

REQUEST FOR QUOTATION (TIME BASED)

TENDER NO. KRIDE/2025-26/OW/WORK INDENT31

TENDER DOCUMENT

Name of the work

Baiyappanahalli – Hosur Doubling Railway Project in Bangalore Division of South Western Railway – Proposed CTR work for strengthening the existing loop line to main line standards, Pre NI/NI works at Karmelaram station and track maintenance works at Bellandur, Karmelaram, Huskur stations and newly commissioned track and yards between Bellandur – Karmelaram station.

Employer:

General Manager/Procurement and Contracts

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED
K-RIDE

Country: India Issued on:

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Samparka Soudha, 1st Floor, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010 Tel 080-24482800

Email: gmprocurement@kride.in

DATE: 03.04.2025

NAME OF WORK: Baiyappanahalli – Hosur Doubling Railway Project in Bangalore Division of South Western Railway – Proposed CTR work for strengthening the existing loop line to main line standards, Pre NI/NI works at Karmelaram station and track maintenance works at Bellandur, Karmelaram, Huskur stations and newly commissioned track and yards between Bellandur -Karmelaram station.

SL. NO.	EVENT DESCRIPTION	DATE			
1	TENDER NO:	KRIDE/2025-26/OW/WORK_INDENT31 Date 03.04.2025			
2	TENDER DOCUMENT CAN BE DOWNLOADED FROM	03.04.2025			
3	PERIOD OF SALE OF TENDER DOCUMENT	NA			
4	LAST DATE FOR SALE OF TENDER DOCUMENT	NA			
5	LAST DATE FOR RECEIVING QUERIES	The tenderer is requested to submit any questions in writing or by cable to reach the Employer four day before the Pre-Bid meeting or before dated as notified in GoK e-procurement portal			
6	PRE-BID MEETING DATE and TIME	As disclosed in KPPP portal			
7	AUTHORITY RESPONSE TO QUERIES LATEST BY	10 days from the date of pre-bid meeting			
8	LAST DATE FOR SALE OF TENDER DOCUMENT	Up to Bid Due Date			
9	LAST DATE AND TIME FOR RECEIPT OF BIDS	As disclosed in KPPP portal			
10	DATE AND TIME OF OPENING OF COVER ONE OF TENDER (TECHNICAL BID)	As disclosed in KPPP portal			
11	PLACE OF OPENING OF COVER ONE OF TENDERS (TECHNICAL BID)	The opening of the Technical Bid shall take place at e procurement portal of K-RIDE i.e. https://www.kppp.karnataka.gov.in			
12	PLACE OF OPENING OF COVER TWO OF TENDERS (FINANCIAL BID)	The opening of the Technical Bid shall take place at e-procurement portal of K-RIDE i.e https://www.kppp.karnataka.gov.in			
13	DATE AND TIME OF OPENING OF COVER TWO OF TENDERS (FINANCIAL BID)	Will be intimated to the Qualified Tenderers through Karnataka Public Procurement Portal.			
14	ADDRESS FOR COMMUNICATION	General Manager / Procurement & Contracts K-RIDE (Rail Infrastructure Development Company (Karnataka) Limited) #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall Rajajinagar 1st Block, Bengaluru E Mail: gmprocurement@kride.in			

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LIST OF ABBREVATIONS					
ABBREVIATION	FULL FORM				
AASHTO:	AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS.				
AC:	ALTERNATING CURRENT				
AEN:	ASST. DIVISIONAL ENGINEER				
AFC:	AUTOMATIC FARE COLLECTION				
AMCP:	AIR MONITORING AND CONTROL PLAN				
API:	AMERICAN PETROLEUM INDUSTRY				
ASCE:	AMERICAN SOCIETY OF CIVIL ENGINEERS				
ASM:	ASST. STATION MASTER				
ASME:	AMERICAN SOCIETY OF MECHANICAL ENGINEEERS				
ASS:	AUXILIARY SUB STATION				
ASTM:	AMERICAN SOCIETY FOR TESTING MATERIALS				
AWS:	AMERICAN WELDIG SOCIETY				
BBMP:	BRUHAT BENGALURU MAHANAGARA PALIKE				
BC:	BITUMINOUS CONCRETE				
BESCOM:	BANGALORE ELECTRICITY SUPPLY COMPANY				
BG:	BANK GUARANTEE				
BIFR:	BUREAU OF INDUSTRIAL AND FINANCIAL RECONSTRUCTION				
BIM:	BUILDING INFORMATION MODELLING				
BMRCL:					
BUILDING AND OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) CENTRE RULES					
BS: BRITISH STANDARD					
BSNL:	BHARAT SANCHAR NIGAM LIMITED				
BSRP:	BENGALURU SUBURBAN RAILWAY PROJECT				
BWSSB:	BANGALORE WATER SUPPLY AND SEWERAGE BOARD				
CAD:	COMPUTER AID DSIGN				
CAO/C:	CHIEF ADMINISTRATIVE OFFICER/ CONSTRUCTION				
CBR:	CALIFORNIA BEARING RATIO				
CBTC:	COMMUNICATION BASED TRAIN CONTROL				
CC CRIBS:	CHRIST CHURCH CRIBS				
CC:	CONDITIONS OF CONTRACT				
CCA:	CONTROLLER OF CERTIFYING AUTHORITIES				
CCTV:	CLOSED CIRCUIT TELEVISION				
CD ROM:	COMPACT DISC, READ ONLY MEMORY				
CDPC:	CONSTRUCTION DESIGN PACK CERTIFICATE				
CDR:	CORPORATE DEBT. RESTRUCTURING				
CFL:	COMPACT FLUORESCENT LAMP				
CGM:	COMPUTOR GRAPHICS METAFILE				
CH:	CHAINAGE				
CIP:	CO-ORDINATED INSTALLATION PROGRAMME				
CIP:	CO-ORDINATE INSTALLATION PLAN				
CIRIA:	CONSTRUCTION INDUSTRY RESEARCH AND INFORMATION ASSOCIATION				
CNC:	COMPUTERISED NUMERICAL CONTROL				

LIST OF ABBREVATIONS					
ABBREVIATION	FULL FORM				
COE:	CONTRACTOR'S OWN EARTH				
COL:	CUT-OFF LEVEL				
CPM:	CRITICAL PATH METHOD				
CPVC:	CHLORINATED POLYVINYL CHLORIDE				
CPWD:	CENTRAL PUBLIC WORKS DEPARTMENT				
CR:	CORE RECOVERY				
CSDR:	CHENNASANDRA RAILWAY STATION				
CV:	CURRICULLUM VITAE				
DBM:	DENSE BITUMINOUS MACADAM				
DBR:	DESIGN BASIS REPORT				
DC:	DIRECT CURRENT				
DDC:	DETAILED DESIGN CONSULTANT				
DFC:	DEDICATED FREIGHT CORRIDOR				
DFCCIL:	DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.				
DFT:	DRY FILM THICKNESS				
DG:	DISTRIBUTED GENERATION				
DGPS:	DIFFERENTIAL GLOBAL POSITIONING SYSTEM				
DIN:	DEUTSCHES INSTITUT FUR NORMUNG e.V.				
DIPP:	DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION				
DL:	DANGER LEVEL				
DLP:	DEFECT LIABILITY PERIOD				
DODL:	DRAWING OFFICE DISPATCH LIST				
DPIIT:	DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE				
DPT:	DYE PENETRATION TEST				
DSC:	DIGITAL SIGNATURE CERTIFICATE				
DTI:	DIRECT TENSION INDICATORS				
Dy.CE/C:	DEPUTY CHIEF ENGINEER/CONSTRUCTION				
Dy.CSTE/C:	DEPUTY CHIEF SIGNALLING TELECOMMUNICATION ENGINEER/CONSTRUCTION				
EMD:	EARNEST MONEY DEPOSIT				
EOT CRANE:	ELECTRIC OVERHEAD TRAVELLING CRANE				
EPC:	ENGINEERING, PROCUREMENT AND CONSTRUCTION				
EPF:	EMPLOYEES PROVIDENT FUND				
EQM:	ENVIRONMENTAL QUALITY MANAGEMENT MANUAL				
ESIC:	EMPLOYEES STATE INSURANCE SCHEME				
EWC:	EUROPEAN WATER CLOSET				
FBIL:	FINANCIAL BENCHMARK INDIA PRIVATE LIMITED				
FDR:	FIXED DEPOSIT RECEIPT				
FDT:	FOREST DEVELOPMENT TAX				
FOIS:	FREIGHT OPERATIONS INFORMATION SYSTEM				
FY:	FINANCIAL YEAR				
GAD:	GENERAL ARRANGMENT DRAWING				
GAIL:	GAS AUTHORITY OF INDIA LIMITED				

