



## Karnataka State Minerals Corporation Limited

(A Government of Karnataka Undertaking)

TTMC, 'A' Block, 5<sup>th</sup>Floor, BMTC Building, K H Road, Shanthinagar, Bengaluru-560027

Tel.:08022278813/14/15/16

Email: [enquiries.ksmcl@gmail.com](mailto:enquiries.ksmcl@gmail.com),

Website: <https://ksmc.karnataka.gov.in>

Short-term E-Tender for the Hiring of 10 wheel Tippers (Rock Body), 8000-12000 litter capacity Water Tanker and Tempo Trax/ Cruiser Trax/ Van (Minimum 12+01 passenger capacity) with driver (Excluding Diesel) to Dumagere Granite Quarry, Dumagere Village, Shanti Grama, Hassan, Thimmappanagudi Iron Ore Mine, Sandur Tq, Bellary and Karya Magnesite Mine, Hullahalli, Nanjangudu, Mysore units of KSMCL, Karnataka.

### Calendar of Events:

Tender File Reference No	:	No.55/KSMCL/Mech/TIOM,DGQ,KMM/HireVeh/2023-24
E-Procurement Reference No	:	No.KSMCL/2023-24/SE0004
Commencement to Download Tender Document from website <a href="https://kppp.karnataka.gov.in">https://kppp.karnataka.gov.in</a>	:	From 14/08/2023
Last date and time for uploading of e-tender in E-procurement platform	:	22/08/2023 Up to 5:00 pm
Opening of Technical Bid in e-portal	:	24/08/2023 at 11:00 am
Estimated Tender Value	:	Rs.27,90,000/-
Earnest Money Deposit (EMD)	:	Rs.55,800 /- (Item wise)
Address for Communication	:	Executive Director Karnataka State Minerals Corporation Limited TTMC, 'A' Block, 5thFloor, BMTC Building, K.H. Road, Shanthinagar, Bengaluru – 560 027

### Note:

- 1) Any changes in the above schedule will be notified in e-portal and no notifications will be issued in Newspapers.
- 2) In the event of the specified date of opening of bids being declared a holiday for the bid inviting authority, the bids shall be opened on the next working day at the same time and venue.
- 3) Completed bids shall be uploaded on the e-procurement platform by the Bidders using their user ID and addressed in the manner described under Instructions to Bidders Section 1 of Bid Documents on or before the stipulated last date & time.

Sd/-

Executive Director

## CONTENTS

Section 1: Invitation for Tenders (IFT)	03
Section 2: Instructions to Service Providers (ITT)	04
Section 3: Qualification Information	11
Section 4: Letter of Proposal, Letter of Intent and Agreement Form	12
Section 5: Conditions of Contract	16
Section 6: Contract Data –NOT APPLICABLE	31
Section 7: Schedule of Requirement	32
Section 8: Drawings – NOT APPLICABLE	32
Section 9: Bill of Quantities	33
Section 10: Format of Bank Guarantee for Security Deposit	34
Annexure I – Service Provider’s Information	35
Annexure II – Undertaking regarding non-blacklisting / non-debarment	36
Annexure III – Details of Machinery/Equipment(s)	37

**Section 1: Invitation for Tenders (IFT)**  
Under Karnataka Public Procurement Portal

Tender No. 55/KSMCL/Mech/TIOM,DGQ,KMM/HireVeh/2023-24

Date: 14/08/2023

The Executive Director, Karnataka State Minerals Corporation Limited invites short term e-tender under Karnataka Public Procurement Portal (e-procurement system) from eligible Service Providers, for the Hiring of 10 wheel Tippers (Rock Body), 8000-12000 litter capacity Water Tanker and Tempo Trax/ Cruiser Trax/ Van (Minimum 12+01 passenger capacity) with driver (Excluding Diesel) to varies palaces of KSMCL units. Two Cover Tender procedure as per Rule28 of the KTPP Act shall be followed. The Tenders are required to submit Technical bid and Financial bid, the technical bid containing the details of their capability to undertake the tender (as detailed in ITT), which will be opened first and the financial bid containing the price tender which will be opened only if the Service Provider is found to be qualified in the technical bid to execute the tender. The Service Providers are advised to note the minimum qualification criteria specified in Instructions to Service Providers to qualify for award of the contract.

