixed monthly hire charges will be deducted in first month bill payment. In case the Contractor failing to provide the vehicles within 90 days from the date of issue of work order, then the bidder will be considered as defaulter as per GOK EMD declaration clauses. Further, contract will be terminated without any further notice.

Section – 6
Conditions of Contract
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I. FORM OF CONTRACT

TIME-BASED

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2024, between, on the one hand, _____ (hereinafter called the "K-RIDE") and, on the other hand, _____ (hereinafter called the "Consultant").

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (hereinafter called "GC");
 - (b) The Special Conditions of contract (hereinafter called "SC");
 - (c) The following Appendices:
 - Appendix A – Description of Services
 - Appendix B - Format for Performance Security
 - Appendix C - Form of Contract Performance Security (Bank Guarantee)
 - Appendix D - Form of Contract Agreement

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

2. The mutual rights and obligations of the K-RIDE and the Bidder shall be as set forth in the Contract, in particular:
 - (a) The Bidder shall carry out the Services in accordance with the provisions of the Contract; and

- (b) The K-RIDE shall make payments to the Bidder in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF [NAME OF K-RIDE]

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

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

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE BIDDER
[Name of Member]

By
(Authorized Representative) [Name of Member]

By
(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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

- a. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- d. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- e. "Government" means the Government of Karnataka;
- f. "Local currency" means Indian Rupees;
- g. "Member", in case the Bidder consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Bidder' rights and obligations towards the K-RIDE under this Contract.
- h. "Party" means the K-RIDE or the Bidder, as the case may be, and Parties means both of them;
- i. "Personnel" means persons hired by the Bidder or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a).
- j. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- k. "Services" means the work to be performed by the Bidder pursuant to this Contract as described in Appendix A; and
- l. "Sub-consultant" means any entity to which the Bidder subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- m. "Third party" means any person or entity other than the Government, the K-RIDE, the Bidder, or a Sub-Consultant.

1.2. Law Governing the Contract:

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

1.3. Language

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

1.4. Notices

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

1.5. Location

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

1.6. Authorized Representatives

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

1.7. Taxes and Duties

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

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

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

2. Commencement, Completion, Modification and termination of Contract

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

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

2.3. Expiration of Contract

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

2.4. Modification

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

2.5. Force Majeure

2.5.1. Definition

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

2.5.2. No Breach of Contract

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

2.5.3. Extension of Time

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

2.5.4. Payments

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

2.6. Suspension:

The K-RIDE may by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.7. Termination

2.7.1. By the K-RIDE

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.6;

- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 7.2;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.
- (e) If the K-RIDE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

2.7.2. By the Bidder

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

- (a) if the K-RIDE fails to pay any monies due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within Ninety (90) days after receiving written notice from the Bidder that such payment is overdue;
- (b) If the K-RIDE is in material breach of its obligations pursuant to this Contract and has not remedied the same within Ninety (90) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the K-RIDE of the Bidder' notice specifying such breach;
- (c) if, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than sixty (90) days.

2.7.3. Cessation of Rights and Obligations

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

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

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Bidder shall, immediately upon dispatch or

receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the K-RIDE, the Bidder shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5. Payment upon Termination

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

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

2.7.6. Disputes about Events of Termination

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

3. Obligations of the Bidder:

3.1. General

The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the K-RIDE, and shall at all times support and safeguard the K-RIDE legitimate interests in any dealings with Sub- Bidder or third parties.

3.2. Conflict of Interests

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

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

3.2.2. Procurement Rules of Funding Agencies

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

3.2.3. Bidder and Affiliates Not to engage in certain Activities

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

3.2.4. Prohibition of Conflicting Activities

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

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

3.3. Confidentiality

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

3.4. Insurance to Be Taken out by the Bidder

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

3.5. Accounting, Inspection and Auditing

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

3.6. Bidder' Actions Requiring K-RIDE Prior Approval

The Bidder shall obtain the K-RIDE prior approval in writing before taking any of the following actions:

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

3.7. Reporting Obligations

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

3.8. Documents Prepared by the Bidder to Be the Property of the K-RIDE

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

3.9. Equipment, Vehicles and Materials Furnished by the K-RIDE

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

4. Bidder' Personnel and Sub-Bidder

4.1. General

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

4.2. Description of Personnel

- a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidder' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the K-RIDEs his/her name is listed as well.

