



ರೈಲು ಮೂಲಸೌಲಭ್ಯಾಭಿವೃದ್ಧಿ ಕಂಪನಿ (ಕರ್ನಾಟಕ) ನಿಯಮಿತ

ರೈಲು ಇಂಫ್ರಾಸ್ಟ್ರಕ್ಚರ ಡೆವಲಪಮೆಂಟ ಕಂಪನಿ (ಕರ್ನಾಟಕ) ಲಿಮಿಟೆಡ್

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

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

Tender Notification No: KRIDE/VEHICLESERVICE/2025

Date: 04.09.2025

TENDER DOCUMENT

Name of Work

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

Through e-procurement Portal (CPP Portal) only

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

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

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

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

1. Bid Enquiry No.	KRIDE/VEHICLE SERVICE/2025
2. Tender Processing Fee	Nil
3. Amount put to Tender	Rs.2,31,04,664/- Excluding GST
4. EMD Amount put to Tender	As per CPP Portal
5. Tender System	Two Cover Tender
6. The Method of Selection	Fulfillment of Technical Criteria and Least Cost Selection
7. Pre Meeting Date:	As per CPP Portal
8. Pre Meeting Venue:	As per CPP Portal
9. Last Date & Time for Seeking Clarifications	As per CPP Portal
10. Last Date & Time of Bid Submission	As per CPP Portal
11. Date of Opening of Technical Bid.	As per CPP Portal
12. Contract Period	12 Months


RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED,

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

**Tender Notification
(E-procurement)**

No. **KRIDE/VEHICLESERVICE/2025**

Date: 04.09.2024

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (K-RIDE) invites offer from the reputed company/agencies having experience for Providing Vehicles with Skilled and Professional Drivers for the officials of K-RIDE on hire basis for a period of One (01) year on item rate tender basis in two cover system as detailed below:

Name of the work	Approximate Estimated Cost (Rs.)	Earnest Money Deposit in Rs	Period of Services
Providing Vehicles with Skilled and Professional Drivers for the officials of K-RIDE	2,31,04,664	3,46,570	12 Months

1. Interested applicants may access Tender documents from the Central Public Procurement Portal <https://etenders.gov.in/eprocure/app> from the date specified in e procurement portal onwards.
2. Applicants meeting the minimum qualification criteria specified in the tender document shall participate.
3. Pre-proposal meeting will be held as per date specified in Central Public Procurement Portal. Queries pertaining to the tender documents, if any, shall be submitted in writing/ email before the date specified in Central Public Procurement Portal. The postal address and email ID shall be as follows:

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

4. Last date for submission of Technical & Financial proposals is as per date specified in Central Public Procurement Portal.
5. Opening of Technical Bid is as per date specified in Central Public Procurement Portal and Financial Bid open will be intimated to the Qualified Tenderers through Central Public Procurement Portal.

6. The Technical proposal, EMD and financial proposal shall be submitted in e-format as per the instructions in the Bid document.

Sd/-

**GENERAL MANAGER
Procurement/K-RIDE
BENGALURU.**

SECTION 1. LETTER OF INVITATION

Bengaluru
Dated:

To,

All Interested Vehicle agencies.

Dear Sir,

1. RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED (KRIDE), having its corporate office, at #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru-560010, India, which is a Joint Venture of Government of Karnataka and Ministry of Railways invites e-tenders from eligible Bidders, for **“Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”**.
2. Bidder will be selected under Least Cost Selection (LCS) procedures described in this Tender document.
3. The tenderers may submit tenders through Central Public Procurement Portal for the above given services. Tenderers are advised to note the qualification criteria specified in section qualify for award of the contract.
4. Tender documents may be downloaded from <https://etenders.gov.in/eprocure/app> and as well as in www.krider.in . The bidders will be required to register themselves with the center for e governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <https://etenders.gov.in/eprocure/app>
5. The Bidders shall pay Earnest Money Deposit as mentioned in the e-Procurement portal through any of the following e-Payment modes.
 - NEFT
 - RTGS
 - Bank Guarantee

The Bidder will be evaluated only on confirmation of receipt of the payment (EMD).

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

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

Sd/-
(General Manager/Procurement),
KRIDE

SECTION 2. INFORMATION TO BIDDER

1. INTRODUCTION

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

1.7.2 As pointed out in para. 1.7.1 (a) above, Bidder may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the K-RIDE whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is K-RIDE's policy to require that Bidder observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the K-RIDE:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the Procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of K-RIDE and includes collusive practices among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and deprive K-RIDE of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
- (d) will have the right to require that, GOK to inspect Bidder accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para 1.8 (c).

1.10 Bidder shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF Tender DOCUMENTS

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

2.2 At any time before the submission of Proposals, the K-RIDE may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the Tender documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited Bidder and will be binding on them. The K-RIDE may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

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

Technical Proposal

3.2 In preparing the Technical Proposal, Bidder are expected to examine the documents comprising this Tender document in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

- (i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. Bidder may associate with the other Bidder invited for this Assignment only with approval of the K-RIDE as indicated in the Data Sheet. Bidder must obtain the approval of the K-RIDE to enter into a Joint Venture with Bidder not invited for this assignment.
- (ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the firm.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it
- (iv) Proposed key professional staff must have minimum experience indicated in the Data Sheet.
- (v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (vi) Reports to be issued by the Bidder as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the K-RIDE official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the Bidder organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the K-RIDE (Section 3C).
- (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

- (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- (vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- (viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

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

4. SUBMISSION AND OPENING OF PROPOSALS

- 4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals
- 4.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "**Original**" or "**Copy**" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**Financial Proposal**" and warning: "**Do Not Open with the Technical Proposal.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"

5. PROPOSAL EVALUATION

General

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

Evaluation of Technical Proposals

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

Public Opening and Evaluation of Financial Proposals; Ranking;

- 5.4 After the evaluation of quality is completed, the K-RIDE shall notify those Bidder whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the Tender document and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The K-RIDE shall simultaneously notify the Bidder that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one day after the notification date. The notification may be sent by electronic mail only.
- 5.5 The Financial Proposals shall be opened publicly in the presence of the Bidder' representatives who choose to attend or through VC. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened.
- 5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the K-RIDE will cost them and add their cost to the initial price), correct any computational errors.
- 5.7 The K-RIDE will select the lowest proposal ('evaluated' price) among those that passed the minimum technical score. The selected Consultant will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The K-RIDE and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the K-RIDE to ensure satisfactory

implementation of the Assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.
- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the K-RIDE expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the K-RIDE will require assurances that the experts will be actually available. The K-RIDE will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the K-RIDE and the firm will initial the agreed contract. If negotiations fail, the K-RIDE will invite the Consultant who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

- 7.1 The contract will be awarded following negotiations if required. After negotiations are completed, the K-RIDE will promptly notify other Bidder on the shortlist (para 5.3).
- 7.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

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

DATA SHEET
Information to Service provider

ITC Reference.	General
1.1	<p>The name of the K-RIDE Representative is: General Manager/Procurement, Rail Infrastructure Development Company (Karnataka) Limited</p> <p>Address: #8, 1st Floor, Samparka Soudha, Dr. Rajkumar Road, Opposite Orion Mall, Rajajinagar 1st Block, Bengaluru - 560010 Tel: 080-24482800 E-mail: gmcprocurement@kride.com</p>
1.1.1	The method of selection is: Least Cost Selection (LCS)
1.2	<p>The Bidder are required to submit Technical and Financial proposal separately through Central Public Procurement Portal.</p> <p>Name of the assignment is: “Providing Vehicles with Skilled and Professional Drivers for the officials of K RIDE”.</p>
1.3	The Assignment is phased: No
1.4	<p>A pre-proposal conference will be held. The Date, Time and venue are as below:</p> <p>Date & Time: As notified in Central Public Procurement Portal.</p> <p>Venue: Office address indicated in Para 1.1 above</p>
1.5	The K-RIDE will provide the inputs as specified
1.7.2	The K-RIDE envisages the need for continuity for downstream work: No
1.8,1.9,1. 10	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
1.11	<p>EARNEST MONEY DEPOSIT: The Bids shall be accompanied by bid security (EMD) of Rs.3,46,570/- (Rupees Three lakhs Forty Six Thousand Five hundred and Seventy only). The Bidders shall pay Earnest Money Deposit as mentioned in the e-Procurement portal through any of the following e-Payment modes.</p> <ol style="list-style-type: none"> 1. NEFT 2. RTGS 3. Shall be paid in the form of BG of any Nationalized Bank/Scheduled Bank (as per RBI guidelines payable to MD/K-RIDE, Bengaluru). <p>Any other form of payment will not be accepted.</p> <p>The EMD amount will be released only after finalization and issue of LOA to all the bidders (Successful/Unsuccessful bidders)</p> <p>The bidder not accompanying the EMD clause leads summarily rejection of offer.</p>
2.1	<p>Clarifications may be requested at least 2 days prior to the date of pre-proposal conference.</p> <p>The address for requesting clarifications is indicated in Para 1.1 above</p>