LIST OF ABBREVATIONS					
ABBREVIATION	FULL FORM				
GCC:	GENERAL CONDITIONS OF CONTRACT				
GFC:	GOOD FOR CONSTRUCTION				
GGBS:	GROUND GRANULATED BLAST FURNACE SLAG				
GIF:	GRAPHICS INTERCHANGE FORMAT				
GM:	GENERAL MANAGER				
GPR:	GROUND PENETRATION TEST				
GSB:	GRANULAR SUB BASE				
GTI:	GEO TECHNICAL INVESTIGATION				
HAZ:	HEAT AFFECTED ZONE				
HDPE:	HIGH DENSITY POLY ETHELENE				
HFL:	HIGH FLOOD LEVEL				
HLE:	HEELALIGE RAILWAY STATION				
HSFG:	HIGH STRENGTH FRICTION GRIP				
HTML:	HYPER TEXT MARKUP LANGUAGE				
IBH:	INTERMEDIATE BLOCK HUT				
ID:	IDENTIFICATION				
IDCC:	INDEPENDENT DESIGN CHECKER CERTIFICATE				
IFC:	INDUSTRY FOUNDATION CLASSES				
IFT:	INVITATION FOR TENDERS				
IISC:	INDIAN INSTITUTE OF SCIENCES				
IITM:	INDIAN INSTITUTE OF TECHNOLOGY MADRAS				
IMP:	INTERFACE MANAGEMENT PLAN				
INR:	INDIAN RUPEE				
IPC:	INTERIM PAYMENT CERTIFICATE				
IR:	INDIAN RAILWAYS				
IRBM:	INDIAN RAILWAY BRIDGE MANUAL				
IRC:	INDIAN ROAD CONGRESS				
IRMRA:	INDIAN RUBBER MANUFACTURERS RESEARCH ASSOCIATION				
IRP:	INTERIM RESOLUTION PROFESSIONAL				
IRP:	INTERIM RESOULUTION PROFESSIONAL				
IRPWM:	INDIAN RAILWAY PERMANENT WAY MANUAL				
IRS:	INDIAN RAILWAY STANDARD				
IRS: CBC	INDIAN RAILWAY STANDARDS: CONCRETE BRIDGE CODE				
IS:	INDIAN STANDARD				
IST:	INDIAN STANDARD TIME				
ITBT:	INSTRUCTIONS TO BIDDERS/TENDERERS				
ITT:	INSTRUCTIONS TO TENDERERS				
IWC:	INDIAN WATER CLOSET				
JAG:	JUNIOR ADMINISTRATIVE GRADE				
JIS:	JAPANESE INDUSTRIAL STANDARD				
JPEG:	JOINT PHOTOGRAPHIC EXPERTS GROUP				
JPO:	JOINT PROCEDURE ORDER				
JV:	JOINT VENTURE				

LIST OF ABBREVATIONS					
ABBREVIATION	FULL FORM				
JVA:	JOINT VENTURE AGREEMENT				
KD	KEY DATE				
KM:	KILOMETRE				
KPTCL:	KARNATAKA POWER TRANSMISSION CORPORATION LIMITTED				
KPWD:	KARNATAKA PUBLIC WORKS DEPARTMENT				
K-RIDE:	RAIL INFRASTRUCTURE DEVELOPMENT COMPANY(KARNATAKA) LIMITED				
KTPP:	KARNATAKA TRANSPARENCY IN PUBLIC PROCUREMENT				
L SECTION:	LONGITUDINAL SECTION				
LD:	LIQUIDATED DAMAGES				
LDPE:	LOW DENSITY POLYETHYLENE				
LED:	LIGHT EMITTING DIODE				
LG:	LAUNCHING GIRDER				
LL:	LIVE LOAD				
LLP:	LIMITTED LIABLILITY PARTERNSHIP				
LOA:	LETTER OF ACCEPTANCE				
LPB:	LETTER OF PRICE BID				
LS COST:	LUMP SUM COST				
LTB:	LETTER OF TECHNICAL BID				
MARS:	MONTHLY AUDIT RATING SCORE				
MCLR:	MARGINAL COST OF FUNDS BASED LENDING RATE				
MD:	MANAGING DIRECTOR				
MEP:	MECHANICAL, ELECTRICAL AND PLUMBING				
MIG:	METAL INERT GAS				
MMAW:	MANUAL METAL ARC WELDING				
MOHUA:	MINISTRY OF HOUSING AND URBAN AFFAIRS				
MORTH:	MINISTRY OF ROAD TRANSPORT AND HIGHWAYS				
MPR:	MONTHLY PROGRESS REPORT				
MPT:	MAGNETIC PARTICLE TEST				
MSP:	MICRO SOFT PROJECT				
NABL:	NATIONALACCREDITATIONBOARDFORTESTINGANDCALIBRATION LABORATORIES				
NCLT:	NATIONAL COMPANY LAW TRIBUNAL				
NHAI:	NATIONAL HIGHWAY AUTHORITY OF INDIA				
NI:	NON-INTERLOCKING				
NMCP:	NOISE MONITORING AND CONTROL PLAN				
NOC:	NO OBJECTION CERTIFICATE				
NONO:	NOTICE OF NO OBJECTION				
NOR:	NOTICE OF REJECTION				
NTP:	NOTICE TO PROCEED				
OD:	OUTER DIAMETER				
ODBC:	OPEN DATA BASE CONNECTIVITY				
OFC:	OPTICAL FIBER CABLE				
OHE:	OVER HEAD EQUIPMENT				
OMC	OPTIMUM MOISTURE CONTENT				

LIST OF ABBREVATIONS					
ABBREVIATION	FULL FORM				
OPC:	ORDINARY PORTLAND CEMENT				
OWG:	OPEN WEB GIDER				
P.Way:	PERMANENT WAY				
PAN:	PERMANENT ACCOUNT NUMBER				
PCC:	PARTICULAR CONDITIONS OF CONTRACT				
PDF:	PORTABLE DOCUMENT FORMAT				
PDM:	PRECEDENCE DIAGRAMMING METHOD				
PERT:	PROGRAM EVALUATION REVIEW TECHNIQUE				
PH:	POTENTIAL OF HYDROGEN				
PMC:	PROJECT MANAGEMENT CONSULTANT				
PMIS:	PROJECT MANAGEMENT INFORMATION SYSTEM				
POA:	POWER OF ATTORNEY				
PPE:	PERSONAL PROTECTIVE EQUIPMENTS				
PQMP:	PROJECT QUALITY MANAGEMNT PLAN				
PQR:	PROCEDUEE FOR QUALIFICATION RECORD				
PRS:	PASSENGER RESERVATION SYSTEM				
PSC:	PRE-STRESSED CONCRETE				
PSU:	PUBLIC SECTOR UNIT				
PVC:	PRICE VARIATION CLAUSE				
PVC:	POLYVINYL CHLORIDE				
PWD:	PUBLIC WORKS DEPARTMENT				
QA:	QUALITY ASSURANCE				
QAP:	QUALITY ASSURANCE PLAN				
QC:	QUALITY CONTROL				
QSC:	QUALITY SYSTEM CERITFICATE				
RA BILL:	RUNNING ACCOUNT BILL				
RCC:	REINFORCED CEMENT CONCRETE				
RDSO:	RESEARCH DESIGNS AND STANDARDS ORGRANISATION				
RE WALLS:	REINFORCED EARTH WALLS				
RITES:	RAIL INDIA TECHNICAL AND ECONOMIC SERVICE				
RM:	RUNNING METER				
RMC:	READY MIXED CONCRTE				
RNN:	RAJANUKUNTE RAILWAY SATATION				
ROB:	ROAD OVER BRIDGE				
ROR:	RAIL OVER RAIL				
ROW:	RIGHT OF WAY				
RPF:	RAILWAY PROTECTION FORCE				
RQD:	ROCK QUALITY DESIGNATION				
RRI:	ROUTE RELAY INTERLOCKING				
RSI:	RAIL STRUCTURAL INTERACTION ANALYSIS				
RT:	RADIOGRAPHY TEST				
RUB:	ROAD UNDER BRIDGE				
S&T:	SIGNALLING AND TELECOMMUNICATION				

LIST OF ABBREVATIONS					
ABBREVIATION	FULL FORM				
SAP:	SYSTEMS APPLICATIONS AND PRODUCTS IN DATA PROCESSING				
SAW:	SUBMERGED-ARC-WELDING				
SBI:	STATE BANK OF INDIA				
SCADA:	SUPERVISORY CONTROL AND DATA ACQUISITION				
SCC:	SPECIAL CONDITIONS OF CONTRACT				
SCC:	SPECIAL CONDITIONS OF CONTRACT				
SD:	SECURITY DEPOSIT				
SDR:	STRATEGIC DEBT RESTRUCTURING				
SDR:	STRATEGIC DEBT. RESTRUCTURING				
SE:	SECTION ENGINEER				
SFMS:	STRUCTURED FINANCIAL MANAGING SYSTEM				
SHE MANUAL:	SAFETY, HEALH AND ENVIRONMENT MANUAL				
SLS:	SERVICEABILITY LIMIT STATE				
SOD:	SCHEDULE OF DIMENSION				
SPCB:	STATE POLLUTION CONTROL BOARD				
SPT:	STANDARD PENETRATION TEST				
SPV:	SPECIAL PURPOSE VEHICLE				
Sr. DSTE:	SENIOR DIVISIONAL SIGNALLING AND TELECOMMUNICATION ENGINEER				
Sr.DEE:	SENIOR DIVISIONAL ELECTRICAL ENGINEER				
Sr.DEN:	Sr.DEN: SENIOR DIVISIONAL ENGINEER				
SRR:	SUBMISSION RESPONSE REQUEST				
SRR:	SUBMISSION RESPONSE REQUEST				
STR:	SCHEDULE OF TECHNICAL REQUIREMENT				
STR:	SCHEDULE OF TECHNICAL REQUIREMENTS				
SWR:	SOUTH WESTERN RAILWAY				
T&P:	TOOLS AND PLANTS				
TAD:	TEMPORARY ARRANGEMENT DRAWINGS				
TBM:	TEMPORARY BENCH MARK				
TDS:	TAX DEDUCTION AT SOURCE				
TPIA:	THIRD PARTY INSPECTING AGENCY				
TRD:	TRACTION DISTRIBUTION				
TSS:	TRACTION SUB STATION				
UPS:	UNINTERRUPTIBLE POWER SUPPLY				
UPV:	ULTRA SONIC PULSE VELOCITY				
UPVC:	UNPLASTICIZED POLYVINYL CHLORIDE				
USD:	U S DOLLAR				
USSOR:	UNIFIED STANDARD SCHEDULE OF RATES				
UT:	ULTRASONIC TEST				
VC:	VIDEO CONFERENCING				
WBS:	WORK BREAKDOWN STRUCTURE				
WMM:	WET MIX MACADAM				
WPQRS:	WELDING PROCEDURE QUALIFICATION RECORDS				
WPSS:	WELDING PROCEDURE SPECIFICATION SHEET				

SECTION 1: INVITATION FOR TENDERS (IFT)

Tender Notice No. KRIDE/2025-26/OW/WORK_INDENT31

- 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 Baiyappanahalli Hosur Doubling Railway Project in Bangalore Division of South Western Railway Proposed CTR work for strengthening the existing loop line to main line standards, Pre NI/NI works at Karmelaram station and track maintenance works at Bellandur, Karmelaram, Huskur stations and newly commissioned track and yards between Bellandur Karmelaram station."
- 2. Tender documents may be accessed on e-portal, http://kppp.karnataka.gov.in. The tender can be downloaded in the portal as per prescribed date and time published in the e-portal. Only Interested Bidders who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee /transaction fee is non-refundable.
- 3. The firm will be selected under Least Cost Selection (LCS) Procedures and in a Full Technical Proposal (FTP), format as described in this RFQ.
- 4. More details on the Services are provided in the Section
- 5. Terms of Reference (TOR). 5. The consulting firms meeting the minimum eligibility criteria shall only apply (For minimum eligibility criteria please refer Data sheet)
- 6. The issue of this RFQ does not imply that the Employer is bound to accept any Bid that they receive, and the Employer reserves the right to reject all or any of the Bids without assigning any reason whatsoever.
- 7. The Employer reserves the right to cancel the procurement process at any time without assigning any reasons.
- 8. Other details can be seen in the tender documents.

