

Serial No. of Document.....

**KONKAN RAILWAY CORPORATION LIMITED**  
(A Govt. of India Undertaking)

**TENDER DOCUMENT**

**“PROVISION OF SECURITY ARRANGEMENTS FOR OFFICE/RESIDENTIAL  
COMPLEX AT NAC BUILDING-REASI, KRCL COMPLEX –GEETA NAGAR,  
REASI AND KRCL COMPLEX, BATOTE”**

**TENDER NOTICE No. KR/JK/DyCE-HQ/Security/Tender/2010/02**

**Date of opening of Tender: At 15.30 hrs on 09.02.2010**

**Office of Dy.Chief Engineer / HQ  
ED/P Office Complex,  
Konkan Railway Corporation Ltd.  
Reasi - Jyotipuram Road  
Geeta Colony, Post - Gran Morh  
Distt: Reasi – 182311, J&K  
Tele Fax: 01991 - 245316**

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## I. TENDER DOCUMENT ISSUE SHEET

KRCL, Reasi, J&K.

Signature of Tenderer/s

**KONKAN RAILWAY CORPORATION LIMITED  
(A Govt. of India Undertaking)**

**I. TENDER DOCUMENT ISSUE SHEET**

**NAME OF WORK:** "PROVISION OF SECURITY ARRANGEMENTS FOR OFFICE/RESIDENTIAL COMPLEX AT NAC BUILDING-REASI, KRCL COMPLEX –GEETA NAGAR, REASI AND KRCL COMPLEX, BATOTE"

**TENDER NOTICE No. KR/JK/DyCE-HQ/Security/Tender/2010/02**

**DATE OF ISSUE OF  
TENDER DOCUMENT** :

**SR.NO.OF TENDER FORM** :

**COST OF TENDER DOCUMENT** : Rs. 2000/- (Rs. Two Thousand Only).

**ISSUED TO  
(NAME & ADDRESS OF TENDERER)** :

**LAST DATE OF RECEIPT OF  
TENDER DOCUMENT** : 09.02.2010

**SIGNATURE OF KRCL OFFICIAL**

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- Note:** 1. The Tender Documents are not transferable.  
2. The Tender Document shall be submitted intact without detaching any pages.

## II. NOTICE INVITING TENDER



**KONKAN RAILWAY CORPORATION LTD.**  
(A Government of India Undertaking)  
[www.konkanrailway.com](http://www.konkanrailway.com)

Reasi-Jyotipuram Road, Geeta Colony, Post-Gran Morh  
Dist: Reasi – 182311, J&K. Tel: 01991 200234. Fax: 01991 245316

**II. Notice Inviting Tender**

**No. KR/JK/DyCE-HQ/Security/Tender/2010/02**

**Dt: 23.12.2009**

Managing Director, Konkan Railway Corporation Ltd., invites Open Tender in sealed form on the prescribed forms from the reputed agencies for provision of Security arrangements for Office/Residential Complex at NAC Building- Reasi, KRCL complex –Geeta Nagar, Reasi and KRCL Complex, Batote.-

**01. Name of work:** "Provision of Security arrangements for Office/Residential Complex at NAC Building- Reasi, KRCL complex –Geeta Nagar, Reasi and KRCL Complex, Batote" **02.. Approx. cost of work :** Rs. 18.32 lacs. **03. Earnest Money Deposit:** Rs.37,000/- **04. Completion Period :** One year from date of issue of letter of acceptance. **05. Cost of tender document:** Demand Draft of Rs.2000/- (non refundable) drawn in favour of Dy.FA&CAO/P, Konkan Railway Corporation Ltd., payable at Reasi, J&K. **06. Validity of Offer:** 90 days from the date of opening of Tender. **07. Venue for Issue/ depositing & opening of the tender document:** Office of Dy.Chief Engineer / HQ, ED/P Office complex, Konkan Railway Corporation Ltd., Reasi-Jyotipuram Road, Geeta Nagar, Post Gran Morh, Dist : Reasi 182311, J&K. **08. Sale of Tender Document:** From 05.01.2010 to 08.02.2010 from 9:30 hours to 17:30 hours on all working days. **09. Submission of Tender document:** Before 15.00 hrs on 09.02.2010 in the tender box at KRCL's Office address given in sr.no. 07 above. **10. Date of Opening:** At 15.30 hrs on 09.02.2010 **11.** Intending eligible tenderer can download Tender Notice and Tender documents from website: [www.konkanrailway.com](http://www.konkanrailway.com) . **12.** For more information / details, the Tender documents may be referred. **13.** Tender received without Earnest Money in the prescribed form and value as specified in the Tender document shall be summarily rejected. **14.** Late and delayed tenders will not be accepted under any circumstances. **15 Minimum eligibility criteria :** (a) **Past experience of similar work :** The bidder must have completed at least one work of similar nature (i.e., providing security services) with value not less than 35%of the estimated cost of tender during the last **three** financial years and the current financial year (up to the date of opening of the tender). (b) **Financial criteria :** The bidder must have executed 1.5 times of the value of estimated cost of tender during the last three financial years and the current financial year up to the date of opening of tender.

**The path for the tender document in website**

( [www.konkanrailway.com](http://www.konkanrailway.com) → Tenders/Venders → Tenders → Live Tenders → Projects → J&K Region )

**Dy.Chief Engineer / HQ**  
**For & on behalf of**  
**Konkan Railway Corporation Ltd.,**

### **III. GENERAL INFORMATION**

KRCL, Reasi, J&K.

Signature of Tenderer/s

**III. GENERAL INFORMATION**

Sr. No.	ITEM	DESCRIPTION
1	Tender Notice No.	<b>KR/JK/DyCE-HQ/Security/Tender/2010/02</b>
2	Name of the Work	"Provision of Security arrangements for Office/Residential Complex at NAC Building- Reasi, KRCL complex –Geeta Nagar, Reasi and KRCL Complex, Batote"
3	Approx. cost of work	Rs. 18.32 Lacs
4	Completion Period	One year from date of issue of letter of acceptance
5	Earnest Money Deposit.	Rs.37,000/-
6	Place, Date & Time of issue of Tender document	Office of Dy.Chief Engineer /HQ, ED/P Office Complex, Konkan Railway Corporation Ltd., Reasi-Jyotipuram Road, Geeta Nagar, Post Gran Morh, Dist : Reasi 182311, J&K., from 05.01.2010 to 08.02.2010 from 9:30 hours to 17:30 hours on all working days.
7	Cost of tender document (Non-refundable)	i) Demand Draft of Rs.2000/- (Rs.Two Thousand only) drawn in favour of Dy. FA & CAO (P), Konkan Railway Corporation Ltd. Payable at Reasi, J&K. ii) Rs. 500/- (Rs. Five Hundred only) extra for sending tender document by post/courier. iii) If the tender document is downloaded from KRCL website <a href="http://www.konkanrailway.com">www.konkanrailway.com</a> the cost of tender document ( i.e. Rs.2000/-) shall be deposited along with tender document in the form of Demand Draft drawn in favour of Dy. FA & CAO (P), Konkan Railway Corporation Ltd. payable at Reasi, J&K.
8	Place, Date & Time of submission of Tender	Office of Dy.Chief Engineer /HQ, ED/P Office Complex, Konkan Railway Corporation Ltd., Reasi-Jyotipuram Road, Geeta Nagar, Post Gran Morh, Dist : Reasi 182311, J&K., <b>before 15.00 hrs on 08.02.2010.</b>
9	Place, Date & Time of Opening of tenders	Office of Dy.Chief Engineer /HQ, ED/P Office Complex, Konkan Railway Corporation Ltd., Reasi-Jyotipuram Road, Geeta Nagar, Post Gran Morh, Dist : Reasi 182311, J&K., <b>at 15.30 hrs on 09 .02.2010.</b>
10	Validity of Offer	90 days ( Ninety days) from the date of opening.
11	Security Deposit	Security Deposit shall be recovered @ 10% through running account bills till it reaches 5% of contract value.
12	Performance Guarantee	An unconditional Bank Guarantee for an amount equivalent to 5% of the contract value to be submitted within 15 days from the date of issue of Acceptance Letter by KRCL but before signing of contract agreement.