3.1	Proposals should be submitted in the following language(s): English All correspondences shall be in English language.
3.3	<p>Qualifying Requirements of Bidders:</p> <p>Technical Eligibility Criteria:</p> <ul style="list-style-type: none"> i. The tenderer should be a proprietorship/partnership/registered firm/company. Furnish all relevant valid documents. ii. The tenderer should have been registered under the Shops & Establishments Act in Karnataka. Furnish all relevant valid documents. iii. The bidder should be contractor/agency and shall have proven experience in providing vehicles to Govt., Organizations/Public Sector Undertakings / Listed Private Sector Undertakings in Karnataka in any one year of last 05 preceding financial years (Work Done certificate). iv. The tenderer shall have provided at least 50% of the tendered quantity in one service of providing of vehicles (Minimum 14 Vehicles) (irrespective of type of vehicle) in preceding last 5 years i.e., 2019-2020, 2020-2021, 2021-2022, 2022-23 and 2023-24 till the previous month of bid submission date for Govt., Organizations/Public Sector Undertakings/Private firms Undertakings listed companies in Karnataka. In proof of this, the tenderer should submit the work award copies and performance certificates for the said services issued by competent authority (Bidders shall have to upload the work award copies and performance certificates). v. If the Power of Attorney is furnished on the Judicial stamp paper for a value not less than ₹.100/-. The Power of Attorney is submitted without the signature of the Power of Attorney holder and signature of the person who has authorized the Power of Attorney holder. If the proprietor, self is applying for the tender, the tenderer should furnish self-declaration certificate in this regard. (The same should be submitted in letter head). vi. The tenderer should not have been blacklisted by the Govt. Organisations/PSUs & K-RIDE in the last five years. The tenderer should furnish self-declaration certificate. (The same should be submitted in letter head). vii. The tenderer shall furnish self-declaration that he will be able to supply all the tendered requirement of vehicles of models registered in the year 2021 or later and in good working condition within 10 days from the date of issue of detailed work award. (The same should be submitted in letter head). viii. The Tenderer should GST, PAN registration and should upload documentary evidence for the above along with their tender. ix. The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years with K-RIDE. A history of awards involving litigations against the bidder or any part or JV may result in rejection of bid. Bidders should furnish the self-declaration stating the above and upload the same along with the other documents in the relevant field in the Central Public Procurement Portal, failing which the offer is liable to be rejected. (The same should be submitted in letter head). x. Bidders should furnish the self-declaration stating the above and upload the same along with the other documents in the relevant field in the Central Public Procurement Portal, failing which the offer is liable to be rejected. xi. In case the information furnished by the Bidder/Bidders is found to be false at any stage of tendering/execution, then K-RIDE, at its discretion may take action against such Bidder/Bidders. If false information is found at the

	<p>Tendering stage, K-RIDE may, disqualify the offer of such Bidder and/ or Black list the Firm. If false information is found at execution stage, then K-RIDE may cancel the order, forfeit the Bank Guarantee furnished against the performance of the contract, Black list the Firm and recover excess money paid by K-RIDE (if any).</p> <ul style="list-style-type: none"> x. If part or full price bid or prices are exposed in the Technical Bid of the Bidder then, the offer of the Bidder will be rejected. Prices shall be quoted in Central Public Procurement Portal only. xi. The bidder shall upload the Copy of Bank Guarantee (if any) and Bank Guarantee (if any) shall be sent in original to GM/Procurement, K-RIDE, Bengaluru so as to reach after the last submission date & on or before the date & time of opening Technical Bids. xii. Whether undertaking for "Eligibility clauses in respect of restrictions on procurement from a bidder, OEM, vendor of a country which shares a land border with India" is uploaded. <p>Note: The bidders not accompanying the above document will lead to summarily rejection of their offer.</p> <p>Financial Eligibility Criteria:</p> <ul style="list-style-type: none"> i. The tenderer should have Average annual turnover of not less the amount put to tender (Rs.2.31 Cr) during the last five years i.e., 2019-2020, 2020-2021, 2021-2022, 2022-23 and 2023-24. The bidder shall upload audited annual financial statements such as Profit & Loss statement, Balance sheet for the years 2019-2020, 2020-2021, 2021-22, 2022-23, and 2023-24 duly certified by a Chartered Accountant with UDIN. ii. The tenderer must have received contractual payments in the three financial years for Rs.1.75 Crores. The bidder shall submit the document duly certified by Charted Accountant and Audited Balance Sheet to enclosed or by Proprietor.
3.4 (viii)	<p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the Tender document requirements.</p> <p>Submission of Standard Forms:</p> <ul style="list-style-type: none"> (i) 3I. Bidder Information (ii) 3J. Format of BID Security (BANK GUARANTEE) (iii) 3K Format for Power of Attorney for Authorized Signatory (if applicable). (iv) 3L. Financial Data (Works Done During the Latest Five Financial Years) Name of The Tenderer (v) 3M. Financial Data (vi) 3N. Format for Affidavit to be Submitted by Bidder Along with The Bid (vii) 3O. Format for Certificate to Be Submitted by Bidder Along with the Bid (Annexure – I)
3.6	<p>In preparing the Financial Proposal, Bidder are expected to take into account the requirements and conditions of the Tender documents. The Financial Proposal should follow Standard Forms (Section 4)</p>
3.6 (a)	<p>Bidders should quote their rate towards providing vehicle with all-inclusive except Road Toll, parking fee, halting charges and GST which will be paid on actuals.</p>
3.7	<p>Currency - All payments will be made in Indian Rupees.</p>

3.8 & 3.10	Proposals must remain valid a period of 90 days after the deadline date for submission of proposals as notified in Central Public Procurement Portal. And until finalization of tender.
4.1	<p>The para 4.1 to be read as: Deadline date and time for submission of completed proposals is as notified in Central Public Procurement Portal.</p> <p>The Proposal must be sent electronically through Central Public Procurement Portal (URL https://etenders.gov.in/eprocure/app)</p> <p><u>The CPP Portal will not allow proposals to be uploaded after the Due date and Time for submission of proposal</u></p>
4.2	<p>The para 4.2 to be read as: The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive</p>
4.3	<p>The para 4.3 to be read as: Technical & Financial proposal shall be submitting in in the Central Public Procurement Portal (CPPP) only. Proposal shall be opened upon approval of Competent authority in CPP only.</p> <p>The Bidder must submit the following documents to the K-RIDE at the address mentioned in 1.1 above after the due date & before time of opening of Technical Proposals:</p> <p>a. Bank Guarantee (EMD) (If not paid EMD through online).</p>
4.4	<p>The para 4.4 to be read as: Proposal Opening:</p> <p>i) The technical Proposals will be opened in the Central Public Procurement Portal, on the date and time, and the address indicated in the Data sheet, in the presence of the Bidder who wish to attend. The Bidder shall submit the copy of the necessary relevant original documents at the time of opening of technical proposal.</p> <p>ii) If the office happens to be closed on the specified date of opening of the proposals due to some valid reasons, the proposals will be opened on the next working day at the same time and venue.</p>
5.3	<p>The para 5.3 to be read as: Bidders will be considered technically qualified if their bids are substantially responsive</p>
5.4	<p>The para 5.4 to be read as: After the technical evaluation is completed by the tender evaluation committee and obtaining approval from the competent Authority (authorized officer), the bidders whose technical bid is found responsive shall be accepted and their financial bid will be considered for opening and the bidders whose technical bid is found non responsive shall be rejected and their financial bid shall not be considered for opening. The same will be published in the e-portal.</p>
Additional Para 6.6	Financial Negotiations: If required.
Additional Para 7.1.1	Award Criteria: The Contract to the successful tenderer whose tender has been determined to be substantially responsive as per eligibility criteria and has been

	determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily
7.2	<p>Expected date for commencement of the services as per the directions of in-charge</p> <p>Signing of Contract</p> <ol style="list-style-type: none">1. Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement. Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

SECTION 3. TECHNICAL PROPOSAL – STANDARD FORMS

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

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

[Location, Date]

FROM: (Name of Bidder)

TO: (Name and Address of K-RIDE)

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for -----
-----Technical Proposal.