Tender documents may be downloaded from Government of Karnataka e-procurement website <https://kppp.karnataka.gov.in>. Tenders submitted in any other manner will not be accepted. Service Providers are required to obtain Class III Digital signature from designated firms (details available on E-procurement Portal) and then register with the Government of Karnataka e-procurement platform and submit tenders by using their user ID and Digital Signature.

Tenders must be accompanied by Earnest Money Deposit (EMD) which should be paid as specified in the e-Procurement portal.

Tenders must be electronically submitted (online through Internet) within the date and time published in e-procurement portal. Technical bids will be opened at prescribed time and date in the e-procurement portal.

Sl. No	Name of work	EMD Amount (amount in Rupees)	Tender processing fees (Non-refundable)	Period of Contract
1	Hiring of 10 wheel Tippers (Rock Body), 8000-12000 litter capacity Water Tanker and Tempo Trax/ Cruiser Trax/ Van (Minimum 12+01 passenger capacity) with driver (Excluding Diesel) to varies palaces of KSMCL units	Rs.55,800/- (Item wise as mentioned in Section-9)	As per e-procurement portal	6 months

Karnataka State Minerals Corporation Limited reserves the right to reject any or all tenders without assigning any reason, what so ever. Other details can be seen in the tender documents.

Sd/-

Executive Director  
KSMCL, Bangalore

## **Section 2: Instructions to Service Providers (ITT)**

### **A. General**

#### **1. Scope of Tender**

- 1.1. The Karnataka State Minerals Corporation Limited (KSMCL), Government of Karnataka, hereinafter referred to as the „Company“/ „Authority“ / „KSMCL“ in these documents invites Two Cover tender under e-procurement system, from eligible Service Providers, for the Hiring of 10 wheel Tippers (Rock Body), 8000-12000 litter capacity Water Tanker and Tempo Trax/ Cruiser Trax/ Van (Minimum 12+01 passenger capacity) with driver (Excluding Diesel) to Dumagere Granite Quarry, Dumagere Village, Shanti Grama, Hassan, Thimmappanagudi Iron Ore Mine, Sandur Tq, Bellary and Karya Magnesite Mine, Hullahalli, Nanjangudu, Mysore units of KSMCL, Karnataka.

#### **2. Eligible Service Providers**

- 2.1. Service Providers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
- 2.2. Tenders from Joint ventures are not acceptable.

#### **3. Qualification of the Service Provider:**

- 3.1. To qualify for award of the Contract, bidders shall meet all the qualifying criteria mentioned in Section-V Qualification Information / Criteria.

### **B. Tender Documents**

#### **4. Content of Tender documents**

- 4.1. The set of tender documents shall have all the Sections given in the Content Page (Page 2)
- 4.2. The Technical Bid and Financial Bid should be submitted.

#### **5. Amendment of Tender Documents**

- 5.1. Before the deadline for submission of tenders, the Company may modify the tender documents by issuing addendum / corrigendum.
- 5.2. Any addendum thus issued shall be part of the bidding documents and shall be notified as Addendum / Corrigendum in the e-procurement portal which shall be binding in all prospective bidders.
- 5.3. To give prospective Service Providers reasonable time in which to take an addendum into account in preparing their tenders, the Company may extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

### **C. Preparation of Tenders**

#### **6. Documents comprising the Tender**

- 6.1. The tender submitted by the Service Provider through e-procurement portal shall be in

two covers and shall contain the documents as follows:

6.1.1. Technical Bid:

- a) Earnest Money Deposit;
- b) Scheduled documents requested shall be signed and scanned copy of the same shall be uploaded in the e-procurement portal as per formats given in Section 3.

6.1.2. Financial Bid:

- a) Price shall be submitted in the financial bid form in the e-procurement portal;
- b) Any other materials required to be completed and submitted by Service Providers in accordance with these instructions. The documents listed under Sections 3, 5 and 8 shall be filled **in without exception**.

## 7. Tender prices

- 7.1. The contract shall be awarded for the whole works as described in Sub-Clause 1.1, based on the financial bid submitted by the Service Provider.
- 7.2. The price shall be quoted for per Vehicle with driver (Excluding Diesel) (unit rate) mentioned in Schedule-B in Indian Rupees. This figure shall be considered for evaluation of Financial Proposal.
- 7.3. All duties, taxes, insurance, maintenance and other levies payable by the Service Provider under the contract, or for any other cause **including GST**, shall be included in the rates, prices and total Tender Price submitted by the Service Provider.
- 7.4. The rates and prices quoted by the Service Provider shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

## 8. Tender validity

- 8.1. Tenders shall remain valid for a period not less than **90 (Ninety) days** after the deadline date for tender submission. A tender valid for a shorter period shall be rejected by the Company as non-responsive.
- 8.2. In exceptional circumstances, prior to expiry of the original time limit, the Company may request that the Service Providers may extend the period of validity for a specified additional period. The request and the Service Providers' responses shall be made in writing or by cable. A Service Provider may refuse the request without forfeiting his earnest money deposit. A Service Provider agreeing to the request will not be required or permitted to modify his tender.