KRCL, Reasi, J&amp;K.

Signature of Tenderer/s

## **IV. TENDER FORM (FORM OF BID)**

KRCL, Reasi, J&K.

Signature of Tenderer/s

#### IV. TENDER FORM (FORM OF BID)

**The Dy.Chief Engineer / HQ  
Konkan Railway Corporation Ltd.,  
Reasi-Jyotipuram Road, Geeta Nagar,  
Post Gran Morh, Reasi 182311, J&K.**

I/We \_\_\_\_\_ [Name and address of the tenderer] have read the various terms and conditions of the tender documents attached herewith and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 90 days from the date fixed for opening the same and in default thereof. I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the works relating to TENDER No. KR/JK/DyCE-HQ/Security/Tender/2010/02 dt.23.12.2009 and Name of work: "Provision of Security arrangements for Office/Residential Complex at NAC Building- Reasi, KRCL complex –Geeta Nagar, Reasi and KRCL Complex, Batote".

I/We hereby bind myself/ourselves to complete the works within the time limits specified in the conditions of tender.

I/We undertake to abide by the policies of the Govt. of India issued from time to time as may be applicable to the work contract.

A sum of Rs.37,000/- valid for a period of 90 days is herewith submitted as Earnest Money Deposit in the form of DD/BG in favour of Dy. FA & CAO (P), Konkan Railway Corporation Ltd. Payable at Reasi, J&K. The full value of Earnest Money Deposit (EMD) shall stand forfeited without prejudice to any rights or remedies the Konkan Railway Corporation Limited may be entitled to if:

I/We fail to keep the offer open for a period of 90 (Ninety days from the date fixed for opening the tender or resile from my/our offer or modify the terms and conditions thereof in a manner not acceptable to the Konkan Railway Corporation Limited.

OR

I/We do not execute the Contract Agreement documents within fifteen days after the receipt of acceptance letter/letter of intent issued by Konkan Railway Corporation Limited that such documents are ready.

OR

I/We do not commence the work within fifteen days after the receipt of orders to that effect.

Until a formal contract agreement is prepared and executed, Letter of acceptance issued for this tender constitute binding contract between me/us subject to modifications as may be mutually agreed to between me/us and indicated in the letter of acceptance of my/our offer for this work.

**SIGNATURE OF TENDERER(S)  
ADDRESS:**

**DATE:  
SEAL:**

**SIGNATURE OF WITNESSES**

- 1.
- 2.

KRCL, Reasi, J&K.

Signature of Tenderer/s

## V. INSTRUCTIONS TO TENDERER/S

KRCL, Reasi, J&K.

Signature of Tenderer/s

## V. INSTRUCTIONS TO TENDERERS

### A. GENERAL

1.0 **Introduction:** Konkan Railway Corporation Ltd (KRCL) is a Central Public Sector Enterprise under the Ministry of Railways. KRCL has registered Office at New Delhi and Corporate Office at CBD Belapur, Navi Mumbai. Hereinafter may also be referred as Corporation.

2.0 **Scope of work:**

2.1 Provision of Security arrangements for Office/Residential Complex at NAC Building-Reasi, KRCL complex –Geeta Nagar, Reasi and KRCL Complex, Batote

The scope given is only indicative. For more details please see Special Conditions of Contract.

2.2 **Statutory formalities:** Only Ex-service man having Army Discharge Certificate and valid Gun License shall be deployed as Security Guard / Supervisor. The copies of these documents shall be submitted to this office and original documents shall have to be submitted for scrutiny.

3.0 **Brief about Bid:**

3.1 **General:** The Tenderer/s may submit the bid as per the details of this tender.

3.2 **Period of Contract:** One year from date of issue of letter of acceptance.

3.3 **Minimum eligibility criteria :**

3.3.1 **Past experience of similar work :** The bidder must have completed at least one work of similar nature (i.e., providing security services) with value not less than 35% of the estimated cost of tender during the last **three** financial years and the current financial year (up to the date of opening of the tender).

3.3.2 **Financial criteria :** The bidder must have executed 1.5 times of the value of estimated cost of tender during the last three financial years and the current financial year up to the date of opening of tender.

4.0 **Availability of Bid Documents:**

4.1 The tender documents will be issued from 9:30 hours to 17:30 hours on all working days from 05.01.2010 to 08.02.2010 on receipt of a request letter on the firm's letter head duly authorizing and attesting the signature of the person to whom the same is to be delivered. The said request letter should be accompanied with a Demand Draft of Rs.2000/- (Rupees Two Thousand Only) drawn in favour of Dy. FA & CAO (P), Konkan Railway Corporation Limited payable at Reasi, J&K, towards the cost of the tender document, which shall not be refunded. An amount of Rs. 500/- (Rs. Five Hundred Only) shall be charged extra if request is made to send the tender document by post/courier. Konkan Railway Corporation Limited shall not be held responsible for any postal/courier delay if any in the delivery of the documents or non-receipt of the same.