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

We hereby declare that:

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

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

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

(h) We have read the various conditions to Tender Document, including Addenda if any, issued in accordance with data sheet and agree to abide by the said conditions.

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

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

Yours sincerely,

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

Name of Consultant (company's name):

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

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

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

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

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

3B. CONSULTANT'S REFERENCES**Relevant Services Carried Out in that Best Illustrate Qualifications**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:	Country:
Location within Country:	Key professional staff provided by your firm/entity (profiles):
Name of Client:	Specific Role in the assignment such as Sole/JV Lead/JV partner/Associate or sub-consultant:
Address:	No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year): Approx. Value of Services (Rs. M):
Name of Associated Consultants, if any:	No. of Months of Key professional staff, provided by Associated Consultants:
Name of Senior Staff (General Manager/Civil/P&D/Coordinator, Team Leader) involved and functions performed:	
Narrative Description of Project:	
Description of Actual Services Provided by Your Staff:	

Consultant's Name: _____

NOTE:

1. Only the value of contract as executed by the applicant/member in his own name should be indicated. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be **excluded**. This is to be substantiated with documentary evidence.
2. Separate sheet for each work along with Clients Certificate to be submitted.

Each work experiences shall be enclosed with work order/ completion certificate/ sublet completion certificate. Each citation along with work orders would be evaluated for necessary

**(Signature of the Authorised Signatory,
Official Seal)**

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

DELETED

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

DELETED

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

DELETED

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

DELETED

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

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

DELETED

3H. ACTIVITY (WORK) SCHEDULE

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

DELETED

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

Bidder's Information	
Bidder's Legal Name	
Bidder's Country of Constitution	
Bidder's Year of Constitution	
Bidder's Legal Address in Country of Constitution	
Bidder's Authorized Representative (Name, Address, Telephone Numbers, Fax Numbers, e-mail Address)	
Bidder's Bank Details: (a) Name of the Bank and branch: (b) Account Number: (c) IFSC code: (d) Bank's Contact Number and Fax Number: (e) PAN: GST Registration No:	

(SEAL AND SIGNATURE OF THE BIDDER)

3J FORMAT OF BID SECURITY (BANK GUARANTEE)

(To be stamped in accordance with stamp Act)

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

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

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(SEAL AND SIGNATURE OF THE BIDDER)

**3K FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY
OF SINGLE ENTITY/JOINT VENTURE MEMBERS**

POWER OF ATTORNEY*

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we..... do hereby constitute, appoint and authorize Mr/Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the work of(name of work) Including signing and submission of all documents, withdrawal, substitution and modification of proposal and providing information/ responses to RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED., representing us in all matters, dealing with RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED. In all matters in connection with our proposal for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of 2024

(Signature of authorized Signatory)

.....
(Signature and Name in Block letters of Signatory) Seal of Company Witness

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

Occupation

*Notes:

- i) To be executed by single entity and all the partners/members individually, in case of a Joint Venture

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure

3L FINANCIAL DATA

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

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

NOTE:

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

(SEAL AND SIGNATURE OF THE BIDDER)

3M FINANCIAL DATA FOR LAST 5 YEARS**Applicant's legal name****Date****Group Member's legal name.....****Page.....of..... Pages**

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

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

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

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

(SEAL AND SIGNATURE OF THE BIDDER)

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

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

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

- *1. That the bidder or any of its constituents has not been Blacklisted/ banned for business dealings for all Government Departments or by Ministry of Railways or by K RIDE at any time and/or no such blacklisting is in force as on the deadline for submission of bids.
- *2. That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full Performance Security, by Rail Infrastructure Development Company (Karnataka) Ltd. During the period of last 3 years before the deadline for submission of bids.
- *3. The bidder or any of its constituents has not been imposed liquidated damages of 5% or more of contract value by any Government Department or by Ministry of Railways or by K RIDE due to delay in the implementation of any previous contract (either in the capacity of a single entity or as constituent of any other JV) within the period of last 2 years before the deadline for submission of bid [2 years shall be reckoned from the date on which imposed L.D. has exceeded 5% of the contract price] and there are no such accrued delay damages which has not been fully recovered before the deadline for submission of bids on account of contractor's request for deferring recovery to maintain cash flow and K RIDE has acceded to the same in the interest of the project and the work under the previous contract in question has been completed before the deadline for submission of bid, unless imposition of such delay damages has been set aside by the Competent Authority.
- 4. That the Bidder or any of its constituents is neither Bankrupt/Insolvent nor is in the process of winding-up nor such a case is pending before any Court on the deadline of submission of the bid.
- *5. That the name of the Bidder or any of its constituents is not on the list of "Poor Performer" of any Government Department or by Ministry of Railways or by K RIDE as on the deadline for submission of bid.
- 6. We declare that the bidder or any of its constituents have not either changed their name or created a new business entity as covered by the definition of "Allied Firm" under para 1102 (iii) of chapter XI of Vigilance manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings or having been declared as poor performer.
- 7. # We declare and certify that balance sheets for last three financial years including that for the latest concluded financial year are being submitted.

OR

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

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

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

(SEAL AND SIGNATURE OF THE BIDDER)

Verification:

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

(SEAL AND SIGNATURE OF THE BIDDER)

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

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

Attestation before Magistrate/Public Notary

Annexure - I

30. FORMAT FOR CERTIFICATE TO BE SUBMITTED BY BIDDER

ALONGWITH THE BID

(On the letter head of the Firm)

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

Dated this _____ day of _____,

For- _____

Authorized Signatory Signature _____ Full Name: _____

Place: _____

(SEAL AND SIGNATURE OF THE BIDDER)

SECTION 4.

FINANCIAL PROPOSAL – STANDARD FORMS

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

4A. Financial Proposal Submission Form.

4B. Summary of Costs.

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

(Location, Date)

[Location, Date] FROM: (Name of Consultant) TO: (Name and Address of K-RIDE)

Ladies/Gentlemen:

Subject: Hiring of Bidder' Services for -----
----- Financial Proposal.

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

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

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

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

We remain,

Yours sincerely,

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

PRICE SCHEDULE FORMAT**[only for information not to be uploaded]****The rate needs to be quoted in Central Public Procurement Portal/BOQ only.**

Name of the Bidder/ Bidding Firm / Company:						
NUMBER #	TEXT #	NUMBER R #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity (Vehicle Months)	Estimated Rate (Excluding GST)	BASIC RATE In Figures To be entered by the Bidder (Excluding GST) Rs. P (*** Refer NOTE)	TOTAL AMOUNT (Rs)	TOTAL AMOUNT In Words
1	2	4	6	13	53	55
2	Innova Crysta or similar for 2500 kms and 300 hrs per month	60.000	84666.00		0.00	INR Zero Only
3	Maruti Suzuki DZIRE/ Etios or similar for 2500 kms and 300 hrs per month	264.000	49336.00		0.00	INR Zero Only
4	Lumpsum (fixed)	1.000	5000000.00		0.00	INR Zero Only
					0.00	INR Zero Only
Total in Figures						
Quoted Rate in Words						

Note for Item Sl. No. 2 & 3:

The contractor is bound to supply vehicle at the rate Quoted by the bidder for the + or - 25% of the tender quantity.

Note for Item Sl. No. 4:

1. The Bidder shall Quote only Rs.50,00,000/- by bidder.
2. This Lumpsum amount shall be paid to the contractor on following condition:
 - a. At Rs.19/- per KM for Innova Type vehicle after 2500 KM/month for each vehicle.
 - b. At Rs.15/- per KM for DZIRE Type vehicle after 2500 KM/month for each vehicle.
 - c. At Rs.220/- per each hour if a vehicle runs more than 300 hrs. per month (26 days).