NAME OF WORK	APPROX.VALU E OF WORK	TENDER SECURITY / EMD	PERIOD OF COMPLETION
Baiyappanahalli – Hosur Doubling Railway Project in Bangalore Division of South Western Railway – Proposed CTR work for strengthening the existing loop line to main line standards, Pre NI/NI works at Karmelaram station and track maintenance works at Bellandur, Karmelaram, Huskur stations and newly commissioned track and yards between Bellandur – Karmelaram station.	₹ 22,81,641/- Excl GST	₹ 23,000/- Refer ITT clause 13.7	06 months

Date: 03.04.2025

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

SL.NO	DESCRIPTION	PAGE				
A. GENER	RAL					
1	SCOPE OF TENDER	12-13				
2	ELIGIBLE TENDERERS	12-13				
3	QUALIFICATION OF THE TENDERER					
B. TENDE	R DOCUMENTS					
4	4 CONTENT OF TENDER DOCUMENTS					
5	AMENDMENT OF TENDER DOCUMENTS					
C. PREPA	RATION OF TENDERS					
10	DOCUMENTS COMPRISING THE TENDER					
11	TENDER PRICES	13-15				
12	TENDER VALIDITY	13-13				
13	EARNEST MONEY DEPOSIT					
14	FORMAT AND SIGNING OF TENDER					
D. SUBM	SSION OF TENDERS					
15	SEALING AND MARKING OF TENDERS					
16	DEADLINE FOR SUBMISSION OF TENDERS					
17	LATE TENDERS					
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E. TENDE	R OPENING AND EVALUATION					
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20	PROCESS TO BE CONFIDENTIAL					
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25	TENDER OPENING					
F. AWAR	D OF CONTRACT					
26	AWARD CRITERIA					
27	EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS	17 -18				
28	NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT					
29	SECURITY DEPOSIT					
30	DEATH OF CONTRACTOR					
31	CORRUPT OR FRAUDULENT PRACTICES					

A. GENERAL

1. SCOPE OF THE TENDER:

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

2. ELIGIBLE TENDERERS:

- **2.1** The Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of Karnataka, Govt of India and PSUs.
- 2.2 JOINT VENTURES: TENDERS FROM JOINT VENTURES ARE NOT ACCEPTABLE.
- 3. QUALIFICATION OF THE TENDERER.
 - 3.1 All the tenderers shall provide the requested information accurately and in sufficient details in section 3: Form of Tender and Qualification information.
 - 3.2 To qualify for award of this contract, each tenderer in its name should have in the last five years i.e. 2020-21, 2021-22, 2022-2023, 2023-24, 2024-25).
 - (a). Achieved in at least one financial year a minimum financial turnover (In Similar nature of work) of ₹ 22.81 Lakhs.
 - b). The Tenderer/Firm/Company should have satisfactorily completed, as prime contractor for at least one similar work such as "Any Permanent way work of track linking and/or Rail renewal and / or Sleeper renewal and/or turnout renewal and/or track maintenance work for a value not less than ₹ 6,73,084/- in any Government/PSU Completion certificate shall be submitted.
 - (c). Deleted
 - (d). Deleted.

Similar work is defined as below:

- "Any Permanent way work of track linking and/or Rail renewal and/or Sleeper renewal and/or turnout renewal and/or track maintenance work.
- 3.3 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*5 - B) Where

A =Maximum value of civil engineering works executed in any one year during the last five years (*updated* to 2024-25 price level) taking into account the completed as well as works in progress.

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

B = Value, at **2024-25 price level**, of existing commitments and on-going works to be completed during the next 0.5 year form the probable date of Award of this contract.

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

- **3.4** Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:
 - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

- 4.1 The set of tender documents shall have all the Sections given in Content:
- 4.2 Both the sets should be completed and returned with the tender.

5. Amendment of Tender documents

- 5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addendum/Corrigendum.
- Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
- To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

- 6.1 The tender submitted by the Tenderer shall in one cover and shall contain the documents as follows:
 - **a)** Earnest Money Deposit& tender Processing fee; on line payment through Karnataka Public Procurement platform.
 - b) Qualification Information as per formats 1 to 4 uploaded separately and to comply the task created in the Karnataka Public Procurement Portal under General terms and Conditions and Technical parameters and Documents required from Tenderer.
 - c) The Tender (in the format indicated in Section 4)
 - d) Priced Bill of Quantities (Section 8); online through Karnataka Public Procurement portal, no hardcopy of commercials should be attached or disclosed.

7. Tender prices

- 7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 7.2 The bidder has to quote their financial offer over and above the tender value.

8. Tender validity

- 8.1 Tenders shall remain valid for a period not less than **NINETY (90) DAYS** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period <u>shall be rejected by the Employer as non-responsive</u>.
- In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

The tenderer shall furnish, as part of his tender, earnest money deposit shall be an amount of Rs. 25,000/-. The Earnest money Deposit shall be in Single part. i.e Rs. 23,000/- by e-payment.

Tender Transaction fee and Earnest Money Deposit.

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)

NEFT payment procedure If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted.

The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at Axis Bank until the contract is closed.
- b) The entire EMD amount for a particular tender has to be paid in a single transaction.
- c) For details on e-Payment services refer to Karnataka Public Procurement portal for more details on the process.
- d) The earnest money deposit of unsuccessful tenderers will be returned only after issues of Letter of Acceptance to the successful bidder.
- e) The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and submit the required Security Deposit.
- 9.6 The earnest money deposit may be forfeited:
 - (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
 - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

- (c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) Sign the Agreement; or (ii) furnish the required Security Deposit.

10. Format and signing of Tender

- 10.1 The Tenderer shall prepare one original document by duly signed by authorized person and upload the same in KPP Portal no hard copy will be considered.
- The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender and same to be uploaded.
- 10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

11. Sealing and marking of tenders

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

12. Deadline for submission of the Tenders

- 12.1 Tenders must be submitted online in kppp.karnataka.gov.in on or before the submission date and time published in procurement portal.
- The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 In online kppp.karnataka.gov.in system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the procurement portal will not be available.

14. Modification and Withdrawal of Tenders

Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the procurement portal.

Note; In eProcurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/can cell bid before the bid submission time /Date.

E. Tender opening and evaluation

15. Opening of Bid of Tenderers and evaluation:

- The Employer will inform all the Tenderers the time, date and venue fixed for the opening of the Bid containing the priced Tenders. The Employer will open online the Bids of Tenderers at the appointed time and date (as indicated in the e-Procurement Portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- The Tenderer's names, the Tender prices, the total amount of each Tender, any discounts, tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening. K-RIDE is not responsible for any error/issue in the portal which leads to rejection of offer by portal.
- 15.3 The Employer shall prepare minutes of the Bid Tender opening, including the information disclosed to those present in accordance with Sub Clause 16.2.

16. Process to be confidential

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

17. Clarification of Tenders

- 17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.
- 17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

18. Examination of Tenders and determination of responsiveness

- 18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.
- A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

19. Correction of errors

- 19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
- (a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and
- (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20. Evaluation and comparison of Tenders

- 20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.
- 20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
 - (a) making any correction for errors pursuant to Clause 19; and

- (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.
- 20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) gualified in accordance with the provisions of Clause 3.

In case of more than one Tenders are evaluated to be lowest, the contract will be awarded to the tenderer with higher average annual construction turnover (calculated as total certified payments received for contracts in progress or completed) in equivalent INR within the last two financial years.

22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

23. Notification of award and signing of Agreement

- 23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- The notification of award will constitute the formation of the Contract, subject only to the furnishing of a security deposit in accordance with the provisions of Clause 24.
- 23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

24. Security deposit

- 24.1 Within 21 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price: plus additional security for unbalanced tenders in accordance with clause 25.5 of ITT & Clause 44 of the conditions of contract for all works.:
 - Only Bank Guarantee in the form of given in section 9 is accepted and no other payment mode is accepted.
- 24.2 The Security deposit if furnished in cash or demand draft can, if requested, be converted to interest Bearing securities at the cost of the contractor. DELETED
- 24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25. Corrupt or Fraudulent practices

- 25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:
 - (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK 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 contract.
- 25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

26.0 **Death of contractor**

In case of death of contractor after executing the agreement / commencement of the work, is legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cause of the work.

SECTION 3:

FORMS OF TENDER,

AND QUALIFICATION INFORMATION

TABLE OF FORMS:

- FORM OF TENDER
- QUALIFICATION INFORMATION
- LETTER OF ACCEPTANCE\NOTICE TO PROCEED WITH THE WORK
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM
- SELF DECLARATION OF TENDERER (NOT BLACKLISTED)
- SELF DECLARATION OF TENDERER (NOT HAVING LITIGATION)

Form of Tender

Baiyappanahalli – Hosur Doubling Railway Project in Bangalore Division of South Western Railway – Proposed CTR work for strengthening the existing loop line to main line standards, Pre NI/NI works at Karmelaram station and track maintenance works at Bellandur, Karmelaram, Huskur stations and newly commissioned track and yards between Bellandur – Karmelaram station.

: RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Samparka Soudha, 1st Floor,

Dr. Rajkumar Road, Opposite Orion Mall. Rajajinagar 1st Block, Bengaluru-560010 Tel 080-24482800 Email: gmprocurement@kride.in GENTLEMEN. We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ [in figures] ______) [in words].¹² This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents. We attach herewith our current income-tax clearance certificate. Yours faithfully, Authorized Signature: Name & Title of Signatory: _____ Name of Tenderer _____ Address: class with registration No. _____

Qualification Information

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1	Constitution or legal status of Tenderer	[Attach copy]	
	Place of Registration No.)		
		(Attach Copy)	
	Principal place of business:		
		Year	Amount
1.2	Total value of civil engineering construction works	2020-21	
	executed and payments received in the last five years (in Rs. Lakhs)	2021 -22	
	Attach Certificate from Chartered Accountant)	2022 -23	
	Turnover certificate, Audited and certified Balance sheet and	2023-24	
	profit / loss Accounts for last five financial (2020-21 to 2024-25) years with a certificate of verification issued by the chartered	2024 -25	

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

Project Name	Name of Employer	Description of work	Contact Number	Value of Contract (Rs. lakhs order)	Date of issue of work	Specified period of	Actual date of completion	Remarks explaining reasons for delay in completion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

(As per clause 3.2(b) of section 3)

Attach certificate from Engineer-in-charge

Seal & Signature of Tenderer

- 1.4 Information on works for which Tenders have been submitted and works which are yet to be completed on the date of this Tender
- (A) Existing commitments and on-going works:

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

Client/Employer signature (Not below the rank of Executive Engineer)

(as per clause 3.3of section-2)

Note:-If there is no ongoing works, notarized self-declaration shall be submitted, otherwise tender is liable for rejection.

Attach certificate from Engineer-in-charge

Seal & Signature of Tenderer

(B) Works for which Tenders already submitted:

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

(as per clause 3.3of section-2)

Note:-If there is no tender submitted, notarized self-declaration shall be submitted, otherwise tender is liable for rejection.

- 1.5. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
- 1.6 Construction equipment owned by the tenderer and equipment proposed to be deployed on this contract, if awarded;
- 1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years; [as per clause 3.2(a)of section-2
- 1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.
- 1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
- 1.10 Proposals for subcontracting components of works amounting to more than 20% of the contract price [for each, the qualifications and experience of the identified sub-contractor in the relevant fields should be attached.]

Letter of Acceptance

(Letterhead paper of the Employer)

		Date:
To: _		
_		
_		
Dear Sirs,		
		for execution of the Baiyappanahalli – Hosur
-		outh Western Railway – Proposed CTR work for dards, Pre NI/NI works at Karmelaram station and
•	.	Huskur stations and newly commissioned track
-		[name of the contract and identification number, as given
	tructions to Tenderers] for the Contract Price of Rug and modified in accordance with the Instructions to	pees () [amount in words and figures], as Tenderers is hereby accepted .
within 2		from detailed in Para 24.1 of ITT for an amount of Rsd upto 28 days from the date of expiry of Defects Liability on ass stated in Para 24.3 of ITT will be taken.
	· ·	Yours faithfully,

Issue of Notice to proceed with the work

(Letterhead of the Employer)

То	———— (Date
Dear Sirs:	
agreement for the Baiy Western Railway – P Pre NI/NI works at Ka	hing the request security deposit as stipulated in ITT clause 24.1 and signing of the contract pappanahalli – Hosur Doubling Railway Project in Bangalore Division of South roposed CTR work for strengthening the existing loop line to main line standards armelaram station and track maintenance works at Bellandur, Karmelaram, Huskur ommissioned track and yards between Bellandur – Karmelaram station.
Tender Price of Rs with the contract docum	, you are hereby instructed to proceed with the execution of the said works in accordance ents.
	Yours faithfully,

Agreement Form

This	agreen	nent,	made	the		day of			_, between and address o	
(here	einafter o	alled	"the En	nployer") of the	one part an	nd		[IIaIIIC C	and address (n Lilipioyei]
		-					ne and addres	s of contrac	tor] (hereinafte	er called "the
	ractor")						ъ.		5	.
		-	•	s desirous tha						-
-		_		Division of S		-	-		_	_
	•	•		ain line stand	•					
				armelaram, F			•		-	
				ı m station. [n				- \		,
			•	ed the Tender	•			•	on of such Wo	orks and the
reme	edying of	any	defects	therein at a cor	ntract price o	of Rupees				
NOV	/ THIS A	GRE	EMENT	WITNESSET	H as follows:	:				
1.	In this	Aaree	ment v	vords and expr	ession shall	have the sam	e meanings a	s are respe	ctively assigne	ed to them in
•				ntract hereinaf						
	part of t	this A	greeme	nt.						
2.	In cons	idera	tion of t	the payments t	to be made	by the Employ	ver to the Co	ntractor as	hereinafter me	entioned, the
				ovenants with the						
				spects with the						
3.	The En	nploye	er herel	by covenants to	o pay the C	Contractor in co	onsideration o	f the execu	tion and comp	letion of the
	Works a	and th	ne reme	dying the defec	ts wherein t	he Contract Pri	ice or such oth	ner sum as r	nay become pa	
	the pro	vision	s of the	Contract at the	e times and	in the manner _l	prescribed by	the Contrac	t.	
4.	The foll	owing	g docum	nents shall be d	leemed to fo	orm and be read	d and constru	ed as part o	f this Agreeme	nt, viz:
	i)	Lett	er of Ac	ceptance;						
	ii)			oceed with the	works;					
	iii)			s Tender;						
	iv)		tract Da		ludina Cnoo	ial Canditions	of Contract):			
	v) vi)		cificatio	of contract (inc	luding Spec	iai Conditions (or Contract),			
	vii)		wings;	,						
	viii)			itities; and						
	ix)	Any	other d	ocument listed	in the Contr	ract Data as for	rming part of t	he contract.		
In wi	tness wh	nereo	f the pa	rties thereto ha	ve caused t	his Agreement	to be execute	ed the day a	nd year first be	fore written.
The	Commor	n Sea	l of							
				e presence of:						
Sign	ed, Seal	ed an	d Delive	ered by the said	d					
in the	e presen	ce of								
				loyer						
Bindi	ina Sian	ature	of Cont	ractor						

SELF-DECLARATION OF TENDERER

(AFFIDAVIT ON A NON-JUDICIAL STAMP PAPER OF value as per Stamps & Duty)

(DULY NOTARIZED)

1. I/We hereby Contractor and declare that my/our Contractor/company M/sis not
blacklisted/delisted or debarred or on Holiday list with any company of Private/Public Ltd. or Government Company/Govt dept. from participating in the tender as on date.
2. I/We hereby Contractor and declare that my/our Contractor/company M/s has never beer
terminated/ foreclosed/ reduced/ rescinded with any company i.e. Private/Public Ltd. or Government Company/Govt. dept./ PSU etc.
3. I/We hereby Contractor and declare that my/our Contractor/company M/s has never been put on defaulter list by EPF/ESI. etc.
4. I/We hereby Contractor and declare that my/our Contractor/company M/s is /are no involved in any illegal activity and/or has not been charge sheeted for any criminal act during last five years.
5. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our applications are found other-wise or incorrect or false at any stage, my/our Contractor/ company shall stand debarred from the present and future tenders of the K-RIDE shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded, without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.
I/We know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidavit
(Signature of Authorized Signatory)
DEPONENT
Verified at
Signature of Tenderer
DEPONENT
(Signature & Seal of Notary)

SELF-DECLARATION OF TENDERER (AFFIDAVIT ON A NON-JUDICIAL STAMP PAPER OF value as per Stamps & Duty) (DULY NOTARIZED)

1. I/We hereby Contractor and declare that my/our Contractor/company M/s is /are n involved in any litigations/disputes with earlier works awarded employers.
2. I/We further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in or applications are found other-wise or incorrect or false at any stage, my/our Contractor/ company shall stand debarre from the present and future tenders of the KSPDCL shall be entitled to take all such actions as may be deemed fit under the provision of this Agreement as well as under the frame work of law including termination of contract, if awarded without any claim for any compensation, damages, costs etc. whatsoever on account of such premature closure of the contract.
I/We know that to swear a false affidavit is a crime under the law and with such knowledge only I have swear this Affidav
(Signature of Authorized Signatory)
DEPONENT
Verified at
Signature of Tenderer
DEPONENT
(Signature & Seal of Notary)

SECTION 4: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

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

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

Compensation events are those defined in Clause 34 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

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

Contract.

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

The Contractor's Tender is the completed Tender document submitted by the Contractor

to the Employer.

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

Days are calendar days; months are calendar months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Tender
 - (4) Contract Data
 - (5) Conditions of Contract
 - (6) Specifications
 - (7) Drawings
 - (8) Bill of quantities and
 - (9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

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

Employer's decisions

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

5. Delegation

4.

Local Acts.

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

6. Communications

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

7. Subcontracting - Deleted

8. Other Contractors

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

9. Personnel

- 9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

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

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.

12. Contractor's risks

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

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

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

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

16. Safety

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

17. Discoveries

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

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

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

20. Instructions

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

B. Time Control

21. Program

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

22. Extension of the Intended Completion Date

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

23. Delays ordered by the Employer

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

24. Management meetings

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

C. Quality Control

25. Identifying defects

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

26. Tests

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

27. Correction of defects

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

28. Uncorrected defects

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

D. Cost Control

29. Bill of Quantities (BOQ)

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

30. Variations

- 30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
 - (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
 - (b) Omit any item of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works; and
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- The Contractor shall promptly request in writing to the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the employer.