**TENDER NOTICE No. KR/JK/DyCE-HQ/Security/Tender/2010/02**

- 4.2 Tender documents are also available on Konkan Railway web site [www.konkanrailway.com](http://www.konkanrailway.com) and the same can be downloaded and used as tender document for submitting the offer. The cost of tender documents as indicated above will have to be deposited by the tenderer/s in the form of a Demand Draft payable in favour of Dy. FA & CAO (P), Konkan Railway Corporation Ltd. along with tender document. This amount should not be included in the Earnest Money. The Demand Draft should be submitted in the separate envelope duly super scribing "Demand Draft towards cost of Tender Documents". In case, tender is not accompanied with the cost of the tender documents as detailed above, tender will be summarily rejected.
- 4.3 Tenderer/s can download tender documents at his/their own risk and cost, for the purpose of perusal as well as for using the same as tender document for submitting their offer. Master copy of the tender document will be available in the Office of Dy.Chief Engineer/HQ, ED/P Office Complex, Konkan Railway Corporation Ltd., Reasi-Jyotipuram Road, Gran Morh, District Reasi, 182311, J&K. Tele-Fax No. 01991-245316. In case of any discrepancy between the tender documents downloaded from internet and the master copy, later shall prevail and will be binding on the tenderers. No claim on this account will be entertained.
- 4.4 Tender is to be downloaded from the internet and printout is to be taken on A-4 size paper and details are to be entered by the tenderer at the various locations in the document. Submission of photocopy of tender document is prohibited.
- 4.5 Tenderers shall submit the tender before the stipulated time.
- 4.6 It is the responsibility of all the tenderers to check for any corrections or any modifications published subsequently in website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), print it out, sign all the pages and attach it with the main tender document.
- 4.7 Downloaded copy shall be bound properly before submission.

**5.0 One bid per Tenderer:**

- 5.1 Each Tenderer shall submit only one bid for tender.

**6.0 Cost of Bidding:**

- 6.1 The Tenderer shall bear all costs associated with the preparation and submission of the bid and the Corporation will in no case be responsible or liable for these costs regardless of the conduct or the outcome of the bidding process.

**B. BIDDING DOCUMENTS**

**7.0 Content of Bidding Documents:**

- 7.1 The bidding documents include the following:
- Tender Document Issue Sheet
  - Notice Inviting Tender
  - Tender Form (Form of Bid)
  - Instructions to tenderer/s
  - General Conditions of Contract
  - Special Conditions of Contract
  - Schedule of Items, Rates and Quantities (Bill of Quantities)
- 7.2 The Tenderer is expected to examine all instructions, terms, conditions, forms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Tenderer's risk and his bid is liable for rejection.

KRCL, Reasi, J&K.

Signature of Tenderer/s

**8.0 Amendment of Tender Documents:**

- 8.1 At any time prior to the deadline for submission of bids, Corporation may for any reason whether at its own initiative or in response to any request by any prospective Tenderer, amend the bidding documents by issuing addendum or/and Corrigendum, which shall become an integral part of the Tender documents. The amendment shall be advised to all the prospective Tenderer/s. The last corrigendum if any, shall be issued, 7 (seven) days before the date of opening of the tender. All tenderers especially the tenderer/s downloading the tender documents from website shall ensure regarding the addendum(s)/ corrigendum(s) issued if any, and placed on the web site. The tenderer/s shall take due care in submission.
- 8.2 The term —Correction slip if and where referred to in this tender document includes the following terms also.
- a. Addendum slip
  - b. Correction slip
  - c. Addendum slip and Corrigendum slip which are issued in consecutive serials

**C. PREPARATION OF BID**

**9.0 Language of Bid:**

- 9.1 The bid prepared by the Tenderer and all documents related to the bid shall be written in English language.

**10.0 Bid prices:**

- 10.1 The contract shall be for the whole works as described in clause 2.0, based on the priced Bill of Quantities submitted by the Tenderer.
- 10.2 The Tenderer shall fill in single percentage above, below or at par for total of all items of the works described in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 10.3 All duties, taxes other than service tax, and other levies payable by the Contractors under the contract, or for any other cause shall be included in the total bid price submitted by the Tenderer.
- 10.4 The tenderer/s shall quote single percentage rate above/below/at par for the total amount shown in Schedule.
- 10.5 Along with percentage rate quoted, the tenderer should also quote either “**Above**” or “**below**” or “**At par**”, failing which the offer shall be summarily disqualified.
- 10.6 The percentage rate should be quoted in figures as well as in words. If there is variation between the percentage rate quoted in figures and in words, the percentage rate quoted in 'words' shall be taken as correct.
- 10.7 If required by KRCL, after opening of the tender, tenderer/s shall submit the rate analysis in support of the percentage rate quoted by him/them.

**11.0 Currencies of bid and payment:**

- 11.1 The unit rates and the prices shall be quoted by the Tenderer entirely in Indian Rupees.

**12.0 Period of validity of the tender:**

- 12.1 The validity of the offer shall be 90 days (Ninety Days) from the date of opening of the tender.
- 12.2 Notwithstanding the above clause, the Corporation may solicit the tenderer/s consent to an extension of the validity period of the tender. The request and the response shall be made in writing.

**13.0 Earnest Money:**

- 13.1 The Tenderer shall be required to deposit an amount of Rs Rs.37,000/- (Rupees Thirty Seven Thousand Only) towards Earnest Money with the tender for the due performance with the stipulation to keep the offer open till such date/period as specified in the tender, under the conditions of tender.
- 13.2 Tender received without Earnest Money in the prescribed form and value as specified in the tender document shall be summarily rejected.
- 13.3 The Earnest Money of the requisite amount shall be submitted in any of the following forms (Clause No. 13.3.1 to 13.3.3).
- 13.3.1 Deposit receipts, pay orders or demand drafts executed by State Bank of India or any of the Nationalized Banks or by a Scheduled Bank listed by Reserve Bank of India.
- 13.3.2 The Earnest Money of the requisite amount is required to be submitted in favour of Dy. FA & CAO (P), Konkan Railway Corporation Ltd., Reasi, J&K.
- 13.3.3 Earnest Money shall be valid for 90 days (Ninety Days) from the date of opening the tender.
- 13.4 Any request for recovery from outstanding bills for earnest money against present tender shall not, under any circumstances, be entertained. Also, Earnest Money submitted for any other tender(s) in KRCL shall not be adjusted or entertained against present tender.
- 13.5 Standing earnest money deposit, if any with KRCL will not be considered for the purpose of this tender. Earnest money deposit in the form of Guarantee bonds will not be accepted.
- 13.6 Konkan Railway Corporation Limited shall not be responsible for depreciation that may happen to the earnest money while in Corporation's possession nor will be liable to pay interest thereon.

**14.0 Forfeiture of Earnest Money:**

- 14.1 *The Earnest Money of the tenderer is liable to be forfeited if:*
- i) The tenderer withdraws his tender during the period of tender validity specified in Clause No.12.0 of Instruction to Tenderers or extended validity period as agreed to in writing. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Corporation.
- ii) The tenderer has furnished misleading/wrong or fraudulent information/documents.
- iii) The successful tenderer fails to sign the Contract Agreement in accordance with the terms of the tender, or
- iv) The successful tenderer fails to furnish Performance Guarantee in accordance with the terms of the tender, or
- v) The successful tenderer fails to commence the work within the time period stipulated in the tender.

**15.0 Return of Earnest Money:**

- 15.1 The Earnest Money of the unsuccessful tenderers shall be returned as promptly as possible.
- 15.2 The Earnest Money of the successful tenderer will be returned after submission of Performance Bank Guarantee of requisite amount and signing of Contract agreement.