- d. At Rs.1500/- per vehicle if a driver works more than 26 days in a month. Hours worked on these days will be added to total hours worked in a month for the purpose of payment for additional hours as per condition c above (beyond 300 hrs per month). Kilometer travelled on this day will be added to total kilometer of that vehicle, for the purpose of payment as per the note a & b above (beyond 2500 KM).
- e. Providing additional Innova and Crysta or similar vehicle for 8 hrs and 80 KM per day at the rate of Rs.3500/- per day on single day usage basis. Additional hours shall be paid at Rs.220/- per hour and additional Km shall be paid at Rs.19/- per KM.
- f. Providing additional Maruti Suzuki DZIRE or similar vehicle for 8 hrs and 80 Km per day at the Rate of Rs.3000/- per day on single day usage basis. Additional hours shall be paid at Rs.220/- per hour and additional Km shall be paid at Rs.15/- per KM.
- g. Toll and parking charges on submission of actual bills.

3. Payment for Note for Item Sl. No. 4 shall be paid to the contractor an actual usage basis.

Section – 5 **Terms of Reference**

SCOPE OF THE PROPOSAL:

The scope of the proposal shall completely cover for providing following quantities and type of vehicles on hire basis for a period of one year.

- A. Innova Crysta or Similar for 2500 kms and 300 hrs.
- B. Maruti Suzuki DZIRE/Etios or Similar for 2500 kms and 300 hrs

Note:

1. The service provider is at liberty to provide high end vehicles in place of the above vehicles at no extra cost to K-RIDE.
2. The number of Vehicles and type of vehicles required by K-RIDE as mentioned in Bid is the approximate and K-RIDE at its absolute discretion may increase or reduce the number of vehicles at the time of award of contract and during the contract period as per the actual requirement of K-RIDE. Payment will be made for actual number and type of vehicles (+ or -25%).
1. used at awarded rates and terms and conditions of tender.

Bids not covering the specified scope of the tender are treated as incomplete and liable for rejection.

General Terms & Conditions:

1. Number of vehicles tendered is provisional; it may vary as per actuals.
 - a. The bidder shall also submit full details of the vehicles that are going to be offered for hire and shall give a clear declaration that the firm will provide only commercial passenger vehicles.
2. The Vehicle should be available for all the days during the month including holidays.
3. The service of vehicles is to be provided on all week days from Monday to Saturday ranging from 6-00 AM to 10-00 PM or as specified by the concerned K-RIDE officer depending upon the requirement of the officer. Requirement of vehicle on Sundays and Holidays if any will be intimated by the officer concerned in advance and is to be arranged accordingly.
 - a) Normal usage of the vehicle is for about 300 hours per month cumulative. Usage of vehicle beyond this time period will be treated as additional service for which extra hour charges beyond 300 hours will be paid at the rate mentioned in BOQ under Reference Note for 4 of the tender document.
 - b) Normal usage of the vehicle is considered for 2500 km per month Cumulative. Charges for extra kilometer beyond 2500 km per month will be paid at the rate mentioned in BOQ under Reference Note for 4 of the tender document.

In case vehicle is not provided by service provider 2/30th portion of monthly hire charges or if the concerned officer proceeded on casual leave or any kind of leave, for such instances 0.5/30th portion of Monthly Hire charges will be deducted for non-availability of vehicle for each working day.
 - c) The payment will be made for actual extra kilometers and extra hours run by the vehicles computed on monthly basis over and above 2500km and 300hour respectively.
4. The tenders will be evaluated on the basis of amount quoted for total tender scope.

5. No conditional bids shall be entertained and all conditional bids will be rejected summarily.
6. In case of any dispute of any kind and in any respect whatsoever, the decision of K-RIDE shall be final and binding.
7. The Service Provider agency/company shall comply with all the rules and regulations relevant to supply and running of tourist taxis stipulated by RTO, Karnataka and other Government Authorities. The agency shall comply with all the local/ municipal laws and statutory rules as applicable and will indemnify the K-RIDE against all actions, claims, suits etc. for non-compliance of laws as and when applicable.
8. As the drivers are employees of the Service Provider concerned, they should comply with local laws and provisions relating to their employment with their agency concerned. The K-RIDE will not be liable for their non-compliance.
9. The service provider should have all valid permits for commercial usage, RC book, insurance, copy of Tax & permit certificate, emission certificate etc., from concerned departments and the copy of the same shall be furnished before providing the vehicles to K-RIDE. Originals of the all the documents shall be produced to K-RIDE for verification.
10. The service provider should provide a single contact person/supervisor for the fleet deployed for each of Project Offices (Total 1 Nos. of supervisors shall be provided K-RIDE Head office). It would be the responsibility of the supervisors to keep track of the vehicles; also any instruction regarding vehicles would be communicated to the supervisor through phone or whatsapp. It would be the responsibility of the supervisor to ensure that the vehicle reaches the desired location and report to the desired officer within time.
11. The service provider shall provide the vehicle of the make/model, type as per the terms of the contract/tender during the entire period of contract and should not change the vehicle without prior information and approval from K-RIDE. In emergency and rare circumstances, this condition can be waived off by K-RIDE temporarily.
12. All expenses relating to salary and allowances of the driver shall be borne by the Service Provider. Like-wise all expenditure related to the vehicle including insurance, spare parts, breakdown cost, maintenance & fuel, oil, mandatory periodical service as per vehicle manual etc., will also be borne by the Service Provider and no other charges will be paid by K-RIDE.
13. The Service Provider should ensure that the vehicle provided shall have clean seat covers/towels, car perfume and should be in good running condition for which no extra cost payment would be made.
14. The Service Provider should ensure that the drivers deputed for service do not have any registered criminal cases in police records (previous or pending) against them. The service provider should make adequate enquires about the antecedents of the drivers before deputing them for service. If noticed that the deputed drivers details provided by the service provider are found to be false (and any un towards incidents or thefts are noticed), immediate action has to be taken by the services provider for replacement of suitable drivers and necessary compensation has to be provided by the service provider for the losses incurred.
15. The drivers should always remain with the vehicle during the entire period of duty. In case of any need, they should seek permission from the concerned officers.
16. The vehicle should be cleaned every day and in compliance with the Health safety measures.
17. A mobile phone in good working condition has to be provided to the driver by the service provider. All telephone charges, for maintenance of mobile phone, currency renewal and calls made by the driver shall be borne by the service provider.
18. The vehicle should have comprehensive insurance and same shall be kept valid all the time.
19. The vehicle shall be for exclusive use of K-RIDE officers and should not be used by the service provider for any other purpose. No private parties are allowed in the vehicle.
20. In case the vehicle driver misbehaves with officers and staff, the Service Provider should take necessary action to change the driver and the issues will be reviewed seriously by the K-RIDE.

21. The Service Provider shall change the driver, if not found suitable or desirable by the official and make arrangements to provide a substitute within 24 hours. If the driver is unable to attend or proceeds on leave for whatsoever reason, the agency shall provide substitute without delay. Needless to mention, all such drivers should also be medically fit and antecedents verified by police and also to satisfy any other requirements in respect of the driver mentioned in this document.
22. During the period of operation, the driver should not ordinarily be changed unless desired/allowed by K-RIDE. If any vehicle does not report for duty on any day(s) or the driver reports late or there is violation of any other provision of the tender, then an amount calculated on pro-rata basis per day shall be deducted from the monthly bill of that vehicle.
23. The Service Provider shall arrange payment of Comprehensive Insurance, PF and ESI contribution (if applicable) which covers the vehicle & driver provided by service provider. K-RIDE will not bear any risk or responsibility for any loss or damage to the vehicle also K-RIDE is not responsible for any loss or damages to the vehicle/driver during Riots/Protests/Strikes/ Bundhs.
24. The calculation of mileage shall be from reporting point to the reporting point and will not be calculated on garage to garage basis. For this purpose, the service provider shall ensure that the odometer of the supplied vehicle is properly sealed. In case of any doubt the authorized officer of K-RIDE may get odometer of the vehicle checked from any authorized workshop at the cost of Service provider.
25. A daily record indicating time and mileage for each vehicle shall be maintained in a log - book which should be submitted to the concerned officer for scrutiny & payment of the bills.
26. The log sheet will have to be signed by the officers of K-RIDE on daily basis to avoid any misuse/pilferage.
27. The liability under relevant sections of Motor Vehicle Act 1968 and IPC and its amendments causing death or permanent disability to the driver during the contract period rests with the service provider only. K-RIDE will not entertain any claim in this regard.
28. The Service Provider shall indemnify K-RIDE against all damages/charges arising on account of or connected with the negligence of the Service Provider or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof.
29. If the vehicles are not provided from the desired/ assigned location, a penalty of Rs.1000/- per day per Vehicle maximum upto Rs.10,000/- per vehicle per month can be imposed besides termination of contract. In case of breakdown of a vehicle on duty, the service provider shall make arrangement for providing another vehicle within one hour.
30. The expenses arising out of Traffic offences shall be to the account of service provider only.
31. If the Service Provider fails to comply with any of the conditions of the contract, K-RIDE is at liberty to initiate and cancel the contract and forfeit the Security deposit.
32. The driver should not be under the influence of alcohol while on duty.
33. The driver should not use mobile phone while driving the vehicle.
34. Driver should be free from any contagious or infectious disease. He should not be suffering from any disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.
35. If women drivers are deployed, statutory and mandatory applicable laws shall be followed with due women and safety measures are to be taken care by the services provider. The service provider shall issue Photo identity card to all drivers deployed by them. The Photo identity card shall indicate a full-face with clear image in colour, full name of the driver and the identification number of the individual to whom the Photo identity card is issued signed by the service provider with the address.