- b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidder by written notice to the K-RIDE, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the K-RIDE written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the K-RIDE and the Bidder, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3. Approval of Personnel

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

4.4. Working Hours, Overtime, Leave, etc.

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

4.5. Removal and/or Replacement of Personnel

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

the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6. Resident Project Manager

Deleted.

5. Obligations of the K-RIDE

5.1. Assistance and Exemptions

Unless otherwise specified in the SC, the K-RIDE shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Bidder and the Personnel and any Sub-Bidder employed by the Bidder for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Bidder, Sub-Bidder and Personnel any such other assistance as may be specified in the SC.

5.2. Access to Project site.

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

5.3. Services, Facilities and Property of the K-RIDE

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

5.4. Payment

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

6. Payment to the Bidder:

6.1. Cost Estimates; Ceiling Amount

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

6.2. Remuneration and Reimbursable Expenditures

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

6.3. Currency of payment:

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

6.4. Mode of Billing and Payment

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

- a) The K-RIDE shall cause to be paid to the Bidder an **advance payment** as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Bidder to the K-RIDE of a bank guarantee by a bank acceptable to the K-RIDE in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the K-RIDE shall have approved in writing.
- b) The Itemized GST compliant Invoices. As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Bidder shall submit to the K-RIDE, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.
- c) The K-RIDE shall cause the payment of the Bidder within sixty (60) days after the receipt by the K-RIDE of bills with supporting documents (if required). Only such portion of a

monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidder, the K-RIDE may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