**16.0 Identity of tenderer:**

- 16.1 Tenderer/s should specifically and fully disclose in their respective tenders, their respective constitutions and submit along with tender, attested Photostat copies of documents like partnership deed, Articles and Memorandum of Association, Certificate of incorporation etc. If a tenderer is a Sole Proprietary firm, HUF, it should be specifically mentioned so. In case of partnership firm and limited company, it should be stated whether the same is registered under the Indian Partnership Act 1932 or Company Act 1956 respectively. The name and address of all the partners of the firm should be fully disclosed. Konkan Railway Corporation Limited shall always have the liberty to demand production of the original of the said documents and also to make such further and other requisitions regarding the constitution of the tenderer as may be considered necessary.

**17.0 Joint Venture/Consortium:**

- 17.1 Joint Venture/Consortium is not permitted.

**D. SUBMISSION OF BIDS**

**18.0 Signing of all Bid papers and Completing Bill of Quantities:**

- 18.1 Each page of the tender documents, including addendum, corrigendum issued (if any) and all documents required for fulfilling eligibility criteria, schedule of rates/price bid are to be signed in original and dated with company seal in original by the tenderer/s or such person/s on his/their behalf who is/are holding the power of Attorney and legally authorized to sign for him/them. (Enclose original Power of Attorney as listed at Cl.20.3.8.)
- 18.2 Tenderers are advised not to make any corrections, additions or alterations in the original tender documents. If tenderer makes any correction in his, own entries, the same shall be initialed and stamped by him. If this condition is not complied with, tender is liable for rejection.
- 18.3 Offers shall not be qualified with any conditions. Conditional offers shall be summarily rejected without giving any reasons.

**19.0 Understanding and Care in Submission of tender:**

- 19.1 Before submitting the tender, the tenderer will be deemed to have satisfied himself by actual conditions. Tenderer should ensure that the percentage rates quoted by the tenderer in the tender schedule are adequate and all inclusive for the completion of works to the entire satisfaction of the Officer in charge.
- 19.2 The tenderer should clearly read and understand all the terms and conditions, specifications etc. mentioned in the original tender documents.

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- 19.3 It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 19.4 Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, and has made himself aware of the scope and specifications of the work to be done.
- 19.5 The tenderer/s is/are advised to submit all necessary authentic data with necessary supporting certificates for the various items of evaluation criteria in one go with the tender. For incomplete submission, tenderer/s shall remain responsible and the offer is liable for rejection.

**20.0 Documents to be submitted by tenderer/s:**

- 20.1 Tenderer/s shall note that original tender documents, addendum, corrigendum issued (if any) should be submitted intact without detaching any pages at the time of submission of tender.
- 20.2 Tenderer/s has to submit all the documents required as per tender conditions at the time of submission of Tender. Documents submitted for any other tender(s) or submitted for any other purpose and available with KRCL will not be entertained or considered against present tender.
- 20.3 The documents required under the tender conditions for submission along with the tender are listed below. The tenderer/s are advised to examine the various conditions and submit their offer with following details.
- 20.3.1 Tenderer/s Information - Appendix - I
- 20.3.2 Undertaking by the tenderer - Appendix - II
- 20.3.3 Form of Tender - III
- 20.3.4 Performance Bank Guarantee - Appendix -IV
- 20.3.5 Affidavit by tenderer in case of downloading the tender from website - Appendix - V
- 20.3.6 List of Security Personnel with their identity likely to be deployed - Appendix - VI
- 20.3.7 Earnest Money Deposit.
- 20.3.8 Original power of attorney duly attested by Notary for signing the tender documents.
- 20.3.9 Tender document along with BOQ duly signed & stamped in all pages.
- 20.3.10 In case one or more of the members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- a) Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern OR he is in position of "KARTA" of Hindu Undivided Family and he has the authority, power and consent given by other partners to act on behalf of HUF.
- 20.3.11 In case one or more of the members is/are limited companies, *the following documents shall be submitted :*
- a) Notary certified copy of resolutions of the Directors of the Company, permitting / authorizing the company MD or one of the Directors or Managers of the Company to sign MOU, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
- b) Copy of Memorandum and articles of Association of the Company.
- c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

**KRCL, Reasi, J&K.**

**Signature of Tenderer/s**

- 20.3.12 In case of sole proprietorship, an affidavit of sole proprietorship and if the tender is signed by any other person, Power of attorney by the sole proprietor in favour of Signatory shall be submitted along with tender.
- 20.3.13 In case of Partnership, if tender is not signed by all the partners, Power of Attorney in favour of the signatory authorising him to sign the documents shall be submitted along with tender. The person signing the documents should also have a specific authority to refer disputes with the partnership firm to arbitration.
- 20.3.14 In case of a Company, copy of the Board Resolution authorizing the signatory to sign on behalf of the Company shall be submitted along with tender.
- 20.3.15 The Tenderer/ shall submit all the attested copies to prove the past experience of similar work & financial criteria as mentioned in para 3.3 ( 3.3.1 & 3.3.2 ) from Central/ State Govt. agencies, PSUs, Govt bodies & reputed private Ltd Companies. The bids submitted without these documents will not be considered for evaluation.**

**21.0 Submission of Tender:**

- 21.1 The tender documents conforming proposals shall be submitted in properly sealed containing all tender papers including Bill of Quantities are to be submitted.
- 21.2 Bill of Quantities with single percentage rate for Schedule duly filled
- 21.3 Completed tender documents sealed as described in para 21.1 & 21.2 above shall be sealed in a large envelope superscribing the name of the work as stated above. In addition a sealed envelope (superscribing "Earnest Money for the work" ) containing the Earnest Money in the form as prescribed in the tender documents and another sealed envelope (superscribing "Cost of Tender document" ) in case tender document down loaded from website shall also be submitted along with tender document in sealed larger envelope. The completed tender documents as stated above shall be deposited in the tender box at KRCL's Office at the address given in Notice Inviting Tender (NIT) Sl.no.7, before 15:00 hours on 09.02.2010.
- 21.4 Tenders duly sealed in the prescribed manner as mentioned above can also be sent through Registered Post/Speed Post/Courier so as to reach in this office not later than the time and date of depositing of tenders. Any tender offer received later than the time and date of depositing of tenders shall not be accepted

**22.0 Deadline for submission of tender:**

- 22.1 The tender duly filled must be received by the Corporation at the address specified not later than the date and time mentioned in the Notice Inviting Tender. Late and delayed tenders shall not be accepted and will be summarily rejected.
- 22.2 The Corporation may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.

**E. BID OPENING AND EVALUATION**

**23.0 Opening of the tender:**

- 23.1 Tenders shall be opened at 15:30 hours on 09.02.2010 in the presence of the tenderer/s or their authorized representatives intending to attend the opening.
- 23.2 In case the date of tender opening happens to be a holiday, the tender will be opened on next working day at the same time and place.
- 23.3 Tenderers or their authorised representatives who are present shall sign register in evidence of their attendance.

23.4 Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as the Corporation may consider appropriate will be announced and recorded at the time of bid opening.

**24.0 Withdrawal of tender:**

24.1 No tender can be withdrawn after submission and during tender validity period. Please note the provisions of clause No. 14.0 above.