36. The bidder should provide road worthy vehicles which are purchased in the Year 2020 or later and a declaration to this effect should be furnished. The vehicles in good working condition shall be provided within 10 days from the date of issue of detailed work award.

37. The Agency / Company should provide details of vehicles whether the vehicles proposed to be provided are owned by agency/company or leased or hired by the agency/company. The necessary supporting documents shall be uploaded.

38. LOCAL CONDITIONS:

It will be imperative for each bidder to fully inform himself of all local conditions and factors which may have any effect on services covered under these document and specifications.

39. No. Deviation whatsoever, in the following conditions of the bidding documents is permitted.

- i. Validity of offer.
- ii. Stipulated Delivery Schedule.
- iii. EMD.
- iv. Payment terms.
- v. Price Basis.
- vi. Change in offered quantity against tendered quantity.
- vii. Contract Performance Security.
- viii. Penalty for delay in providing hired vehicles.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

40. PRICE BASIS:

41.1 Price is on 'firm basis' for One (01) year of the contract.

In the event of contract is extended for one more year, the Prices for the Second year will be revised considering the variation in fuel price as on the date of LOI and as on first day of 12th month from date of LOI and fixed as detailed below:-

$$\text{Monthly Hire Charges for 3rd Year} = \frac{\text{Monthly Hire Charges during 1st Year} \pm \frac{[A \times \{B - C\}]}{D}}{D}$$

Wherein

A= 2500kMs/month

B= Rate of diesel per litre as on the first day of 25th month from date of contract. C= Rate of diesel per litre as on the date of contract.

D= Average mileage of vehicle KMPL

i.e., For Non-AC-18 KMPL/For AC-15 KMPL

Note: The rate of normal diesel price in Public Sector oil companies in Bengaluru City will be considered for calculation of change in prices for all types of vehicles irrespective of type of fuel of vehicles provided.

The Contract Price will be revised as above and this price will remain 'Firm' for second year.

-OR-

As per the Approved Rates issued through G.O. by the Dept. of Personnel and Administration. Government of Karnataka.

Rates whichever is lesser is considered.

41.2 Detailed break-up covering all the components of unit prices and excluding GST as applicable on the date of bid submission as well as total bid prices shall be quoted (Prices shall be quoted in CPP Portal only).

41. Tender should supply provide vehicle registered after 2021.

Section – 6
Contract for Consultancy Services
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a. FORM OF CONTRACT

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

Appendix A – Description of Services

Appendix B - Format for Performance Security

Appendix C - Form of Contract Performance Security (Bank Guarantee)

Appendix D - Form of Contract Agreement

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

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

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

FOR AND ON BEHALF OF [NAME OF K-RIDE]
By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]
By
(Authorized Representative)

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

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE BIDDER
[Name of Member]
By
(Authorized Representative) [Name of Member]
By
(Authorized Representative)

b. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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

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

1.2. Law Governing the Contract:

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

1.3. Language

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

1.4. Notices

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

1.5. Location

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

1.6. Authorized Representatives

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

1.7. Taxes and Duties

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

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

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

2. Commencement, Completion, Modification and termination of Contract

2.1. Effectiveness of Contract

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

2.2. Commencement of Services

The Bidder shall begin carrying out the Services within 7 days from the date of LOA, or at such other date as may be specified in the SC.

2.3. Expiration of Contract

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

2.4. Modification

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

2.5. Force Majeure

2.5.1. Definition

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

2.5.2. No Breach of Contract

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

2.5.3. Extension of Time

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

2.5.4. Payments

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

2.6. Suspension:

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

2.7. Termination

2.7.1. By the K-RIDE

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

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 2.6;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 7.2;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Bidder (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) If the K-RIDE, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

2.7.2. By the Bidder

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

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

2.7.3. Cessation of Rights and Obligations

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

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

2.7.4. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the K-RIDE, the Bidder shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

2.7.5. Payment upon Termination

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

- (a) Remuneration pursuant to Clause G C 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination;

(c) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause GC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6. Disputes about Events of Termination

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

3. Obligations of the Bidder:

3.1. General

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

3.2. Conflict of Interests

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

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

3.2.2. Procurement Rules of Funding Agencies

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

3.2.3. Bidder and Affiliates Not to engage in certain Activities

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

3.2.4. Prohibition of Conflicting Activities

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

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

3.3. Confidentiality

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

3.4. Insurance to Be Taken out by the Bidder

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

3.5. Accounting, Inspection and Auditing

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

3.6. Bidder' Actions Requiring K-RIDE Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the K-RIDE prior to the execution of the subcontract, and (ii) that the Bidder shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;
- (b) any other action that may be specified in the SC.

3.7. Reporting Obligations

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

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

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Bidder in accordance with Clause 3.6 shall become and remain the property of the K-RIDE,

and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the K-RIDE, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

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

Equipment, Vehicles and materials made available to the Bidder by the K-RIDE or purchased by the Bidder with funds provided by the K-RIDE shall be the property of the K-RIDE and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the K-RIDE an inventory of such

equipment, Vehicles and materials and shall dispose of such equipment, Vehicles and materials in accordance with the K-RIDE instructions. While in possession of such equipment, Vehicles and materials, the Bidder, unless otherwise instructed by the K-RIDE in writing, shall insure them at the expense of the K-RIDE in an amount equal to their replacement value.

4. Bidder' Personnel and Sub-Bidder

4.1. General

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

4.2. Description of Personnel

- a) The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Bidder' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the K-RIDEs his/her name is listed as well.
- b) If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Bidder by written notice to the K-RIDE, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the K-RIDE written approval.
- c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the K-RIDE and the Bidder, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3. Approval of Personnel

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

4.4. Working Hours, Overtime, Leave, etc.

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

4.5. Removal and/or Replacement of Personnel

- a) Except as the K-RIDE may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications.

- b) If the K-RIDE (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the K-RIDE written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the K-RIDE.
- c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures the Bidder may wish to claim as a result of such replacement, shall be subject to the prior written approval by the K-RIDE. Except as the K-RIDE may otherwise agree, (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6. Resident Project Manager

Deleted.

5. Obligations of the K-RIDE

5.1. Assistance and Exemptions

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

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Bidder and the Personnel and any Sub-Bidder employed by the Bidder for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Bidder, Sub-Bidder and Personnel any such other assistance as may be specified in the **SC**.

5.2. Access to Project site.

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

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

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

5.4. **Payment**

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

6. **Payment to the Bidder:**

6.1. **Cost Estimates; Ceiling Amount**

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

6.2. **Remuneration and Reimbursable Expenditures**

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

6.3. **Currency of payment:**

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

6.4. **Mode of Billing and Payment**

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

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

pertains to remuneration from that portion which pertains to reimbursable expenditures.

- c) The K-RIDE shall cause the payment of the Bidder within sixty (60) days after the receipt by the K-RIDE of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidder, the K-RIDE may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d) The **final payment** under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidder and approved as satisfactory by the K-RIDE. The Services shall be deemed completed and finally accepted by the K-RIDE and the final report and final statement shall be deemed approved by the K-RIDE as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the K-RIDE unless the K-RIDE, within such ninety (90)-day period, gives written notice to the Bidder specifying in detail deficiencies in the Services, the final report or final statement. The Bidder shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the K-RIDE has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Bidder to the K-RIDE within thirty (30) days after receipt by the Bidder of notice thereof. Any such claim by the K-RIDE for reimbursement must be made within twelve (12) calendar months after receipt by the K-RIDE of a final report and a final statement approved by the K-RIDE in accordance with the above.
- e) All payments under this Contract shall be made to the account of the Bidder specified in the SC.