31. Payments for Variations

- Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from, in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1, 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

- 31.6 if the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

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

33. Payments

- Payments shall be adjusted for deductions for retention, other recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the contractor within 60 days of submission of the bill.
- Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

34. Compensation events

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

35. Tax

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

36. Liquidated damages

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

37. Cost of repairs

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

E. Finishing the Contract

38. Completion

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

39. Taking over

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

40. Final account

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

41. As built drawings

- 41.1 If "as built" Drawings are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

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

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

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

- When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.
- 42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

- 43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.
- 43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

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

45. Release from performance

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

F. Special Conditions of Contract

1. Labour:

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

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

2. Compliance with labour regulations:

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

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

3. Protection of Environment:

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

4 Additional Condition

- 4.1 Conditional tenders will not be accepted.
- 4.2 Material like Steel, Cement, Bitumen etc., required for the work shall be procured by the contractors themselves & should be got tested by the quality control authority, before use on the work.
- 4.3 Department will not supply any material.
- 4.4 1% of the bill amount would be deducted towards Labour welfare funds.
- 4.5 All royalties and taxes will be deducted as notified by the Government from time to time.

SECTION 5: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: Clause Reference

The Employer is: Name: General Manager/Civil/Projects [1.1]

Address: RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Samparka Soudha, 1st Floor,

Dr. Rajkumar Road, Opposite Orion Mall,

Rajajinagar 1st Block, Bengaluru-560010

Tel 080-24482800

Name of authorized Representative: As Directed by General Manager/Civil/Project

The name and identification number of the Contract Baiyappanahalli – Hosur Doubling Railway Project in Bangalore Division of South Western Railway – Proposed CTR work for strengthening the existing loop line to main line standards, Pre NI/NI works at Karmelaram station and track maintenance works at Bellandur, Karmelaram, Huskur stations and newly commissioned track and yards between Bellandur – Karmelaram station.

The Works consist of The scope of work is broadly includes, "Carrying out Complete Track renewal of existing 52 kg track to 60 kg wide base sleeper track and carrying out Pre NI/ NI works at Karmelaram station and carrying out maintenance works in the new doubling line for a period of about 3 months after commissioning of the Belandur – Karmelaram section including HUKUR, Karmelaram and Belandur Yards as per the instructions of Engineer – in – Charge in connection with Doubling Projects being executed by K- RIDE" [brief summary, including relationship to other contracts under the Project].

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **06 Months** [15, 22]

(At the time of preparation of the tender document give the period required for completion of work. When the Agreement is drawn after award of the contract, the dates can be put in)

The following documents also form part of the Contract: [2.2]

- 1. Tender document.
- 2. SWR USSOR 2022
- 3. IRPWM 2024 with latest correction.

The Site Possession Date is: one week after the issue of the work order' [18]

(At the time of preparation of the tender document give the period after the issue of the work order, when the

site would be made available to the contractor fro example 'one week after the issue of the work order'.

The Site is located Baiyyappanahalli – Hosur Doubling Project [1.1]

The Defects I	∟iabilitv	Period	is	06 months

[27]

(The period should depend upon the period required for testing of the work. In case building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structure, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal which ever is lower: roads and highways passing of one monsoon (12 months)

The liquidated damages for the whole of the works are

(The amount is usually computed on the basis of 0.1% the contractor price per day. The amount has to be specified as a round figure nearest to the hundred)

The maximum amount of liquidated damages for the whole of the works [36] is ten percent of final contract price.

Deleted [41]

Deleted [41]

The following events shall also be fundamental breach of the contract: [42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be <u>30</u> percent. (Change if need be. It should be sufficient to get the balance works completed by alternative agency) [43.1]

SECTION 6: SPECIFICATIONS

TECHNICAL SPECIFICATION FOR TRACK WORKS

- This Contract shall be governed by the General Conditions of Contract, Indian Railways P.Way Manual, Indian Railway Track Manual, Schedule of Dimensions and the standard specifications for track works. In case of contradictions, the clauses under these Special Conditions shall prevail. All the latest correction slips for the above is also applicable.
- The Tenderer in his own interest should visit the site of work with the concerned Sr. Executive/ Manager/ Sr. Manager or with their authorized representatives after fixing up an appointment with them in advance and ascertain the nature and quantum of work, site conditions, availability of approach roads, availability of labour, water, electricity, land for labour camps, availability of P.Way materials, accessories, speed restrictions, market rate for various raw materials transport etc. before quoting the rates for this tender.
- The total period of the contract execution is basically a period of validity of the contract. It needs to be understood that the actual execution period for the work has to be much less. The contractor should be able to complete the P.Way works within a period of 2 months from the date of supply of major chunk of long rails.
- During the core working period, i.e. after supply of long rails, the contractor should be able to mobilise adequate number of labour for various track activities till the section is finally commissioned and even beyond that for completing the remaining jobs if any and for removing / complying deficiencies noticed during joint inspections.
- The contractor should be able to expeditiously link the Turnouts as soon as the Turnout sleepers are allotted. It is quite possible that supply of Turnout sleeper sets is completed only a month before the target date of commissioning. Thus, the contractor should mobilise adequate number of batches who can independently take up the job of linking of Turnouts.
- During pre-NI/ NI works, contractor should mobilize adequate number of labour apart from rail lorries, JCBs, Poclains, Cranes, etc.
- 7) Immediately after commissioning of section, the contractor should keep adequate labour at each yard, so that all leftover works and balance works are completed, speed restrictions are relaxed to normal speed within 15 days to 30 days from date of commissioning.
- 8) Contractor should mobilise the required resources to execute the work as per the instruction of the Engineer -in-charge.
- The Contractor shall not start any work on the track under traffic conditions without the presence of the KRIDE's supervisor at site. In case the contractor or his representative starts any work in the absence of the supervisor, it shall be treated as unauthorized and illegal tampering with the track and shall be liable for action under the Railway's Act.
- No road vehicle/machines/road cranes should be allowed to work without safety barricading adjacent to the running track for carrying out works of doubling or any works adjacent to running tracks.
- Barricading concrete posts if available at site along the track are to be used as protective fencing /barricading while carrying out track linking/ballasting works duly providing nylon rope, repainting the posts. This barricading shall be maintained in good condition throughout the contract period. No extra payment shall be paid for this.

- 12) If barricading is required to be provided in any stretch where no barricading posts were provided earlier, payment for providing barricading in such stretches only shall be made as per relevant item.
- Dumping of ballast and spreading of ballast can be done only after carting of sleepers. The pace of dumping of ballast needs to be expeditious. Ballast required for the cribs and shoulders need to be dumped on the sides so that after linking of track, the extra ballast dumped on the sides can be brought into the cribs and on the shoulders. Thus, any additional topping / carting of the ballast should generally be avoided after linking of the track.
- The lifting of PSC sleepers once allotted needs to be done expeditiously within a short period as it effects the allotment of PSC sleepers further. The contractor should complete the transportation of PSC sleepers within a period specified by the Engineer in-charge. The contractor shall make adequate transportation arrangements on day-to-day basis to the extent of loading capacity of Sleeper Factories for transportation of PSC Sleepers.
- The contractor should complete the transportation of Class-II / Service Rails within a period specified by the Engineer in-charge. Class-II / Service Rails will be made available generally at the loading points where trailer can reach., However, this may involve some leading, contractor should make arrangements for leading of Rails.
- The progress of works in station yards should match with the progress of works in mid-section to complete all the required works for presenting the section for CRS inspection.
- Mobilisation for execution of civil works should be inline with the mobilization of track linking works so that both the works should be completed at same time.
- In case trains are detained at or on the approach of the work spot or at station due to the reason that the work spot is considered unsafe on account of bad workmanship by the contractor or the track parameters being unsatisfactory for safe passage of trains or due to contractor leaving the work unfinished or due to the work being delayed beyond the allotted time, due to inadequate labour, then, under such situations KRIDE is at liberty to impose a penalty on the contractor on this account. However, the total amount of penalty thus imposed during the entire currency of the contract shall not exceed 10% of the agreement value. The penalty thus determined by the KRIDE shall be final and binding on the contractor.
- Further, in case train accident occurs at a work spot and the Enquiry Committee set up by the KRIDE/ Railway Administration to investigate the cause of the accident or Commissioner of Railway Safety decides that the cause of the accident is due to the contractors negligence or due to poor workmanship and if the contractor is held responsible, the contract is liable to be terminated forthwith notwithstanding the provision of GCC/ PCC of the contract. In addition, the amount of damages as decided by the Accident Enquiry Committee/ Commissioner of Railway Safety is liable to be recovered from the contractor. This amount of damage will be over and above the penalty specified under item 18 above.
- Traffic blocks if required to carry out certain track works will be arranged by the Railways. Actual availability of block would depend on flow of traffic and there may be variations in availability of block vis-a-vis those planned. The labour should be judiciously deployed for other activities wherever block planned is not available and no compensation is payable in case block planned is not available. No claim on such account shall be considered.
- The Contractor shall proceed with the work in a systematic manner so as to ensure that the stretch of track under speed restriction and its duration are kept to a minimum. The decision of the Engineer in this respect shall be final and binding. The Engineer may regulate certain activity / item of work till the track is attended to restrict the length under speed restriction. No compensation is payable when such restrictions are imposed on the progress of certain activity / item of work.