**25.0 Preliminary Examination of Bids:**

25.1 The Corporation shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the bids are generally in order.

25.2 Prior to the detailed evaluation, the Corporation shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation. A material deviation, objections, conditionality or reservation is one;

25.2.1 That affects in any substantial way the scope, quality or performance of the contract.

25.2.2 That limits in any substantial way, inconsistent with the bidding documents, the Corporation's rights or the successful Tenderer's obligations under the contracts; or

25.2.3 Whose rectification would unfairly affect the competitive position of other Tenderer/s, who is presenting substantially responsive bids.

**26.0 Clarification of the Bids:**

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

**27.0 Negotiations:**

27.1 KRCL reserves the right to negotiate the offer submitted by the tenderer to bring down the rates to a reasonable level. The tenderer called for negotiations shall be required to furnish the following form of declaration before commencement of negotiation:

"I, \_\_\_\_\_ do declare that in the event of failure of contemplated negotiations relating to Tender No. KR/JK/DyCE-HQ/Security/Tender/2010/02 dated: 23.12.2009 my original tender shall remain open for acceptance on its original terms and conditions"

27.2 The tenderer must note that during negotiations, percentage (%) rate can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases percentage (%) rate, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

**28.0 Disqualification:**

- 28.1 Tenderer/s may note that even if they meet the eligibility criteria as given above, they are liable for disqualification, if the Tenderer have:
- 28.1.1 Given misleading or false information in the forms, statements and attachments submitted;
- 28.1.2 Financial failure due to bankruptcy etc.
- 28.1.3 If it is found at any time before finalization of tender, that any tenderer/s has/ have furnished misleading/wrong or fraudulent information / documents, his /their tender shall not be considered. If it is found at any time after finalization of tender, that any tenderer/s had furnished misleading/wrong or fraudulent information/documents, such case will attract criminal proceedings and work will be terminated and balance work will be carried out independently and Security Deposit shall be forfeited and the Performance Guarantee shall be encashed.

**29.0 Canvassing:**

- 29.1 No tenderer is permitted to canvass in any form on any matter relating to this tender or the bid of any other tenderer. If found doing so, is liable for rejection.

**30.0 Right of KRCL to deal with tenderers:**

- 30.1 The authority for acceptance of the tenders shall rest with the Corporation. KRCL reserves the right to postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reasons thereof without any compensation to the tenderer/s. KRCL's assessment of suitability as per eligibility criteria shall be final and binding. It shall not be obligatory on the Corporation to accept the lowest tender or any other tender / tenders and the Corporation is not bound to / required to assign any reasons for rejection of a particular tender or rejection of all the tenders. The Corporation reserves the right to discharge the tender/s in full or in part without assigning any reason for the same. The tenderers shall have no right to claim damages / compensation in the event of such non-acceptance as the case may be. Corporation also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary. The Corporation / Engineer-in-charge reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.
- 30.2 If the tenderer gives wrong information in his tender or creates illegal circumstances for the acceptance of his tender, KRCL reserves right to reject such tender at any stage and forfeit their Earnest Money as in clause 14.0.
- 30.3 If the tenderer, as individual or as a partner of partnership firm, expires after the submission of his/their tender but before award of work, or after the acceptance of his/their tender, the Corporation/Engineer shall deem such tender as cancelled unless the firm retains its character.

**F. AWARD OF CONTRACT**

**31.0 Award of Contract:**

- 31.1 Corporation/Engineer shall notify the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer that his tender has been accepted.

KRCL, Reasi, J&K.

Signature of Tenderer/s

31.2 The Corporation shall send two copies of Letter of Acceptance (LOA) out of which one shall be returned by the Contractor to the Corporation with clear endorsement of "Unconditionally Accepted" with Authorized Signatory of Contractor on each page of LOA with Company/firm's stamp/seal.

31.3 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Corporation/Engineer and the contractor till such time the contract agreement is signed.

**32.0 Execution of Contract Agreement:**

32.1 After the award of work, an agreement will be drawn up. The agreement shall be prepared based on the master copy available in the Office of Dy.Chief Engineer / HQ, ED/P Office complex, KRCL, Reasi, J&K and not based on the tender documents submitted by the tenderer. The Parties shall enter into a Contract Agreement within 15 (Fifteen) days after the contractor receives the Letter of Acceptance, unless they agree otherwise. The costs of stamp duties for entering into the Contract Agreement shall be borne by KRCL. The proforma of the agreement is enclosed at Appendix —III.

32.2 Necessary copies of the contract documents shall be signed by the competent authority of KRCL and authorized representative of Contractor and one copy given to the Contractor.

**33.0 Form of Contract Documents:**

33.1 Contract shall be complete in respect of the documents it shall constitute.

33.2 These instructions to the tenderer/s shall be deemed to form a part of the tender documents.

## VI. LIST OF APPENDICES

### LIST OF APPENDICES

<b>Sr. No.</b>	<b>Description</b>	<b>References</b>
1	Tenderer/s Information	Appendix - i
2	Undertaking by Tenderer	Appendix – ii
3	Form of Tender	Appendix – iii
4	Performance Bank Guarantee	Appendix – iv
5	Affidavit by tenderer in case of downloading the tender from website	Appendix – v
6	Execution of Work	Appendix – vi

**TENDERER'S INFORMATION**

All tenderers are requested to complete the information in this form.

1. Name of Tenderer :
2. Head office Address :
3. Address on which correspondence should be done with Tel. Nos., Fax No. & e-mail address
4. (i) Place of incorporation / registration  
(ii) Year of incorporation / registration
5. Constitution of Tenderer
  - i) Specify, if the Tenderer is
    - (a) An individual
    - (b) A proprietary firm -----
    - (c) A firm in partnership
    - (d) A Limited Company or Corporation
    - (e) A group of firms(If yes, give complete information in respect of each member)
  - ii) Attach a copy of Proprietorship or Partnership Deed or Article of Association or Incorporation of Company -----
6. Give particulars of registration with Govt./Semi Govt./Public Sector Undertakings/Local Bodies -----
7. PAN No -----
8. PF No -----
9. Experience in similar type of works :

**UNDERTAKING BY TENDERER**

1. Being duly authorized to represent and act on behalf of .....  
..... and having reviewed and fully understood all the eligibility requirements and information provided, the undersigned hereby declare that:
  - i) The statements, made and information provided in the bid application, are completely true and correct in every detail.
  - ii) This application is made in the full understanding that:
    - (a) Bids by Applicants will be subject to verification of all information submitted at the time of bidding & Konkan Railway Corporation Limited (KRCL) or any authorized representative of KRCL is hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with the application and to seek clarification from our bankers, clients regarding any financial & technical aspects.
    - (b) In the event that the information/document submitted are found to be false or misleading, this bid application will be disqualified.
  - iii) Konkan Railway Corporation Limited reserves the right to:
    - (a) Modify the scope of work and the Tenderer/s shall have no claim on this account.
    - (b) Reject or accept any application, cancel the tender process, and reject all applications without assigning any reason thereof.