7. Settlement of Disputes

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

II. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (h)	The Member in Charge is]
1.4.1	<p>The addresses are: K-RIDE: Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), Samparka Soudha, 1st Floor, BEP Premises (Opp. Orion Mall), Dr. Rajkumar Road, Rajajinagar 1st Block, Bengaluru -560 010 Tel.: 080-24482800, Email: gmprocurement@kride.in</p>
1.4.2	Notice will be deemed to be effective as follows:
1.6	<p>The Authorized Representatives are: For the K-RIDE: General Manager Procurement K-RIDE or any other person authorized by him on his behalf</p> <p>For the Consultant:</p>
1.7.1	The Bidder, Sub-Bidder and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the K-RIDE shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]
1.7.2	However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid/reimbursed by the K-RIDE separately.]
2.1	<p>The contract will become effective on the date of issue of Notice by the K-RIDE to the consultant to commence the services.</p> <p>This contract shall come into effect from the date of Agreement or date of issue of LOA</p> <p>The cost of stamp duty of the contract agreement shall be borne by the consultant as per the Karnataka Stamp duty Act.</p>
2.2	Commencement of Services: within 7 days from issue of LOA
2.3	<p>'Expiration of Contract:</p> <p>The time period shall be Twelve (12 months) & extendable by one more on satisfactory service subject to quarterly review of performance of the agency and as per extent rules of company.</p> <p>In case of unsatisfactory performance during any quarter, the performance will be reviewed during next quarter & if unsatisfactory performance is continued then the contract is liable to be terminated and K-RIDE is entitled to call for fresh tenders.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional para 2.5.4.1 Payments	<p>In case of Force Majeure each party shall bear their respective costs and no party shall be required to pay to the other party any costs arising out of such Force Majeure event.</p> <p>Payment Terms:</p> <p>Payments will be arranged at respective Accounting Sections of concerned officers of K-RIDE who are using vehicles. The service provider shall submit the bills for payment of vehicle hired charges to the respective Accounting Sections of concerned officers of K-RIDE who are using vehicles by 5th of the succeeding month. Payment will be arranged by Cheque/RTGS by the respective Accounting Sections subject to the following:</p> <ol style="list-style-type: none"> 1) For each vehicle one bill for each month (or part thereof) shall be raised by the service provider. 2) Following documents shall be attached to the bill: <ol style="list-style-type: none"> i. Log Book extract signed by concerned officer of KRDCL who are using the vehicle. ii. Copy of RC Book iii. Copy of Tax & Permit Certificate iv. Copy of Insurance Certificate 3) The bill shall be certified by the concerned officer of K-RIDE who are using the hired vehicle and countersigned (wherever required) by the superior officer of the concerned officer. 4) The bill shall be submitted to the Accounting Sections of concerned officer of K-RIDE. 5) Any other relevant documents which may be sought by K-RIDE relating to compliance to statutory requirements as may be applicable now and as amended from time to time which includes compliance with the Employees State Insurance Act, Employees Provident Fund Act, Payment of Minimum Wages Act and any other Labour Act as may be applicable from time to time. 6) Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law.
2.7.2	<p>Termination Clause:</p> <p>The K-RIDE reserves its right to terminate the contract/Hire agreement without assigning any reason whatsoever by issuing 1month notice at its absolute discretion including but not limited to the following:</p> <ol style="list-style-type: none"> i. If the services are found to be unsatisfactory. ii. If the Agency / Company commit breach of any terms and conditions of the Hire agreement/ tender document, K-RIDE shall have the following powers. <ol style="list-style-type: none"> a) To cancel the contract. b) Forfeiture of Performance Guarantee/Security deposit. c) To blacklist or not to consider the agencies future offer for a period of one year. d) To recover from the Agency/Company to the extent of loss suffered by K-RIDE from Performance Bank Guarantee submitted by the Agency/Company. iii. The Agency Company is involved in wrongful billing. In addition to hereto wrongful billing shall also result in the Agency/Company being debarred from participating in any other tender of the K-RIDE. iv. The engagement is not in the interest of the K-RIDE or the K-RIDE no more requires any such service. v. In case of misbehaviour by driver or the supervisor staff of the Agency/Company, such drivers or supervisor staff will have to be removed from the service. The agency will have to ensure that such drivers, staff will

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>not get appointment with other car agency those are dealing with the K-RIDE.</p> <p>vi. If the service provider has a record of poor performance in providing and maintaining vehicles against K-RIDE requirement, such as abandoning the contract, not properly completing the contract, inordinate delays in providing vehicles, frequent breakdowns of vehicles, accidents, non-compliance to statutory requirements.</p>
3.4	<p>The risks and the coverages shall be as follows:</p> <p>Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Bidder or their Personnel or any Sub-Bidder or their Personnel for the period of consultancy.</p> <p>Third Party liability insurance with a minimum coverage, of Rs. for the period of consultancy.</p> <p>Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable.</p> <p>K-RIDE liability and workers' compensation insurance in respect of the Personnel of the Bidder and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Bidder' property used in the performance of the Services, and (iii) any documents prepared by the Bidder in the performance of the Services.]</p>
3.4	<p>The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in GCC Clause 2.2.</p> <p>The insurance coverage against the risks shall be as follows:</p> <p>Professional liability insurance, with a minimum coverage of value equal to the Contract value.</p> <p>Third Party motor vehicle liability insurance in respect of motor vehicles operated in the K-RIDE country by the Consultant or its Experts or Sub-Bidder, with a minimum coverage in accordance with the applicable law in the K-RIDE country;</p> <p>Third Party liability insurance, with a minimum coverage in accordance with the applicable law in INDIA.</p> <p>Employer's liability and workers' compensation insurance in respect of the experts and Sub-Bidder in accordance with the relevant provisions of the applicable law in the INDIA, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under this Contract, the Bidder property used in the performance of the Services, and any documents prepared by the Consultant in the performance of the Services.</p>
Additional Para 3.4.1	<p>The following limitation of the Bidder Liability towards the K-RIDE can be subject to the Contract's negotiations:</p> <p>"Limitation of the Bidder Liability towards the K-RIDE: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the property, shall not be liable to the K-RIDE:</p> <p>(i) for any indirect or consequential loss or damage; and</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(ii) for any direct loss or damage that exceeds one (1) time the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> (i) affect the Bidder liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the "Applicable Law".
3.8	The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the K-RIDE management
4.2 to 4.4	DELETED
4.5 c	DELETED
5.3	DELETED
5.4	DELETED
6.1	Payment shall be as per the price schedule format of 4B of Section-4.
6.2	DELETED
6.4	<p>BILLING AND PAYMENT: Payment shall be made after submitting the bills by the agency to K-RIDE. A, after each calendar month and as certified by the division. In case the vehicle is hired for a part of the month, pro-rata payment will be made. Statutory levies such as Income Tax, Service Tax, Works Contract Tax, VAT connected taxes, as applicable at the prevailing rates will be recovered from the bills.</p>
6.4(a)	No advance payment(s) will be made in any case whatsoever.
6.4(c)	Not Applicable
6.4(e)	details along with canceled cheque needs to be uploaded.
Additional Para 7.2	<p>Disputes shall be settled through two stages:</p> <ol style="list-style-type: none"> 1. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then; 2. Arbitration procedures undertaken as provided by "Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows: <ol style="list-style-type: none"> a) if the contract is awarded to a foreign company (not incorporated and registered in India) international arbitration with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of arbitration, by one or more arbitration in accordance with said