- The work shall be so carried out that there is no infringement to the Railway's Schedule of dimensions and it should be ensured that no loose materials are left near the track without watch and ward.
- The Contractor shall arrange for "Lookout man" and provide men for protection to warn his workers of any approaching train. No compensation will be paid by KRIDE in case of injury or death to the Contractor's labour. The contractor shall indemnify the KRIDE of any responsibility in this regard. The Contractor may obtain Group Insurance in respect of his workers.
- At each site of work, the Contractor shall employ and post one technical supervisor who should have adequate experience in execution of track works and safety rules. The name, technical qualification and details of experience of the technical supervisor as employed shall be advised to the Engineer. If in the opinion of the Engineer, the Supervisor is not fit to be in-charge of the work, he shall be forthwith replaced. In this matter, the decision of the Engineer shall be final and binding on the contractor.
- The Contractor's technical Supervisor shall be present at the site, at all times when the work is being executed. The Contractor shall employ adequate number of qualified & experienced workers to give consistent and desired progress every day. The labour strength is to be suitably maintained as desired to match with the desired progress/availability of materials for works etc.,
- **26)** For executing the works, the contractor has to arrange his own tools, plant and equipment.
- The contractor has to arrange the following p.way tools required for the work with operators in sufficient quantity depending upon the number of sites the work is taken up and also according to the labour force.
 - i. Rail tongs
 - ii. Crow bar
 - iii. Spanners including box spanners
 - iv. Hammer
 - v. Beater
 - vi. Shovel
 - vii. Track lifting jack
 - viii. Gauge cum level
 - ix. Rail cutting machine with consumables including appropriate size of rail cutting blade.
 - x. Rail drilling machine with consumables including drill bits etc.,
 - xi. Wire brush; Wire claws
 - xii. Painting brush
 - xiii. ERC extractor
- However, KRIDE will issue at the depot (free) under acknowledgment, the jim crow as and when required and the contractor is responsible for collecting the same from the depot and return back the same at the depot under acknowledgment.
- **29)** Contractor should mobilise 2 Nos of blacksmith batches per yard.
- The contractor shall arrange safe custody of the materials supplied / hired to him. In case of loss of KRIDE/
 Railway materials or damage, the KRIDE will recover the cost of the lost material or penalt for damage as
 per Rules. Once the KRIDE materials are issued to the contractor, he shall not move the materials to other
 workspot. Any violation in this regard will be viewed seriously.
- Loose materials / tools shall not be allowed to be scattered along the line and these materials shall always be neatly stacked and watched with contractor's watchmen.
- 32) Issue of materials to the contractor or his nominated representative will be on vouchers and the materials thus issued are to be accounted for by the contractor either in the track as fitted or as surplus materials

having been returned to the KRIDE under proper acknowledgment. He shall be responsible for any shortage till the track is taken over by the Engineer-in-charge.

- Similarly, whenever any p.way is to be dismantled the inventory of the existing p.way material shall be jointly taken and signed by both the parties. Payment for dismantling item in the schedule will be considered only after handing over / reconciliation of the released materials.
- Site Order Books, progress registers and materials issue registers shall be maintained at site and entries shall be recorded on day-to-day basis in the registers and signed jointly by KRIDE's Supervisor and by the contractor or his authorized representative. All details of various stages of work, impose and removal of speed restrictions, measurement of track parameters, accountal of released materials, etc., shall be recorded therein.
- The contractor shall always comply with the instructions / directives issued by the Engineer's representative from time to time. In the event of non-compliance with the instructions / directives, apart from and in addition to other remedies available to the KRIDE as specified hereinabove, the Engineer's representative may employ at the worksite, the required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of traffic
- The decision of the Engineer's representative in regard to the need, appropriateness and adequacy of the deployment of the required workers with necessary equipment shall be intimated in writing by the Engineer's representative to the contractor, soon after such deployment and the charges for the same shall be payable by the contractor.
- If the contractor persistently does not comply with the instructions / directive of the Engineer's representative, apart from and in addition to the remedies available to the KRIDE as specified hereinabove without prejudice to the KRIDE's rights in this regard, the Engineer's Representatives which for the purpose of this contract shall also include the Executives/ Asst Manager/ Managers appointed by the KRIDE, can suspend the contractor's work till the Engineer's representative is satisfied that the contractor has taken necessary steps to comply with the instructions / directives issued by the Engineer's representative. The decision of the Engineer's Representative in this regard shall be final, conclusive and binding on the contractor. The contractor shall not have any claim whatsoever against the KRIDE for such suspension of the work.
- During such period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the worksite. Any such attempt on the part of the contractor shall tantamount to tampering of the Railway track for which the contractor shall be liable for appropriate action under relevant provisions of the Railway's Act.
- All items such as Rails, sleepers, cotters, Elastic Rail Clips, rubber pads, liners, fish plates, bolts, check blocks, bolts and nuts, keys, bearing plates, plate screws, other fittings etc. will be supplied at the nearest construction stores depot unless otherwise expressly specified in the respective items of Annexure. The contractor has to lead the materials to the site of linking at his cost and the rate quoted shall include this.
- 40) For drilling holes in rails and cutting rails the contractor should make his own arrangements for using drilling and cutting machines, rail cutting blades, drill bits etc. The department will not supply any of these items. Cutting of rails and drilling of holes by JIM CROW OR GAS IS NOT PERMITTED unless mentioned otherwise in the items for dismantling of track.
- The fish bolt holes drilled for running rails shall be invariably chamferred by proper tools as per standard specification.
- No extra payment will be made for crossing the tracks, or for lifts/descends while unloading, leading and stacking the materials.

- Permanent way materials should be handled carefully without causing any damages. If any damage is caused, due to negligence of contractor which make these materials unfit for use on track, or for shortages, the cost thereof will be recovered from the Contractor as per extant orders. Decision of the Engineer-in-charge regarding damage or shortage will be final and binding on the Contractor.
- The cost of Permanent way materials when got broken in handling/transport, except for negligence of Contractor, will not be recovered, but broken ones should be handed over to the KRIDE depot as nominated already or as may be directed. Whether the breakages have occurred due to negligence of the Contractor or not will be decided by the Engineer-in-charge and his decision is final and binding on the Contractor.
- Materials liable to breakage, or damage by being dropped or thrown, shall be unloaded carefully by hand or other suitable means. All materials shall, after unloading, be stacked sufficiently clear of the track or the road, as the case may be and in the former case, shall remain without any possibility of infringing the minimum fixed structure dimensions when work is done near opened yards/lines.
- The entire work will be done under the strict guidance of the Engineer-in-charge or his authorised representative. The daily progress of the work will be watched and any suitable corrective measures as directed by the Engineer-in-charge or his representative should be immediately carried out wherever necessary at no extra cost.
- After each stage of lifting, in case the schedule involves lifting of track under traffic conditions, the ballast has to be properly packed and the level, gauge alignment and other track parameters are to be attended to ensure safe passage of trains.
- Prior to commencement of work, the section Engineer-in-charge and the representative of the Contractor will jointly inspect the work spot and take note of missing fittings, if any. The contractor will be responsible for any further losses till the work is completed in this length. The cost of such fittings at Railway's rates will be recovered from Contractor's bills.
- Wherever rails are unloaded they should be handled and stacked properly. The rails should be made to rest on the bottom flange and not on the sides. Support points should be fairly in one level not more than 6m apart. This will avoid permanent kinks and the need for cropping and welding of such kinks.
- The tenderer/ contractor shall arrange to provide the in-section gadget (gauge-cum-level etc.) as in PIE-Roorkee kit (PWI tool Kit) or similar for the purpose of department officials to inspect and to check the quality of the track linking. One set of such TOOL kit should be handed over to KRIDE after the completion of the work wherever the agreement value of the work exceeds Rs.25 lakhs.
- Rails, check rails, fish bolts and nuts, PSC/ST/CST-9/Wooden sleepers, Elastic rail clips, rubber pads, fish plates, check blocks, bolts and nuts and all other P. Way materials shall be supplied by the KRIDE as mentioned in the schedule. These materials will have to be led by the contractor by head loads or any other approved means at his cost.
- Rails and other permanent way materials including fittings shall be issued to the contractors progressively as the work proceeds taking care to see that the contractor shall have atleast one week's stocks in hand at any time.
- In case certain items are not available contractor has to suitably staggler/ regulate the activities duly redeploying the labour for other activities and no compensation is payable due to non-availability of P. Way materials/ fittings.

- 54) Consumable stores like graphite grease, oil etc., of approved quality required for the work will be arranged by the contractor at his cost.
- On new track and diversion, spreading 50mm stone ballast to 270 300 mm cushion (thickness) has to be done first and then rolling of ballast with contractors rollers shall be carried out. Sleepers are to be assembled and laid over the ballast to correct spacing. Rails shall be connected by means of a pair of fish plates using in the first instance only with two fish bolts and nuts, one in each rail or alternately with welding gap with single bolt. Before fishing the rail ends the fishing edges of fish plates and bolts shall be lubricated with grease, graphite and oil as directed. Correct expansion gap according to the rail temperature at the time of laying as directed by the Inspector / Engineers shall be ensured between ends of rails by inserting the liners. Cut rails will have to be used on inside of curves and drilling of fresh bolt holes in these rails shall be done by the contractor.
- Rails shall be laid in such a way that arrows on the web face, face the direction of traffic, where so directed.
- Paint marks shall be made on the rails with contractor's yellow paint as directed by the Inspector / Engineer to indicate the spacing of sleepers to be adopted.
- On the track with PSC sleepers, wooden block with A.C bearing plates with keys shall be inserted under rails at every fish plated joints one on either side of the joint at close interval as directed and the rails fastened to the A.C/M.S bearing plates with plate screws/ rail screws or spikes. In the event of KRIDE deciding not to use wooden blocks at the joints, PSC sleepers shall be provided at the joints. Railway wooden sleepers will be made available free of charge. Cutting & transportation & fixing is to be at contractor cost.
- 59) In the case of PSC sleepers, rails shall be laid on sleepers along with grooved rubber pads, fastening the rails to sleepers with elastic rail clips and grooved rubber pads GFN/Metal liners, shall be done by the contractor.
- The track shall be lifted with crow bars and the sleepers thoroughly packed. The lifted portion of the track shall be properly eased out at both ends so as to achieve a longitudinal gradient not steeper than 1 in 360 degree and to the desired cross level as directed by Engineer-in-charge. Further lifting will also be done in similar manner until the track is lifted to correct rail levels as per level marks marked on the level pegs fixed along the alignment before the commencement of lift as directed by the Engineer-in-charge. At each stage, the alignment, gauge and cross levels will be checked and defects rectified.
- The ballast shall be packed under the sleepers to the approved ballast cushion below each rail seat and 45cm on either side of the rails and the middle of the sleepers shall be packed loosely.
- The alignment of the rails shall be finally corrected, the sleepers squared, the gauge adjusted as directed, cross levels checked, lifted and repacked wherever necessary.
- The ballast section shall then be dressed to specified profile duly boxing the ballast as specified. Contractor shall ensure that sleeper top is visible while boxing.
- Ballast section shall be uniform in height, width and side slopes and brought to standard section as directed by the Inspector with the quantity of ballast made available at site. No ballast shall be left the cess, side slopes of bank or near toe of bank.
- The initial packing and picking up sags after rolling by locomotive or otherwise is part of assembling and linking item in the schedule. Additional packings required, if any, will be decided by the Engineer-in-charge and executed under appropriate schedule items.