**Signed:.....**

**Name .....**

**For & on behalf of .....**

**Name of Applicant.....**

**Firm / Company .....**

# TO BE EXECUTED ON A STAMP PAPER OF RS. 100/-

## KONKAN RAILWAY CORPORATION LIMITED

### AGREEMENT FOR WORK

CONTRACT AGREEMENT NO. KR/JK/Dy.CE/HQ/CONT-Security/2010/02 made this ----- day of -----, 2010 between KONKAN RAILWAY CORPORATION LIMITED, acting through the Dy.Chief Engineer/HQ, head quartered at Reasi, J&K, hereinafter called the Corporation (which expression shall unless repugnant to the context shall include the successors, heirs, administrators and permitted assigns of the Corporation) of the one part

AND

M/s -----  
----- [Name of Contractor with Address] (Represented by Shri. ----- (having been authorized to sign the contract) hereinafter called the Contractor (which expression shall unless repugnant to the context shall include the successors, heirs, administrators and permitted assigns of the Contractor) of the other part

WHEREAS the Contractor has submitted his tender for the performance of the work i.e. Hiring of -----  
-----  
-----  
vide their offer for Tender No. KR/JK/DyCE-HQ/Security/Tender/2010/02 dtd. -----, at the rate of -----% above/below/at par [strike out whichever is not applicable] (----- [in words] Percent above/below/at par) the Schedule of Items, Rates & Quantities.

WHEREAS the Corporation has held negotiations for the above work vide their letter No. ----- dtd. ----- (Annexure -----) and the firm has quoted their negotiated percentage at the rate of -----% (----- [in words]) above the Schedule of Items, Rates and Quantities at total cost of Rs. -----/- (Rs. ----- Only [in words]). {This is applicable in case negotiations held with Contractor}.

KRCL, Reasi, J&K.

Signature of Tenderer/s

WHEREAS the Corporation has issued their acceptance to Contractor's offer / negotiated offer [Strike out whichever is not applicable] for schedule vide their letter No. -----  
----- dtd. -----at the rate of -----% (-----  
Percent) above/ below / at par the basic cost of Schedule at the total cost of Rs. -----  
------(Rs. -----only) annexed hereto and marked as Annexure ----- and the Contractor has agreed & confirmed his unconditional acceptance to the Corporation's said letter of acceptance referred above and marked as Annexure - -----.

NOW THIS INDENTURE WITNESSETH that in consideration of the payment to be made by the Corporation to the Contractor's aforesaid letter of acceptance, the Contractor will duly perform the said work and shall execute the same with great promptness care and accuracy in workman like manner to the satisfaction of the Corporation and will complete the same in accordance with the said specifications, (----- [in words]) months from the date of issue of acceptance letter and further will observe to fulfill and keep all the conditions contained in the Corporation's letter of acceptance (which shall be deemed and taken as to be integral part of the agreement)

AND THE Corporation does hereby agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe to keep the said terms and conditions, the Corporation will pay, or cause to be paid to the Contractor, for the said work, at the rates given for various items in the Schedule of Items, Rates and Quantities and percentage rate / negotiated percentage rate tendered by Contractor and as accepted by Corporation as set forth in the Annexure ----- - Schedule of Items, Rates and Quantities (Bill of Quantities).

It is hereby agreed that all the provisions of the said conditions, specification which have been carefully read and understood by the Contractor and bill of quantities shall be as binding upon the Contractor and upon the Corporation and if the same has been repeated herewith shall be read as part of these presents.

The entire document including Annexure, (from Page No. ----- to -----), is annexed to this Agreement shall form and construed as part of this Agreement.

**Dy.Chief Engineer /HQ  
KRCL, Relasi, J&K**

**Signature of the Contractor**  
**M/s** .....  
.....  
.....  
**[Name and Address of Contractor]**

**1. WITNESS:**

**1. WITNESS:**

**2. WITNESS:**

**2. WITNESS:**

KRCL, Reasi, J&K.

Signature of Tenderer/s

# TO BE EXECUTED ON A STAMP PAPER OF RS. 100/-

## GUARANTEE BOND

### (FOR PERFORMANCE BANK GUARANTEE)

In consideration of the KONKAN RAILWAY CORPORATION LTD., Reasi-Jyotipuram Road, Post: Gran Morh , Dist: Reasi 182311, J&K, (hereinafter called —M/s KRCL) having agreed to exempt M/s ----- [Name and full Address of work awarded contractor], [hereinafter called —the said Contractor(s)] from the demand, under the terms and conditions of Letter of Acceptance No. **KR/JK/DyCE-HQ/Security/Tender/2010/02** Dated ----- made between KONKAN RAILWAY CORPORATION LTD., and M/s ----- [Name of work awarded contractor], for — Hiring of -----

----- [Name of work] (hereinafter called —the said Agreement) of Performance Guarantee for the due fulfillment of the work by the said contractor(s) as per the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. - ----- (Rupees ----- [in words]), We, ----- [Name of Bank with full Address] (hereinafter referred to as —the Bank) at the request of M/s ----- [Name of work awarded contractor] Contractor(s) do hereby undertake to pay to M/s KRCL amount not exceeding Rs. ----- (Rupees ----- [in words]), against any loss or damage caused to or suffered or would be caused to or suffered by M/s KRCL by reasons of any breach of the said contractor(s) of any of the terms or conditions contained in the said Agreement.

We, ----- [Name of Bank] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from M/s KRCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by M/s KRCL by reason of breach by the said contractor(s) of any terms or conditions contained in the said Agreement or by reason of the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees - ----- [in words]).

KRCL, Reasi, J&K.

Signature of Tenderer/s

We undertake to pay to M/s KRCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We, ----- [Name of Bank], further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of M/s KRCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till M/s KRCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before - ----- [Date up to which the Bank Guarantee is valid], we shall be discharged from all liability under this guarantee thereafter.

We, ----- [Name of Bank], further agree with M/s KRCL that M/s KRCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by M/s KRCL against said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part

1. Our liability under this Bank Guarantee shall not exceed Rs. ----- (Rupees ----- [in words]).
2. This Bank Guarantee shall be valid upto ----- [Date which shall be equal to currency of contract including maintenance period].
3. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if KRCL serve upon us a written claim or demand on or before ----- [Date up to which Bank Guarantee is valid].