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>arbitration rules. The place of arbitration shall be Bengaluru, and the arbitration shall be conducted in English.</p> <p>b) if the Contract is awarded to a domestic company (incorporated and registered in India), arbitration with proceedings conducted in accordance with the laws of India including Arbitration and Conciliation Act, 1996 of India. The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language]."</p> <p>The arbitration and conciliation shall proceed in accordance with Annexure A of Section 6.</p>
7.2.2	<p>Rules of Procedure</p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India</p>
7.2.3	<p>Substitute Arbitrators</p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p>
7.2.4	<p>Qualifications of Arbitrators</p> <p>The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
7.2.5	<p>Miscellaneous</p> <p>In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru.</p> <p>(b) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
Additional Clause- 1	<p>Penalty: The work assigned to the successful bidder shall be attended immediately without any delay in attending the work.</p> <ul style="list-style-type: none"> a. If there are three successive delays in reporting for duty / misbehaviour / non-compliance of regularities specified in the tender, will attract penalty equal to one-day hire charges. b. In the event of breakdown of the vehicle, the agency must arrange a suitable alternative vehicle as the case may be. Failing which an amount equal to two times the quoted rate per day on pro rata basis will be deducted out of the bill amount or any amount available with K-RIDE as a penalty. c. In case the Agency/Company does not provide the Vehicle/Driver from the desired location or breakdowns of vehicle more than once in a month or vehicle is not provided in good working condition, a penalty of Rs.1000/- per day per Vehicle maximum upto Rs.10,000/- per vehicle per month shall be imposed. On repetition of such incidents, K-RIDE may reject the vehicle or terminate the contract for breach of Terms & Conditions of contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional Clause- 2	<p>Performance Security: The Consultant shall obtain (at his cost) a Performance Security, for proper performance of the Contract, for the amount, currencies and validity period for Performance Security stated below.</p> <p>The Contractor shall deliver the Performance Security to the Employer as mentioned after receiving the Letter of Acceptance. The Performance Security/additional Performance Security shall be issued by a bank and from within the country (or other jurisdiction) approved by the Employer, and shall be in the form as given in Section 6 (Contract Forms) or in another form specifically approved by the Employer.</p> <p>The Performance Security/additional Performance Security shall be, An unconditional Bank guarantee in the prescribed format.</p> <p>The bank guarantee shall be from a bank as under:</p> <ul style="list-style-type: none"> a Schedule Bank in India, or a Foreign Bank having their operations in India, or a Foreign Bank which does not have operations in India is required to provide a counter-guarantee by State Bank of India, <p>The Scheduled Bank issuing the Bank Guarantee must be on “Structured Financial Messaging System (SFMS)” platform. A separate advice of the BG shall be invariably be sent by the issuing bank to the Employer’s Bank through SFMS and only after this the BG shall become operative and acceptable to the Employer.</p> <p>The Issuing Bank shall send the SFMS to:</p> <p>Beneficiary: Rail Infrastructure Development Company (Karnataka) Ltd. (K-RIDE) for BG</p> <p>Bank Name: Canara Bank Branch: Prime Corporate Account No. 0430201012110 IFSC Code: CNRB0002636</p> <p>The Consultant shall ensure that the Performance Security/additional Performance Security is valid and enforceable until the Consultant has executed and completed the Works till the financial closure. If the Consultant does not complete the work/service for any reasons whatsoever, the terms of the Performance Security/ additional Performance Security specify its expiry date, and the Consultant has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Consultant shall be bound to extend the validity of the Performance Security/additional Performance Security until the Services have been completed, else, the Employer will notify the Bank issuing the Bank Guarantee for the appropriate action as deemed to have been done while issuing the Bank Guarantee.</p> <p>The Guarantees shall be unconditional and irrevocable. The Employer shall return the Performance Security to the Consultant within 21 days after receiving a copy of the Performance Certificate or passing of the Final Payment Certificate whichever is later.</p> <p>Without limitation to the provisions of the rest of this Clause, whenever a Variation amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Consultant submit Performance Guarantee @ 5% of the increased amount over the original contract price in a specific currency. On the other hand, if the value of contract price decreases by more than 25% of the original contract price payable in a specific currency, Performance Guarantee @ 5% of the decrease in contract price</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>from the original contract price in a specific currency shall be returned to the Consultant, on his request and his cost.</p> <p>Wherever the contract is terminated under Clause 2.7, the Performance Guarantee shall be encashed by the Employer:</p> <ul style="list-style-type: none"> i) in full, not due for release on the date of issue of termination letter in terms of this clause, in case of termination of the contract as a whole; or ii) at the discretion of the Employer it may be encashed in part/parts proportionate to the Contract price of the bill/schedule to which the terminated part of work belongs i.e <p>$P = (A \times B) \div C \text{ where}$</p> <p>P = Proportionate Bank Guarantee Amount.</p> <p>A = Contract price of the particular bill/schedule to which terminated part of work/services belongs.</p> <p>B = Performance Guarantee amount in terms of GC sub clause 4.2.</p> <p>C = Total Contract price.</p> <ul style="list-style-type: none"> iii) not due for release on the date of issue of termination letter in terms of this clause against this particular bill/schedule to which the terminated part of the work belongs, in case of termination in part/parts <p>The balance work/services should be got done separately, and independently by K RIDE without risk and cost of the original Consultant. The original Consultant shall be debarred from participating in the tender for executing the balance work.</p> <p>In case the Consultant fails to perform the contract or its obligations, the Employer may issue the notice and forfeit the Performance Guarantee. Further, at the discretion of K RIDE, the Consultant may be debarred from any of the future tenders for the period of 01 year.</p> <p>The Performance Security shall be for an amount of 5% (Five percent) of the Accepted Contract Amount and in the same currency(ies) in the prescribed form for the stated amount valid for a period of 28 days beyond issue of performance certificate. The Consultant shall not be entitled to any interest on Performance Guarantee.</p> <ul style="list-style-type: none"> a. The successful bidders shall have to submit a Performance Guarantee (PG) Within twenty-one (21) days from the date of issue of Letter of Acceptance (LOA). Further if the 21st day happens to be declared holiday in the office of K-RIDE, submission of PG can be accepted on the next working day. b. In all other cases if the contractor fails to submit the requisite PG even after 21 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated K-RIDE shall be entitled to forfeit the Bid security and other dues payable against to the contract. In case the tenderer has not submitted any security on the strength of their registration as a startup recognized by the Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re- tender for the work. <p>Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Additional Clause-3	The participating bidder should have office setup in Bengaluru. Necessary Document to be submitted.
Additional Clause-4	Tenders should not been terminated or litigation history with K-RIDE, GOK or MOR

Annexure A

Arbitration & Conciliation Procedure

1. No Legal action till Dispute Settlement Procedure is exhausted.

Any and all Disputes shall be settled in accordance with the provisions of Dispute Resolution Clause. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute Resolution Procedures shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

2. Notice of Dispute

For the purpose of this Sub-Clause, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such notice shall be served later than 30 days after the date of completion of Contract.

3. Two Stages for Dispute Resolution

Disputes shall be settled through two stages:

- a) Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause. In the event this procedure fails to resolve the Dispute then;
- b) Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act-1996" & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with this clause.

4. Conciliation

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

5. Conciliation procedure

The Employer shall maintain a panel of Conciliators, who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996" of India & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof. There will be no objection if conciliator so nominated is a serving employee of the Employer who would be Deputy HOD level officer and above. The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute. When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of possible settlement and submit them to the parties for their

observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the parties reach agreement on a settlement of the dispute, then may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively. The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipts of notice by the Conciliator.

The parties shall not initiate, during the conciliator proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

6. Termination of Conciliation proceedings

The conciliation proceedings shall be terminated:

- a) By the signing of the settlement agreement by the parties on the date of agreement; or
- b) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
- c) By a written declaration of the parties to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or
- d) By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration.

Upon termination of the conciliation proceedings, the conciliator shall fix the costs of the conciliation and give written notice thereof to the parties. The costs shall be borne equally by the parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a party shall be borne by that party.

7. Arbitration

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the parties, arising out of or relating to construction/ manufacture, measuring operation or effect of the License Agreement or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

- a) Only such dispute(s) or difference(s) in respect of which notice has been made but could not be settled through Conciliation, together with counter claims or set off, given by the employer, shall be referred to arbitration. Other matters shall not be included in the reference.
- b) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Managing Director, Rail Infrastructure Development Company (Karnataka) Limited, Bangalore (MD/KRIDE).
- c) The disputes so referred to arbitration shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof.

Further, it is agreed between the parties as under:

8. Number of Arbitrations: The Arbitral Tribunal shall consist of:

- i) Sole Arbitrator in cases where the total value of all claims in question added together does not exceed ` 3.00 crores;
- ii) 3 (Three) Arbitrators in all other cases.