- Any packing done earlier to rolling by locomotive/packing machine and rectification of defects developed subsequent to rolling shall be accounted as initial packing.
- Wherever additional packing is ordered such item will be operated and paid only after the track is rolled with locomotive and the defects developed after rolling such as sags, cross level, alignment etc., are attended and rectified satisfactorily as certified by Engineer/PWI in-charge of the work.
- Any sleepers which got shifted from its position or gone out of square shall be moved back and squared after loosening of the fastenings. The fastenings shall be tightened again after squaring. To correct all the above defects no extra payment is permissible.
- The track shall be slewed to correct alignment by sighting along the rail head of the base rail. It should be ensured that track does not get lifted in the process of slewing.
- **70)** Any defects developed in gauge and alignment shall be rectified. Re-gauging of PSC sleepers shall be done duly pushing the sleeper from ends under specific directions of the Inspector.
- 71) Any dip or low joint lifted correctly and packed duly packing the adjacent sleepers fully. After the base rail is thus packed for two or three rails length the cross levels shall be checked and opposite rail lifted wherever necessary and sleepers under the rail seat packed fully.
- 72) For SWP track the joint and shoulder sleepers shall be repacked and cross levels adjusted.
- 73) WITHOUT THE USE OF TRACK MACHINES, the following laying standard of track geometry measured in floating condition should be achieved by the Contractor after rolling/testing of track with the help of locomotives / track machines.

a.	Gauge	Sleeper to sleeper variation	2mm	
b.	Expansion gap	Over average gap worked out by recording 20 successive gaps.		
C.	Joints	Low joints not permitted.		
		High joints not more than	+2mm	
		Squareness of joints on straight.	±10mm	
d.	Spacing of sleepers	With respect to theoretical spacing.	±20mm	
e.	Cross level	To be recorded on every 4th sleeper	±3mm	
f.	Alignment	On straight on 10m chord	±2mm	
		Variation over theoretical versines on curves of radius more than 600m (On 20 m chord)	5mm	
		Variation over theoretical versines on curves of radius less than 600m (On 20 m chord)	10mm	
g.	Longitudinal level	Variation with reference to approved longitudinal sections.	50mm	

74) Gauge: Will be checked with standard gauge and should be 1676 mm on straight.

On curves: The gauge on curves shall be to the following standard:

On new lines gauge conversions, doublings and on lines where complete renewal or through sleeper renewal is carried out the track should be laid to a uniform gauge to the following standards.

SI. No.	Radius in metres	Gauge
1	Straight including curves of radius upto 350m and more	-5mm to +3mm
2	For curves of radius less than 350m.	Upto +10mm



TECHNICAL SPECIFICATIONS FOR TRANSPORTATION OF P.WAY MATERIALS

- i. The rails are to be handled carefully by hand or other suitable means without causing any damage and the contractor is solely responsible for the same while in his custody. Any loss or damage to the Railway/ KRIDE materials will be recovered from the contractor's bills.
- ii. Whenever the rails are required to be pulled across the Railway tracks, the contractor has to arrange for lookout men to ensure safety of men & materials for which no extra rate will be paid. The work is to be done under traffic block under the supervision of KRIDE/ PMC supervisors and contractor's competent supervisors.
- iii. Lookout men should be posted at the site of work by the contractor at his own cost to warn the labourers' of approaching trains, etc. If the contractor fails to do so, the KRIDE/ PMC will arrange for lookout men and recover the cost from contractor's bills.
- iv. While working in the electrified sections all precautions as required to be taken in such sections while handling rails should be strictly followed by the contractor. Any loss or liability on account of non-observance of such precautions will be on contractor's account.
- v. Break down to transport vehicles, if any, will be on contractor's account and contractor has to make alternate arrangements to maintain the progress to match the programme of work.
- vi. Accidents, if any, to his vehicles or to persons would be the responsibility of the contractor and KRIDE will not be responsible for any damage or compensation thereof.
- vii. The contractor must ensure the safety of labourers' engaged by him while crossing the track during the course of execution of work and the KRIDE/ PMC will not be responsible for any injury sustained by the labourer or for any fatal accident and the contractor should bear all the loss & expenditure involved.
- viii. The contractor is deemed to adhere to the Workmen's Compensation Act, State Motor Vehicles Act, Railway Act, 1989 etc., and any infringement to the same should be at his own risk & cost.
- ix. The unloading work should be commenced immediately on placement of wagons in the yard and completed within the stipulated free time. Any demurrage if charged will be at the contractor's account.
- x. Transporting work should be commenced on receipt of the acceptance letter and advise given for the transportation from different sources.
- xi. Traffic rules and rules for interstate movements should be strictly followed and the contractor should indemnify the KRIDE from any claim due to accidents & unforeseen incidents.
- xii. The rules & regulations governing placement of vehicles at the points for loading & unloading operations and transport regulations shall be strictly adhered to and non-observance thereof shall be at the sole cost & risk of the contractor. Contractor shall make his own arrangement to ascertain position of wagons to be loaded/unloaded duly keeping in touch with Station Master/Engineer-in-charge.

xiii. Rate for the work

The rate quoted shall be all inclusive covering rates for labour, transport, stacking, handling besides other charges/levies, imposed by local authorities or double handling in reasonably unavoidable cases during the course of execution.

xiv. The weight for payment will be assessed as per the theoretical weight and 5% will be reduced for wear & tear in the case of second hand materials. Wherever standard weight is not available, the payment will be based on

weighment through authorised weigh bridge or sample weighment by the Engineer, for which necessary charges has to be borne by the contractor.

xv. Location for unloading: -

All unloading/stacking shall be done in such a manner as not to cause infringement to moving dimensions of running train. In case materials are unloaded in midsection, the lead is calculated in block of 1 km. The value in excess of 500m will be rounded off to the next km., while less than 500m will be accounted to lower km.

The unloading of materials is to be done as directed by the representative of the Engineer-in-charge in the locations indicated with specific quantity for each location. In case the contractor unloads the materials in excess of required quantity at a particular location, the same is to be re-transported as directed by the Engineer-in-charge without any extra payment.

The unloading work may have to be coordinated with other contract agencies who will be executing work such as track linking, ballast collection, formation work, etc. There should be least interference for works by other agencies.

The distance for the lead to be reckoned will be through shortest practical motorable road which will be certified by Engineer-in-charge in advance, before actual commencement of the work. The actual route followed by contractor may be different but the lead will be paid as stated above, even if the route followed by the contractor is longer, as per certification of the Engineer-in-charge. The decision of the Engineer-in-charge shall be final & binding on the contractor.

SECTION 8: BILL OF QUANTITIES

USSOR	Description	Unit	Rate	Qty	Amount
No. 062010	Through Sleeper Renewal (TSR) with PSC sleepers involving removal existing sleepers of any type along with fittings from track, insertion of PSC sleepers lying along the cess / formation /slope / toe within 5 metres height with all fittings to specified spacing, gauge and squareness, one round of through packing to make track fit for 20 kmph speed, dressing of ballast to standard profile, all in accordance with the latest provisions of IRPWM and stacking of all released material neatly at specified places within an average lead of 100 m as directed by Engineer in-				
062013	For PSC wider base sleepers - For location of work not involving Deep Screening	Each	322.92	1202	3,88,145.12
083010	Lifting and packing for regrading the existing PSC sleeper track to required height / level in stages not exceeding 75mm or part thereof at a time, providing permissible ramp for the track, insertion of moorum / sand / stone ballast uniformly under the existing track and placing the same to safe approved gradient, gauge, cushion including levelling and one round of through packing to allow train movement at restricted speed of 30 kmph for a specified length with all leads & lifts and fixing, marking, painting rail level pegs at every 30m interval. Note: Lifting of track shall be done in stages as per procedure prescribed in latest edition of IRPWM to get the proposed final level as per approved working profile, as directed by Engineer incharge.	TRM	161.46	750	1,21,093.53
172030	Loading, leading and unloading of PSC Sleepers of 52Kg / 60Kg by Railway's Rail Dolly/ Dip Lorry to the nominated location under traffic in case road carriage is not possible for different leads and lift up to 5metres.				
172031	For lead up to 500 metres	MT	270.68	520	1,40,634.76
172032	For lead beyond 500 metre and up to 1 Km	MT	400.74	173.1857	69,403.09