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

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

II. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (h)	The Member in Charge is
1.4.1	<p>The addresses are: K-RIDE: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), Samparka Soudha, 1st Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bengaluru -560 010 Tel.: 080-24482800, Email: gmprocurement@kride.in</p> <p>Consultant: _____ Attention: _____ Facsimile: _____ E-mail: _____</p>
1.4.2	Notice will be deemed to be effective as follows:
1.6	<p>The Authorized Representatives are: For the K-RIDE: General Manager Procurement K-RIDE or any other person authorized by him on his behalf</p> <p>For the Consultant: _____</p>
1.7.1	The Bidder, Sub-Bidder and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the K-RIDE shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]
1.7.2	However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursed by the K-RIDE separately.]
2.1	<p>The contract will become effective on the date of issue of Notice by the K-RIDE to the consultant to commence the services.</p> <p>This contract shall come into effect from the date of Agreement or date of issue of LOA</p> <p>The cost of stamp duty of the contract agreement shall be borne by the consultant as per the Karnataka Stamp duty Act.</p>
2.2	Commencement of Services:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Immediately
2.3	<p>*Expiration of Contract:</p> <p>The time period shall be Twenty-Four (24 months) & extendable by one more on satisfactory service subject to quarterly review of performance of the agency. In case of unsatisfactory performance during any quarter, the performance will be reviewed during next quarter & if unsatisfactory performance is continued then the contract is liable to be terminated and K-RIDE is entitled to call for fresh tenders.</p>
<p>Additional para 2.5.4.1 Payments</p>	<p>In case of Force Majeure each party shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such Force Majeure event.</p> <p>Payment Terms:</p> <p>Payments will be arranged at respective Accounting Divisions of K-RIDE who are using vehicles. The service provider shall submit the bills for payment of vehicle hired charges to the respective Accounting Divisions of concerned officers of K-RIDE who are using vehicles by 5th of the succeeding month. Payment will be arranged by Cheque/RTGS by the respective Accounting Divisions subject to the following:</p> <ol style="list-style-type: none"> 1) For each vehicle one bill for each month (or part thereof) shall be raised by the service provider. 2) Following documents shall be attached to the bill: <ol style="list-style-type: none"> i. Log Book extract signed by concerned officer of K-RIDE who are using the vehicle. ii. Copy of RC Book iii. Copy of Tax & Permit Certificate iv. Copy of Insurance Certificate 3) The bill shall be certified by the concerned officer of K-RIDE who are using the hired vehicle and countersigned (wherever required) by the superior officer of the concerned officer. 4) The bill shall be submitted to the Accounting Division of concerned officer of K-RIDE. 5) Any other relevant documents which may sought by K-RIDE relating to compliance to statutory requirements as may be applicable now and as amended from time to time which includes compliance with the Employees State Insurance Act, Employees Provident Fund Act, Payment of Minimum Wages Act and any other Labour Act as may be applicable from time to time. 6) Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>7) The Firm/Agency (successful bidder) shall raise bill for the services provided for a calendar month <i>in</i> succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released by due date.</p> <p>8) Presently Payment from KPCL shall be made through NEFT/RTGS.</p> <p>9) Penalty would be in terms of part of the payment, which would be deducted and reflected in the respective month's payment.</p>
2.7.2	<p>Termination Clause:</p> <p>The K-RIDE reserves its right to terminate the contract/Hire agreement without assigning any reason whatsoever by issuing 1 month notice at its absolute discretion including but not limited to the following:</p> <ol style="list-style-type: none"> i. If the services are found to be unsatisfactory. ii. If the Agency / Company commit breach of any terms and conditions of the Hire agreement/ tender document, K-RIDE shall have the following powers. <ol style="list-style-type: none"> a) To cancel the contract. b) Forfeiture of Performance Guarantee/Security deposit. c) To blacklist or not to consider the agencies future offer for a period of one year. d) To recover from the Agency/Company to the extent of loss suffered by K-RIDE from Performance Bank Guarantee submitted by the Agency/Company. iii. The Agency Company is involved in wrongful billing. In addition to hereto wrongful billing shall also result in the Agency/Company being debarred from participating in any other tender of the K-RIDE. iv. The engagement is not in the interest of the K-RIDE or the K-RIDE no more requires any such service. v. In case of misbehaviour by driver or the supervisor staff of the Agency/Company, such drivers or supervisor staff will have to be removed from the service. The agency will have to ensure that such drivers, staff will not get appointment with other car agency those are dealing with the K-RIDE. <p>If the service provider has a record of poor performance in providing and maintaining vehicles against K-RIDE requirement, such as abandoning the contract, not properly completing the contract, inordinate delays in providing vehicles, frequent breakdowns of vehicles, accidents, non-compliance to statutory requirements.</p>
3.4	<p>The risks and the coverages shall be as follows:</p> <ol style="list-style-type: none"> (a) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their Personnel or any Sub-Bidder or their Personnel for the period of consultancy. (b) Third Party liability insurance with a minimum coverage, of Rs. for the period of consultancy.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(c) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.</p> <p>(d) K-RIDE liability and workers' compensation insurance in respect of the Personnel of the Bidder and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Bidder' property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.]</p>
3.4	<p>The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in GCC Clause 2.2.</p> <p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of value equal to the Contract value.</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the K-RIDE country by the Consultant or its Experts or Sub-Bidder, with a minimum coverage in accordance with the applicable law in the K-RIDE country;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in INDIA.</p> <p>(d) Employer's liability and workers' compensation insurance in respect of the experts and Sub-Bidder in accordance with the relevant provisions of the applicable law in the INDIA, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to</p> <p>(i) equipment purchased in whole or in part with funds provided under this Contract,</p> <p>(ii) the Bidder property used in the performance of the Services, and</p> <p>any documents prepared by the Consultant in the performance of the Services.</p>
<p>Additional Para 3.4.1</p>	<p>The following limitation of the Bidder Liability towards the K-RIDE can be subject to the Contract's negotiations:</p> <p>"Limitation of the Bidder Liability towards the K-RIDE: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the property, shall not be liable to the K-RIDE:</p> <p>(i)for any indirect or consequential loss or damage; and</p> <p>(ii)for any direct loss or damage that exceeds one (1) time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Bidder liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	trued as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”.
3.8	The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the K-RIDE management
6.1(b)	The ceiling amount of contract is: Rs
6.2(a)	Note: In order to adjust the remuneration for inflation, a price escalation provision should be included here if the contract has a duration of more than 18 months or if the inflation is expected to exceed 5% <u>per annum</u> . The escalation should be made every 12 months after the date of the contract for remuneration. A sample provision is provided below for guidance:
6.4	BILLING AND PAYMENT: Payment shall be made after submitting the bills by the agency to K-RIDE. A, after each calendar month and as certified by the division. In case the vehicle is hired for a part of the month, pro-rata payment will be made. Statutory levies such as Income Tax, Service Tax, Works Contract Tax, VAT connected taxes, as applicable at the prevailing rates will be recovered from the bills.
6.4(a)	No advance payment(s) will be made in any case whatsoever.
6.4(c)	The interest rate is Rs.5% ¹ per annum]
6.4(e)	The account is:-----]
Additional Para 7.2	<p>Claims, Disputes, Conciliation and Arbitration.</p> <p>If the efforts to resolve all or any of the disputes through amicable settlement fails, then such disputes or differences, whatsoever arising between the parties, arising out of touching or relating to effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:</p> <p>“Any dispute or different or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules”.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions</p> <p>7.2.1 Selection of Arbitrators</p> <p>Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India[*], New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India[*], New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the K-RIDE and the Bidder shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>It is agreed that, the dispute claims arising out of this agreement / contract shall be resolved under the Karnataka arbitration centre (Domestic and International) rules 2012, appointed one or many arbitrators.</p> <p>a. Bids with stipulation for settlement of disputes through Arbitration will be rejected.</p> <p>b. Corporation reserves the Right to reject any or all the tenders without assigning any reasons. However, in all cases KTRP act shall be followed.</p> <p>c. Any other information required may be obtained from the office of the undersigned during office hours.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7.2.2	<p>Rules of Procedure Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India</p>
7.2.3	<p>Substitute Arbitrators If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
7.2.4	<p>Qualifications of Arbitrators The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
7.2.5	<p>Miscellaneous In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru. (b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
Additional Clause-1	<p>Penalty: The work assigned to the successful bidder shall be attended immediately without any delay in attending the work.</p> <ol style="list-style-type: none"> a. If there are three successive delays in reporting for duty / misbehaviour / non-compliance of regularities specified in the tender, will attract penalty equal to one day hire charges. b. In the event of breakdown of the vehicle, the agency has to arrange a suitable alternative vehicle as the case may be. Failing which an amount equal to two times the quoted rate per day on pro rata basis will be deducted out of the bill amount or any amount available with KPCL as a penalty. c. The bidder must report to Executive Engineer (Machinery Stores Purchase) A or any other authorized representative of the Executive Engineer (Machinery Stores Purchase) A during Sundays and general Holidays and must depute the vehicles as per the instructions of Executive Engineer (Machinery Stores Purchase) A or any other authorized representative of the Executive Engineer (Machinery Stores Purchase) A, Failing which an amount equal to two times the quoted rate per day on pro rata basis will be deducted out of the bill amount or any amount available with KPCL as a penalty