9. **Procedure for Appointment of Arbitrators: The Arbitrators shall be appointed as per following procedure:**

- i) In case of Sole Arbitrator: Within 60 days from the day when a written and valid demand for arbitration is received by MD/ KRISE, the Employer will forward a panel of 03 names to the Contractor. The Contractor shall have to choose one Arbitrator from the panel of three, to be appointed as Sole Arbitrator within 30 days of dispatch of the request by the Employer. In case the Contractor fails to choose one Arbitrator within 30 days of dispatch of panel of arbitrators by KRISE then MD/KRISE shall appoint anyone Arbitrator from the panel of 03 Arbitrator as Sole Arbitrator.
- ii) In case of 03 Arbitrators:
 - a) Within 60 days from the day when a written and valid demand for Arbitration is received by MD/KRISE, the Employer will forward a panel of 5 names to the Contractor. The Contractor will then give his consent for any name out of the panel to be appointed as one of the Arbitrators within 30 days of dispatch of the request by the Employer.
 - b) Employer will decide the second Arbitrator. MD/KRISE shall appoint the two Arbitrators, including the name of one Arbitrator for whom consent was given by the Contractor, within 30 days from the receipt of the consent for one name of the Arbitrator from the Contractor. In case the Contractor fails to give his consent within 30 days of dispatch of the request of the Employer then MD/KRISE shall nominate both the Arbitrators from the panel.
 - c) The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties out of the panel of 05 Arbitrators provided to Contractor or from the larger panel of Arbitrators to be provided to them by Employer at the request of two appointed Arbitrators (if so desired by them) and who shall act as Presiding Arbitrator. In case of failure of the two appointed Arbitrators to reach upon consensus within a period of 30 days from their appointment, then upon the request of either or both parties, the Presiding Arbitrator shall be appointed by the Managing Director/KRISE, Bangalore.
 - d) If one or more of the Arbitrators appointed as above refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his / their office/ offices or is / are unable or unwilling to perform his functions as Arbitrator for any reason whatsoever or dies or in the opinion of the MD/KRISE fails to act without undue delay, the MD/KRISE shall appoint new Arbitrator/ Arbitrators to act in his/ their place except in case of new Presiding Arbitrator who shall be chosen following the same procedure as mentioned in para (ii) (c) above. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s).
 - e) The Employer at the time of offering the panel of Arbitrator (s) to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

Qualification and Experience of Arbitrators (to be appointed as per sub-clause above): The Arbitrators to be appointed shall have minimum qualification and experience as under:

Arbitrator shall be; a Working/ Retired Officer (not below E-7 grade in a PSU with which the Employer has no business relationship) of any discipline of Engineering or Accounts/ Finance Department, having experience in Contract Management;

Or

A Retired Officer (retired not below the SAG level in Railways) of any Engineering Services of Indian Railways or Indian Railway Accounts Service, having experience in Contract Management; or a Retired Officer who should have retired more than 3 years previously from the date of appointment as Arbitrator (retired not below E-8 grade in KRISE or a PSU with which the Employer has a business relationship) of any Engineering discipline or Accounts/ Finance Department, having experience in Contract Management or Retired Judge of any High Court or Supreme Court of India or reputed Chartered Accountant & should be member of ICAI, New Delhi. No person other than the persons appointed as per above procedure and having above qualification and experience shall act as Arbitrator.

No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

Neither party shall be limited in the proceedings before such arbitrator(s) to the evidence or arguments put before the Conciliator for the purpose of obtaining his decision. No decision given by the Conciliator in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to arbitrator/s. Neither party shall be limited in the proceedings before such arbitrators to the evidence.

It is agreed by both the Parties that in the cases where Arbitral Tribunal is consist of sole Arbitrator, their disputes shall be resolved by fast track procedure specified in sub-section (3) of 29B of the Arbitration and Conciliation (Amendment) Act, 2015 or as amended up to date.

If the Contractor (s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Employer/ Conciliator that the final demand is ready, he / they will be deemed to have waived his/their claim(s) and the Employer shall be discharged and released of all liabilities under the License Agreement in respect of these claims.

Arbitration proceedings shall be held at Bangalore, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

The Arbitral Tribunal should record day to day proceedings. The proceedings shall normally be conducted on the basis of documents and written statements. All Arbitration awards shall be in writing and shall state item wise, the sum and detailed reasons upon which it is based. A model time scheduled for conduct of Arbitration proceedings in a period of 180 days/365 days will be made available to Arbitral Tribunal for their guidance (180 days is for fast track Arbitration and 365 days for other Arbitrations). Both the parties should endeavor to adhere to time scheduled for early finalization of Award.

The Award of the sole Arbitrator or the award by majority of three Arbitrators as the case may be shall be binding on all parties. Any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

A party may apply for correction of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a tribunal and interpretation of specific point of award to tribunal within 60 days of the receipt of award party may apply to tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

10. **Interest on Arbitration Award**

Where the arbitral award is for the payment of money, interest @ 15% per annum (as per latest guidelines/amendments) shall be payable on whole or any part of the money for the period it is accrued, till the date on which the award is made.

11. Cost of Conciliation/ Arbitration

The fees and other charges of the Conciliator/ Arbitrators shall be as per the scales fixed by the Employer from time to time irrespective of the fact whether the Arbitrator(s) is / are appointed by the Employer or by the Court of law unless specifically directed by Hon'ble Court otherwise on the matter, and shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation will be borne by itself. The latest scale of fee & other charges shall be fixed by KRIDe.

12. Jurisdiction of Courts

Where recourse to a Court is to be made in respect of any matter, the Court at Bangalore shall have the exclusive jurisdiction to try all disputes between the parties.

IV. APPENDICES

Appendix A: Description of Services

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

Appendix-B
Form for Performance Security

To

The General Manager/Procurement,

KRIDE

.....

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

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

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

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

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

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

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

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

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

This guarantee shall be valid for a period of 14 months i.e., upto 2 months beyond the expiry of consultancy contract.

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

Beneficiary Name: General Manager/Procurement/KRIDE.

Bank Name and Bank Address:

Bank A/c No.

Bank IFSC Code:

Signature and Seal of the Guarantor

In presence of

Name and Designation

1. (Name, Signature & Occupation)

Name of the Bank Address

2. (Name & Occupation) Date

Appendix - C

FORM OF CONTRACT PERFORMANCE SECURITY (BANK GUARANTEE)

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

From:

Name and Address of the Bank.....

.....

To:

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

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

AND

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

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

- 1 KNOW ALL MEN by these present that I/We the undersigned /Insert name(s) of authorized representatives of the Bank, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay the Employer the full amount in the sum of /Insert Value of Performance Security required as above stated.
- 2 The Bank undertakes to immediately pay on presentation of demand by the Employer any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Employer on the Bank shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Employer of Bank.
- 3 On payment of any amount less than aforementioned full amount, as per demand of the Employer, the guarantee shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Employer.
- 4 The Bank shall pay the amount as demanded immediately on presentation of the demand by Employer without any reference to the contractor and without the Employer being required to show grounds or give reasons for its demand or the amount demanded.

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

Date.....

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

[Name in block letters]

Appendix - D
FORM OF CONTRACT AGREEMENT

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

CONTRACT No. _____

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

between _____ the _____ on the
one part

(hereinafter called the “Employer”) acting through the General Manager/Procurement, and

_____ in association with
(hereinafter [jointly] called the “Consultant”) on the other part [notwithstanding such association] the Consultant will be represented hereunder at all times by

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

WHEREAS

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

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

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

NOW THEREFORE the parties hereto hereby agree as follows:

Clause 1. Services.

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

Clause 2. Reports.

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

Clause 3. Personnel.

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

Clause 4 Commencement Date.

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

Clause 5. Date of Arrival.

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

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

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

Clause 7. Accounts for Payment:

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

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

Clause 8. Authorized Representative of Consultant.

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

Clause 9. Notices and Requests.

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

The General Manager (Procurement), K-RIDE

For the Consultant

Clause 10. Effective Date.

- a) The Contract shall become effective upon the date notice is given to the Consultant to proceed with the Services pursuant to Clause 4 above.
- b) Should the Contract not have become effective within ninety (90) calendar days of the issue of Letter of Acceptance, either party may, by not less than ten (10) calendar days written

notice to the other party, declare the Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other party with respect hereto.

Clause 11. Miscellaneous.

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

Clause 12. Documents forming the Contract.

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

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

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

FOR AND ON BEHALF OF (THE EMPLOYER)

(Authorized Representative)

FOR AND ON BEHALF OF (THE CONSULTANT)

(Authorized Representative)

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