**SIGNATURE AND SEAL OF THE BANK**

**Date:**

**Place:**

**Note:** - The authorized signatory of the Bank shall sign with stamp on each page of the Bank Guarantee.

**Appendix – v**

**AFFIDAVIT \***

**(Applicable for tender documents downloaded from KRCL website)**

- A) I/We hereby solemnly declare and certify that I/We are fully responsible for the errors/omissions in the tender documents downloaded from the KRCL web site **www.konkanrailway.com.**
- B) I/We hereby agree that in case of errors/omissions in the tender documents downloaded from the web site, the master copy (along with the corrigendum's, if any issued) available with the Office of Dy.Chief Engineer /HQ, ED/P Office complex, Konkan Railway Corporation Ltd., Reasi-Jyotipuram Road, Gran Morh, District Reasi, 182311, J&K. Tel: 01991 - 200234, Fax No. 01991-245316.
- C) In case, the tender documents downloaded from web site and submitted found incomplete, I/We hereby accept that tender shall be liable for rejection.
- D) I/We hereby agree that the agreement shall be prepared based on the master copy available in the Office of Dy.Chief Engineer / HQ, ED/P Office complex, Konkan Railway Corporation Ltd., Reasi-Jyotipuram Road, Gran Morh, District Reasi, 182311, J&K and not based on the tender documents downloaded from the KRCL web site and submitted by me/us.

**Signature of Tenderer(s)**

**Date:**

**Seal:**

-----  
**\*To be given on Non-judicial stamp paper duly signed by authorized notary.**

**EXECUTION OF WORKS**

**34.0 Priority of Documents and specifications:**

34.1 The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents within the contract agreement shall be in accordance with the following sequence:

- i) The Contract Agreement Sheets
  - ii) The Letter of Acceptance
  - iii) Special Conditions of Contracts
  - iv) General Conditions of Contract
  - v) Schedule of Items, Rates and Quantities / Bill of Quantities (BOQ)
  - vi) Instructions to tenderer/s
  - vii) Appendices
- 34.2 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to specifications or from any of his obligations under the contract.

**35.0 Performance Guarantee**

- 35.1 The performance guarantee shall be furnished by successful contractor after the letter of acceptance has been issued, but before signing of agreement. The agreement shall be normally signed within fifteen days after the issue of letter of acceptance.
- 35.2 The successful Tenderer shall give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value. Performance Guarantee shall be acceptable in the form of Deposit receipts, pay orders, demand drafts also. This Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of Performance Guarantee extended to cover such extended time for completion of work plus 60 days.
- 35.3 Performance Guarantee shall be released after the physical completion of the work based on the Completion Certificate issued by the Competent Authority stating that the contractor has completed the works in all respects satisfactorily.
- 35.4 Wherever the contract is rescinded, the Security Deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other partnership firm.
- 35.5 Performance Guarantee shall be from amongst banks mentioned in clause 13.3.1 of Instruction to Tenderers.
- 35.6 Performance Guarantee from International Banks will not be accepted.

**36.0 Security Deposit:**

- 36.1 Security Deposit shall be 5% of the contract value.
- 36.2 Security Deposit shall be recovered at 10% from Running Bills till it reaches 5% of the contract value.
- 36.3 Security Deposit will be recovered only from the running bills of the contract and no other mode of collecting Security Deposit such as Security Deposit in the form of instruments like Bank Guarantee, Fixed Deposit etc. shall be accepted towards Security Deposit.
- 36.4 Security Deposit shall be released to the contractor after passing the final bill based on "no claim certificate", as certified by the Competent Authority of KRCL. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Corporation against the contract concerned. Before releasing Security Deposit, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained.

**37.0 Payment of Bills:**

- 37.1 Bill / Payment Bill should be submitted in the name of Dy.Chief Engineer, KRCL, Reasi/Batote, J&K, along with muster details of Security Personnel worked for the previous month for every month duly certified by nominated Official of KRCL. Payment will be made within 15 days after receipt of the bill.
- 37.2 The "on account bill" should be submitted monthly.
- 37.3 Service Tax Registration No. should invariably be quoted in the bill.
- 37.4 Income Tax/ other applicable taxes if any, shall be included in the quoted rate. Income tax / other taxes shall be deducted from each bill as per extant rules.
- 37.5 No advance payment shall be made to the contractor.

**38.0 Termination of Contract:**

- 38.1 The contract is liable to be terminated after 7 days notice, in case the services are found unsatisfactory.
- 38.2 KRCL may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts if –
  - 38.2.1 The contractor fails to supply any or all of the vehicles within the period specified in the contract where specified.
  - 38.2.2 The contractor fails to perform any other obligation/s under the general and special conditions of contract.

**39.0 Taxes and Duties:**

- 39.1 In terms of new section 194 C inserted by the Finance Act 1972 in the Income Tax Act 1961, KRCL shall at the time of arranging payments to the contractor, be entitled to deduct income tax at source. The deductions towards income tax to be made at source from the payments due to the non-residents shall continue to be governed by Section 195 of the Income Tax Act, 1961.

**40.0 Force Majeure:**

- 40.1 If, at any time during the currency of the contract the performance of any obligation (in whole or in part) by the Corporation or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules regulations orders or requisitions issued by a Government department or competent authority(herein after referred to as "event" then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- 40.2 The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- 40.3 In case of doubt or dispute, whether a particular occurrence should be considered an event as defined under this clause, the decision of the Engineer-in-charge shall be final and binding.
- 40.4 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

## TOP SHEET

**Name of Work:** "Provision of Security arrangements for Office/Residential Complex at NAC Building- Reasi, KRCL complex –Geeta Nagar, Reasi and KRCL Complex, Batote"

**Note:**

- (i) **Tenderer/s shall quote a single percentage above / below / at par in figures as well as in words in the attached schedule of Items, Rates and Quantities.** No additional sentences, clauses, conditions, assumptions should be given either in the TOP SHEET or covering letter or in any part of the tender documents and only the percentage rate to be quoted. Tenders not conforming to the above shall be summarily rejected.
- (ii) Along with percentage rate quoted, the tenderer should also quote either above or below or at par, failing which, the tender offer shall be summarily disqualified.

### **UNDERTAKING BY CONTRACTORS / TENDERERS**

- (A) I/we understand the conditions mentioned above and agree to abide by them.
- (B) I/We shall complete the work as per the scope mentioned in the tender document adhering to the schedule.

**Signature of Tenderer**

**Date**

**Company Seal**

## **VII. GENERAL CONDITIONS OF CONTRACT**

**VII. General Conditions of Contract**

1. The Contract will be governed by the General conditions of contract 1999 of the Northern Railway with latest correction slips.
2. The General Conditions of Contract 1999 of Northern Railway, along with latest correction slips, will form part of the tender/contract documents even though they are not attached to the same.

## VIII. SPECIAL CONDITIONS OF CONTRACT

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 Scope of Work:

- 1.1 The NAC building and Stock Yard, KRCL Reasi, is located at Reasi Town near Police Parade ground, Reasi. The KRCL complex (ED/P Office complex) is located 1.25 km away from the Office of Dy. Commissioner Reasi on Jyotipuram Road, Geeta Nagar. The KRCL complex Batote, is situated near Fire brigade, NH-1A, Batote, Dist.Ramban.
- 1.2 The scope of work involves provision of Ex-Servicemen as Sr.Supervisor, Supervisor and round the clock security through Gunman with arms & ammunition as detailed below.-

Sr. No	Location	Sr.Supervisor	Supervisor	Gunman
1	NAC building including Stock Yard, Reasi	Nil	1	11
2	KRCL complex, Geeta Nagar, Reasi	1	Nil	17
3	KRCL complex, Batote	Nil	1	3

The above number of personnel, includes round the clock provision of security personnel at 8.00 hour shift including Leave Reserve and Rest Giver.