USSOR No.	Description	Unit	Rate	Qty	Amount
172040	Loading, leading and unloading of all types of P.Way fittings and all other miscellaneous material except Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: Lead shall be the shortest motorable road length between the points of loading and unloading.				
172043	Lead beyond 10 Km and up to 20 km	MT	245.94	2	491.87
172044	Lead beyond 20 Km and up to 30 km	MT	311.48	19.8	6,167.11
137010	Anti-corrosive painting of rail outside track on rail bottom, web, foot and fishing plane with two coats of thickness of 100 microns each by bituminous black paint confirms to IS-9862 of reputed make including surface preparation, as a complete job as per procedure prescribed in latest edition of IRPWM.				
137011	For 60 Kg Rails	RM	48.08	1440	69,230.14
061020	Dismantling and removing rail of all section & length from track, laid on any type & density of sleeper by removing fish plates, fastenings & fish bolts and other materials including stacking all released materials within an average distance of 500 metres as directed by Engineer in-charge. Note: 1.Cutting of rails shall be paid separately. 2.Work to be done under traffic block.				
061021	For Through Rail Renewal work	TRM	40.57	720	29,209.61
061030	Insertion of rails of all types & length in track, laid on any type & density of sleeper to the specified gauge under traffic block. Rates include fastening of rail with sleepers with standard set of fastenings and fixing of fish plates and bolts or, if required, providing gap for welding and stacking of released material without infringement within 250m as directed by Engineer-in-Charge. Note: Rail drilling and cutting to be paid separately.				
061031	For Through Rail Renewal work	TRM	41.83	720	30,114.11
064052	Gas cutting of rail of various sections with contractor's tools & plants, as directed by engineer in-charge :				
	Rail section of 52Kg and above	Each	114.40	131	14,986.21

USSOR No.	Description	Unit	Rate	Qty	Amount
161040	Drilling holes of 16 mm to 32 mm dia. with Rail Drilling machine including chamfering with appropriate chamfering tools in all types of rail section with contractor's tools & plants, equipment, consumable with all lead & lift etc. complete, as directed by Engineer in-charge. Rail Drilling Machine will be as per RDSO Specification No. TM/SM/3, dated 24.04.1991.				
161041	Outside Track	Each	51.10	6	306.58
161042	On Running Line	Each	66.06	12	792.75
161010	Quick cutting with abrasive rail cutter of all types of rail sections including wear resistant, head hardened rails up to 110 UTS, with contractors tools & plants, equipment, consumable with all lead & lift etc. complete as directed by Engineer in-charge. Abrasive Rail Cutter will be as per RDSO Specification No. TM/SM/1 (Rev. 01 of 2012) with latest status of RDSO; Rail Cutting Wheel Abrasive Disc will be as per RDSO Specification No.TM/SM/2 (Rev. 01 of 2020)				
161011	60 Kg - 110/90 UTS - Outside Track	Each	231.10	2	462.20
161014	60 Kg - 110/90 UTS - On Running Line	Each	294.97	4	1,179.88
161015	52 Kg - 90 UTS- On Running Line	Each	239.05	10	2,390.46
136060	Replacing existing glued joint rail with cut rails or with glued joint rail or insertion of glued joint by cutting existing track under traffic condition by cutting rails, refixing with all rail sleeper fastenings and providing required gaps for carrying out welding as an alternative to drilling holes or joining rails with fish plates duly drilling holes as required including stacking of released material and as directed by engineer in-charge. Note: (1) Drilling holes & rail cutting will be paid separately. (2) Transportation of materials to the site of work from supply points, if more than 250m, shall be paid separately.	Each	1642.34	34	55,839.48
171030	Loading, leading and unloading of 52Kg / 60Kg rail up to 13 metre length by Railway's Rail Dolly / Dip Lorry to the nominated location under traffic with line protection in case road carriage is not possible with different lead with a lift up to 5 metre during block period.				
171031	For lead up to 500 metre.	MT	347.74	37.44	13,019.46

USSOR	Description	Unit	Rate	Qty	Amount
No.	For load housed 500 maters and up to 4 Mar	NAT	440.07	27.44	40 775 00
171032 171034	For lead beyond 500 metre and up to 1 Km. Extra to Item no. 171031 and 171032 with contractor's Rail Dolly / Dip Lorry	MT MT	448.07 11.41	37.44 74.88	16,775.83 854.08
136070	Fixing of Wooden Distance Block of size 1.0m x 0.3m x 0.15m between track and platform wall.				
136072	With Contractor"s hard wood block.	Each	2515.24	20	50,304.84
071010	Under Traffic Block: Dismantling of existing BG turnouts, diamond crossings and derailing switches with all types of rails and sleeper layout, removing rails, switches, crossings, sleepers & fastenings, leveling of ballast to correct profile & stacking all the released materials, sleepers, fastenings, rails, switches & crossings including segregating & stacking at specified locations in a neat and countable manner, within the lead of 250m & all lift, clear of infringements, crossing of track, if any complete, as directed. Note: 1. This item shall be operated only when existing turnout is replaced either with new turnout in case of TTR or with plain track when existing turnout is no more required at that location. 2. Rail cutting will be paid extra under relevant item. 3. Laying of new turnout or plain track on prepared ballast bed, as required, shall be paid separately under relevant item.				
071011	1 in 8½ Turnout (Under Traffic Block)	Set	27382.24	1	27,382.24
071012	1 in 12 Turnout (Under Traffic Block)	Set	31499.63	3	94,498.89
123040	Linking of BG track (except at LC, Bridges and SEJs) with any type of rail section and sleeper of specified density, on ballast bed spread and compacted with suitable roller, over prepared formation including leading free rails/welded panels available along the alignment on to formation, leading and spreading all fittings and fastenings, spreading of sleepers at specified spacing, squaring, placing of rails over sleepers and fixing rails to sleepers with all types of fittings and fastenings to correct gauge & alignment, lubrication of fittings and fastenings with contractor's grease as per IRPWM standards with contractors labour, tools, consumables, with all lead, lifts etc. complete and raising, levelling and initial packing of track to make it fit for 30 kmph and meet other prerequisites prescribed in Indian Railway Track Machine Manual for deployment of Tamping Machine.				

USSOR No.	Description	Unit	Rate	Qty	Amount
	Note: 1. Rail cutting and Hole drilling shall be paid separately. 2. Spreading of ballast and compaction shall be paid separately under relevant item.				
123041	For sleeper density of 1660 sleepers per km	TRM	262.09	200	52,417.53
123090	Shifting / Slewing the existing or newly assembled track of any rail section with any type of sleepers and any density under line block to correct locations & alignment and attending to one round kutcha packing to run safely at 20KMPH speed with all contractors tools and consumables complete and as directed by Engineer in-charge.				
123091	Maximum Shifting / Slewing up to 1 metre	TRM	187.25	100	18,725.10
123092	Maximum Shifting / Slewing for more than 1 metre & up to 2 metres	TRM	224.75	100	22,474.91
172050	Transportation of Rails, sleepers, switches, crossings, SEJs and Glued Joints by road vehicles for different leads. Note: 1. Lead shall be the shortest motorable road length between the points of loading and unloading. 2. Loading and unloading shall be paid extra under relevant items.				
172051	Lead up to 5 Km	MT	49.41	1	49.41
172052	Lead beyond 5 Km and up to 10 km	MT	88.70	2	177.39
172053	Lead beyond 10 Km and up to 20 km	MT	142.33	8	1,138.60
172054	Lead beyond 20 Km and up to 30 km	MT	207.86	30	6,235.79
172055	Lead beyond 30 Km and up to 50 km	MT	299.14	20	5,982.74
065040	Dismantling & removing existing SEJ (Switch Expansion Joint) assembly during line block and its replacement with plain track as of adjoining section with all fittings including rail cutting and drilling of holes and renewal of special sleepers with PSC Sleepers as directed and aligning rails, providing fishplates and bolts/temporary connection with adequate welding gap with adjoining rail and ensuring proper track geometry for 30 kmph speed. The release material shall be stacked as directed by Engineer in charge.	Set	8386.28	5	41,931.38
171020	Loading of tongue rail, stock rail, switch assembly and crossings of any section and length, SEJ, Glued joint etc. with / without P.Way fittings and fastenings, in Wagon / Truck / trailer including lead up to 250 metre and lift up to 5 metre.				

USSOR	Description	Unit	Rate	Qty	Amount
No.					
171024	In Wagon where mechanical handling is possible and traffic block is not required or in Truck/trailer.	MT	114.53	19.825	2,270.52
173010	Unloading of Switches / Crossings / SEJ Rails / Glued Joints of any rail section and length with or without P.Way fittings & fastenings in neat manner for Railway usage from departmental material train (DMT) or contractor's / Railway's Truck/Trailer with lead up to 250 metre & lift up to 5 metres.				
173013	From Truck / Trailer	MT	117.85	19.825	2,336.34
				TOTAL	12,87,021.31
SW-2	TRACK MAINTENACE OF YARDs AT BLF				AND TRACK
136040	BETWEEN BLRR-CRLM F Maintenance of track on main line & loops,	OR A P	ERIOD OF 3	MONTHS	T
	Points & crossings etc. including special attention to section for carrying out various maintenance works listed in Indian Railways P.Way Manual /Bridge Manual for safe running of goods and passenger trains with contractor's tools / labours etc. complete, as directed by Engineer in-charge. Note: Contractor shall arrange one gang at any point of time comprising of minimum specified labours with sufficient experience in P.Way working.				
136041	One mobile Gang comprising of 15 physically fit labours plus 1 Mate. Note: (1) In case, contractor provides less no. of Labour/Mate or for non-availability of vehicle, payment will be deducted for each such person or non-availability of vehicle @ 20% of the accepted item rate, separately for each shortfall. (2) The Contractor shall keep one pickup Truck of minimum 1.5T payload capacity with Driver all the time and all expenditures for running at an average of 80 kms per day shall be borne by the Contractor.	Gang day	12751.55	78	9,94,620.56
TOTAL		1			9,94,620.56
GRAND TO	TAL				22,81,641.87

Note:

- The bidder has quote their rate exclusive of GST.
 The bidder has to quote the financial bid over and above the tender value in Percentage in Karnataka public procurement portal.

SECTION 9

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

o: The Managing Director Rail Infrastructure Development Company Samparka Soudha Or Rajkumar Road Opp to Orion Mall Bangalore - 560010
VHEREAS [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No dated to execute, [name of Contract and brief description Works] (hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
ND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upon a total of Rs [amount of guarantee] Rupees [in words], and we undertake to pay you, upon your first written demand and withou avil or argument, any sum or sums within the limits of [amount of guarantee] (An amount shall
the inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract) as aforesaid vithout your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
Ve hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the lemand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.
Signature and seal of the guarantor
Name of Bank
Address Date