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional Clause-2	<p>Performance Security:</p> <p>The Agencies shall obtain (at his cost) a Performance Security, for proper performance of the Contract, for the amount, currencies and validity period for Performance Security stated in the Contract Data.</p> <p>The Contractor shall deliver the Performance Security to the K-RIDE as mentioned after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security/additional Performance Security shall be issued by a bank and from within the country (or other jurisdiction) approved by the K-RIDE, and shall be in the form as given in Section 8 (Contract Forms) or in another form specifically approved by the K-RIDE.</p> <p>The Performance Security/additional Performance Security shall be, at the Agencies's option, in any of the following forms:</p> <ol style="list-style-type: none"> (i) An unconditional Bank guarantee in the prescribed format. (ii) A Pay Order / Demand Draft drawn on a Scheduled / Nationalized Bank in India in favour of "Rail Infrastructure Development Company (Karnataka) Ltd" payable at Bengaluru. (iii) FDR in favour of "Rail Infrastructure Development Company (Karnataka) Ltd." (free from any encumbrance). (iv) A deposit of cash or online bank transfer to K RIDE account. <p>The bank guarantee shall be from a bank having minimum net-worth of over INR 500 million from the specified banks as under:</p> <p>a Schedule Bank in India, or a Foreign Bank having their operations in India, or a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India,</p> <p>The Scheduled Bank is suing the Bank Guarantee must be on "Structured Financial Messaging System (SFMS)" platform. A separate advice of the BG shall be invariable be sent by the issuing bank to the Employer's Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer. The Issuing Bank shall send the SFMS to:</p> <p>Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) Bank Name: Canara Bank Branch: Prime Corporate Account No. 0430201012110 IFSC Code: CNRB0002636</p> <ul style="list-style-type: none"> • The Performance Security shall be for an amount of 3% (Three percent) of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract amount in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. The contractor shall have the following options; <ol style="list-style-type: none"> (i) to submit full performance security for an amount equal to 3% of the contract price; or (ii) to submit part performance security for an amount equal to 1.5% of the contract price and the balance performance security shall be recovered from interim