- 1.3 The security personnel as above posted shall be **Ex-serviceman only**.

### 2.0 Time Schedule:

- 2.1 Twelve months from the date of issue of Acceptance Letter.

### 3.0 Payment terms:

- 3.1 The mode of payment shall be made monthly after submission of the bill by the Contractor and the cheque will be drawn in favour of the agency. The agency will be totally responsible for proper distribution of payment among their staff deployed, duly covering all statutory obligations like EPF, ESI and other allowances / incentives, etc. and necessary documents shall be maintained to produce for any inspecting authority ( State / Central ). Further, the rate accepted is inclusive of all Taxes, except Service Tax, which will be paid by KRCL separately as applicable. The necessary Income Tax shall be deducted as per the provisions of Income Tax Act.
- 3.2 The 10% amount from every monthly Bill, will be recovered and retained as Security Deposit. The same will be released after successful completion of the work. However, no interest is payable on this Security Deposit.

**4.0 Additional Conditions of Contract :**

- 4.1 The present contract is for providing security to various KRCL Office / residential complex, located at two places in Reasi and one place at Batote. The manpower requirement is shown in para No. 1.2 of the Scope of work. Any additional manpower requirement shall be provided by the Contractor at mutually accepted rates.
- 4.2 The contract in the 1<sup>st</sup> instance shall be for 12 months, which shall be extendable further subject to their satisfactory performance. However in case of unsatisfactory performance, the contract shall be liable to be terminated even during the course of currency of Contract.
- 4.3 The Armed Guards shall attend duty round the clock i.e in 08 hrs shift by each security guard, with proper summer/ winter uniform and licensed arms & ammunition. The maintenance charges towards arms & ammunition, if any, shall be borne by the Contractor.
- 4.4 Only Ex-Servicemen having Army Discharge Certificate and valid arm License shall be deployed. The copy of these documents shall be submitted to KRCL.
- 4.5 The security guards provided shall be responsible for the safety and security of Office /residential premises including all properties such as buildings, furniture, fixtures, equipments and other office records etc. In case of any loss/damages caused due to the negligence of the security guard, the Contractor shall be responsible for the same.
- 4.6 The security Guards besides maintaining round the clock vigil shall also switch off / turn off the electric lights and Water taps etc. to avoid the wastage. They shall also open and close the doors / windows of all the Offices as per the requirement.
- 4.7 Security guards on duty, shall regulate the visitors through Entry Gate. They shall also check all the visitors entering / leaving the premises and they shall maintain the record of incoming / outgoing material through issue of gate pass supplied by KRCL.
- 4.8 The security agency shall maintain the liaison with local police, fire services, health services and District Administration, etc. so as to maintain the cordial relation and the necessary help could be sought from them in case of any emergency.
- 4.9 In the event of any of the security guard absent from duty, prompt substitute arrangement shall be made by the Contractor, otherwise, a lumpsum penalty of Rs. 500/- per day per guard will be recovered from the Contractor's bill payable.
- 4.10 The attendance of the Security personnel will be monitored by the Engineer-in-charge. The Contractor shall submit the monthly bills for each calendar month in the Office of Dy.Chief Engineer concerned, duly certified by the nominated representative of KRCL. The payment shall be released subject to deduction of Income Tax at source (TDS) as per the provisions of Income Tax Act.

- 4.11 The security guard and the Supervisor provided shall always remain in sober condition on duty. They should not consume alcohol and other intoxicating substances in KRCL premises. Also, they shall ensure that no unlawful act is done by them while on duty.
- 4.12 In case of any incident of theft taking place in the premises of KRCL, the matter shall be immediately reported to Police and FIR be lodged. The Security Supervisor shall be subsequently responsible for investigating the matter internally at his own level, identify the erring security guard responsible for negligence of such thefts. He shall fully co-operate with the Police during investigation, if any. The Security Supervisor shall fix up the responsibility of negligence on the personnel posted in the particular shift. The services of such security personnel shall be terminated with immediate effect without giving any second chance or consideration. The suitable replacement shall be posted within the reasonable time.
- 4.13 The security supervisor and the gunman provided shall be physically fit to perform the security duty. The maximum age of Sr. Supervisor and Supervisor shall not be more than 60 years. The maximum age limit for Gunman shall be 55 years.
- 4.14 The Contractor shall provide all the necessary summer / winter uniform, arms and ammunition, torch, whistle and other tools and equipments required by all the security supervisor and the gunman. The rate quoted shall be inclusive of all the above items.
- 4.15 The Contractor shall ensure the timely payment of all Taxes, wages as per minimum Wages Act to the security personnel deputed including applicable Provident Fund, etc as per the provisions of applicable Acts in J&K State. The Contractor shall indemnify KRCL from all the liabilities due to above or any other payments.

The agency will be totally responsible for proper distribution of payment among their staff deployed, duly covering all statutory obligations like EPF, ESI and other allowances / incentives, etc. and necessary documents shall be maintained to produce for any inspecting authority ( State / Central ). Further, the rate accepted is inclusive of all Taxes, except Service Tax, which will be paid by KRCL separately as applicable. The necessary Income Tax shall be deducted as per the provisions of Income Tax Act.

- 4.16 The Contractor shall obtain all the necessary mandatory Licences from State / Central Govt. authorities applicable for performing the above work in J&K State.

## **IX. SCHEDULE OF QUANTITIES, ITEMS & RATES**

**KONKAN RAILWAY CORPORATION LTD.****SCHEDULE**

**Name of Work:** Provision of Security arrangements for Office / residential complex, at NAC building - Reasi, KRCL complex- Geeta Nagar, Reasi and KRCL complex, Batote.

Sr. No	Description	Unit	Rate	Qty.	Amount (Rs.)
1	Providing Security arrangement as per Para No.1.2 of the Scope of Work (Annexure 'A') inclusive of all Contractor's items at –				
	(a) NAC building, including Stock Yard, Reasi.	Per Month	53768/-	12	6,45,216.00
	(b) KRCL complex, Geeta Nagar, Reasi.	Per Month	80556/-	12	9,66,672.00
	(c) KRCL complex, Batote	Per Month	18344/-	12	2,20,128.00
<b>Total:</b>					<b>18,32,016.00</b>

I/We agree to carry out the work for schedule at (in fig.).....% above / below / at par

In words .....% above / below / at par

**Signature of Tenderer**

Address:

Company Seal:

Date

KRCL, Reasi, J&K.

Signature of Tenderer/s

## **X. LIST OF SECURITY PERSONNEL WITH DETAILS**

**List of Security Personnels likely to be deployed**

<b>Sr. No</b>	<b>Name &amp; Address of Security Personnel</b>	<b>Army Discharge Certificate No.</b>	<b>Gun License No.</b>
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KRCL, Reasi, J&K.

Signature of Tenderer/s