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>payment certificates @ 10% of the bill amount starting from 1st bill till it reaches full Performance Security.</p> <p>The Agencies shall not be entitled to any interest on the amounts so recovered. However, the Agencies shall be entitled for release of recovered amount of performance security against submission of bank guarantee of an equivalent amount, maximum three times during the contract.</p>
	<p>a) The successful bidders shall have to submit a Performance Guarantee (PG) Within twenty-one (21) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 days upto 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 21 days, i.e. From 22nd day after the date of issue of LOA. Further if the 60th day happens to be declared holiday in the office of 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 terminate. In case contract is terminated K-RIDE shall be entitled to forfeit the Bis security and other dues payable against to the contract. In case the tenderer has not submitted by security on the strength of their registration as a startup recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for the work.</p> <p>b) Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.</p> <p>The above provision shall not apply to the furnishing of a Domestic Preference Security, if so required.</p>
Additional Clause-3	<p>Security Deposit</p> <p>The successful tenderer shall upon intimation being given to him by the K-RIDE of acceptance of his tender to furnish a security Deposit for 5% of the “value of contract” in the form of Bank Guarantee as per K-RIDE pro-forma from any nationalized / scheduled bank for proper fulfillment of the Contract or DD in the name of Assistant General Manager (F), K-RIDE or / equivalent amount shall be NEFT to K-RIDE account. The Bank guarantee shall be initially valid for Twenty four months and to be renewed for equal period thereafter till the closure of contract period plus four months. No interest is payable on the Security Deposit.</p> <p>However, in case any increase in Security deposit, same shall be applicable as per the K- RIDE rules during the tenure of the contract and applicable BG value / DD / equivalent amount shall be NEFT to KPCL account.</p> <p>The Security Deposit shall be 5% of the contract value. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank in favour of K-RIDE free from any encumbrance,</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, KRIDE may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Security) may not exceed 10% of the total value of the contract.</p> <p>However, if the consultant desires the Security Deposit may be deposited as Bank Guarantee Bond also, issued by a scheduled bank after execution of contract documents, but before payment of 1st on account bill. Provided further that the validity of Bank Guarantee Bond shall be extended from time to time, depending upon extension of contract.</p> <p>Further, in case Security Deposit has been submitted as Term Deposit Receipt/Bank Guarantee Bond in full amount, the Bid security by the Contractor with his tender will be returned by the K-Ride.</p> <p>Note: After the work/services are fully is physically completed as certified by competent authority, Security Deposit recovered from the running bills of a Contractor can be returned to him, if he so desires, in lieu of Term Deposit Receipt/irrevocable Bank Guarantee for equivalent amount from Scheduled Bank, to be submitted by him.</p> <ul style="list-style-type: none"> (i) Refund of Security Deposit: Security Deposit mentioned in clause above shall be returned to the Contractor along with or after, the following: <ul style="list-style-type: none"> (a) Final Payment of the Contract and (b) Execution of Final Supplementary Agreement or Certification by Engineer that K-RIDE has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period. (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 2.7 of GCC, the Security Deposit already with K-Ride under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 2.7of GCC, the Security Deposit shall not be forfeited. <p>No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 50 (a) of this clause will be payable with interest accrued thereon.</p>

IV. APPENDICES

Appendix A: Description of Services

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

Appendix-B
Format for Performance Security

To
The General Manager/Procurement,
KRIDE

.....

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

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

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

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

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

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

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

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

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

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

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

Beneficiary Name: General Manager/Procurement/KRIDE.

Bank Name and Bank Address:

Bank A/c No.

Bank IFSC Code:

Signature and Seal of the Guarantor

In presence of

Name and Designation

1. (Name, Signature & Occupation)

Name of the Bank Address

2. (Name & Occupation) Date

Appendix – C

FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)

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

From:

Name and Address of the Bank.....

.....

To:

The General Manager/Procurement,
Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE),
1st Floor, Samparka Soudha, Opp. Orion Mall, Dr Rajkumar Road,
Bengaluru - 560010

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.....
Bank]

[Signature of Authorised person of

[Name in block letters]

Appendix - D
FORM OF CONTRACT AGREEMENT

“Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”

CONTRACT No. _____

This AGREEMENT (hereinafter, together with all the appendices/attachments attached hereto called the “Contract”) is made on the _____ day of _____, 2024,

between the _____ on
the one part

(hereinafter called the “Employer”) acting through the General Manager/Procurement, and _____ in association with _____ (hereinafter [jointly] called the “Consultant”) on the other part [notwithstanding such association] the Consultant will be represented hereunder at all times by

_____ which will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the Consultant's services to be performed hereunder.

WHEREAS

- A) Rail infrastructure development company (Karnataka) Ltd. has been established as a Joint Venture of Government of Karnataka and Ministry of Railways under the Companies Act 1956/2013 to develop, mobilize resources and implement Rail projects in the state of Karnataka.

The Employer has requested the Consultant to provide consulting services towards Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE. of Bengaluru Suburban Railway Project (BSRP)”

- B) The Consultant has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

Clause 1. Services.

The work to be performed by the Consultant under the Contract (such work being hereinafter called the Services) is more particularly described in the Terms of Reference (TOR) set forth in the Bid document. Any modifications to such TOR that materially impact upon the Services which may be agreed between the Consultant and the Employer.

Clause 2. Reports.

The Consultant shall submit to Employer in the English language the reports and documentation specified in Section 5

Clause 3. Personnel.

- (a) The Services shall be carried out by the personnel specified in the bid document (hereinafter called the personnel) for the respective periods of time indicated therein.
- (b) The consultant shall, at all times, ensure that there is a GM/HR/K RIDE acceptable to the Employer to supervise and coordinate the operations of the personnel in the field and to be responsible for liaison between the Consultant and the Employer.

Clause 4 Commencement Date.

The Consultant shall commence the Services after the issue of LOA except when the Employer notifies for commencement of services for a later date.

Clause 5. Date of Arrival.

The Consultant shall promptly inform the Employer of the date of arrival of the personnel at site.

Clause 6. Provision of Services and Payment to the Consultant:

- (a) In consideration of the payments to be made by the Employer to the Consultant as indicated in this agreement, the consultant hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the contract.
- (b) The Employer hereby covenants to pay the Consultant in consideration of the provision of services for completion of the project, the contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed in the contract.

Clause 7. Accounts for Payment:

All payments under this Contract shall be made to the following account of the Consultant:.....

(To be indicated by the Consultant and agreed by the Employer)

Clause 8. Authorized Representative of Consultant.

Any action required or permitted to be taken, and any documents required or permitted to be executed under this Contract may be taken or executed on behalf of the Consultant by a designated representative and on behalf of the Employer by designated representative of Rail Infrastructure Limited.

Clause 9. Notices and Requests.

Any notice or request required or permitted to be given or made under the Contract shall be in writing and in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, telex or facsimile to the party to which it is required to be given or made at such party's address (given below) specified in writing to the party giving such notice or making such request.

The General Manager (Procurement), K-RIDE

For the Consultant

Clause 10. Effective Date.

- a) The Contract shall become effective upon the date notice is given to the Consultant to proceed with the Services pursuant to Clause 4 above.
- b) Should the Contract not have become effective within ninety (90) calendardays of the issue of Letter of Acceptance, either party may, by not less than ten (10) calendar days written notice to the other party, declare the Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

Clause 11. Miscellaneous.

- a) No delay in exercising or omission to exercise, any right, power or remedy accruing to their party under this contract upon any default shall impair any such right, power or remedy, or be construed to be a waiver thereof or an acquiescence in any default, affect or impair any right, power or remedy of such party in respect of any other subsequent default.
- b) The Particular Conditions of Contract and documents attached hereto, which including this Agreement collectively constitute this Contract (as defined hereinabove) are each integral and substantive parts of this Contract and are fully binding on each of the parties.

Clause 12: Documents forming the Contract.

The following documents along with original *BID* documents, addendum/corrigendum or any other reference made in connection with *BID* document shall be deemed to form and be read and construed as part of this Contract Agreement.

- i) The Letter of Award
- ii) The Bidder Proposal along with the addenda
- iii) All correspondence between Consultant and Employer after Submission of *BID* and before issue of Letter of Award.
- iv) Notice to Proceed.
- v) Performance Security.

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

FOR AND ON BEHALF OF (THE EMPLOYER)

(Authorized Representative)

FOR AND ON BEHALF OF (THE CONSULTANT)

(Authorized Representative)