## 9. Earnest Money Deposit

- 9.1. The Service Provider shall furnish, as part of his tender, Earnest Money Deposit (EMD) as shown in the Table of IFT for this particular work.
- 9.2. **NOT APPLICABLE:** Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.
- 9.3. Any tender not accompanied by an acceptable EMD shall not be accepted for submission.
- 9.4. **NOT APPLICABLE:** The earnest money deposit of unsuccessful Service Providers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1

- 9.5. **NOT APPLICABLE:** The earnest money deposit of the successful Service Provider will be discharged when the Service Provider has signed the Agreement and furnished the required Performance Security.
- 9.6. The EMD may be forfeited:
- a) If the Service Provider withdraws the Tender after tender opening during the period of tender validity;
  - b) If the Service Provider does not accept the correction of the Tender Price, pursuant to Clause 24; or
  - c) In the case of a successful Service Provider, if the Service Provider fails within the specified time limit to
    - (i) Sign the Agreement; or
    - (ii) Furnish the required Security deposit;

## **10. Format and signing of Tender**

- 10.1. The digital signature shall be obtained by the Service Provider from the Certifying Authorities, as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The Service Provider shall upload the tender along with all the requisite documents through e-procurement platform by using the user ID and digital signature.
- 10.2. The annexures of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Service Provider, pursuant to Clauses 3. All pages of the tender where entries or amendments have been made shall be initialled by the person or persons signing the tender. The tender manually prepared shall be then scanned and uploaded on the e-procurement portal (<https://kppp.karnataka.gov.in>)
- 10.3. The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Company, or as necessary to correct errors made by the Service Provider, in which case such corrections shall be initialled by the person signing the Tender.

## **D. Submission of Tenders**

### **11. Sealing and marking of tenders**

- 11.1. The Service Providers shall upload the tender through e-procurement platform. No other mode of submission is permitted. All the documents submitted are required to be signed digitally by the Service Provider. After electronic bid submission, the system generates a unique Tender identification number which is time stamped as per server time. This shall be treated as acknowledgement of tender submission. Service Provider shall submit the bids electronically before the submission date and items published in e-procurement portal.

### **12. Deadline for submission of the Tenders**

- 12.1. Tenders must be uploaded by the Service Providers no later than the time specified in the calendar of events as per server time through the e-procurement platform. The e-

procurement platform will not accept the tenders after the stipulated date and time (as per the time of the e-procurement platform).

- 12.2. The Company may extend the deadline for submission of tenders by issuing an addendum / corrigendum in accordance with Clause 5, in which case all rights and obligations of the Company and the Service Providers previously subject to the original deadline will then be subject to the new deadline. The amendment/notification shall be notified only in the e-procurement platform.

### **13. Late Tenders**

- 13.1. Tenders cannot be uploaded by the Service Providers after the deadline for submission / uploading of tenders (as per the e-procurement platform time) prescribed by the Purchaser pursuant to Clause 12.

### **14. Modification and Withdrawal of Tenders**

- 14.1. In the —My tenders Section of the e-procurement the Service Provider can view the status of their bids and decrypt bid (i.e., in cases where the Service Provider has chosen to encrypt the bid using his own public key) for modification or withdrawal before the stipulated date and time for submission / uploading.
- 14.2. Service Provider may cancel/modify their bids online before the deadline for submission of bids.
- 14.3. No bid is allowed to be modified/ cancelled online after the deadline for submission of bids.
- 14.4. Withdrawal or modification of a Bid between the deadline for submission of Bids and the expiration of the original period of Bid validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 may result in initiating action as per earnest money deposit pursuant to Clause 9.

## **E. Tender opening and evaluation**

### **15. Opening of Technical Bid**

Opening of Technical Bid of all Service Providers and evaluation to determine qualified Service Providers:

- 15.1. The Company will open all / unlock all the technical bids uploaded through e-procurement platform as per the schedule. In the event of the specified date of Tender opening being declared a holiday for the Company, the Tenders will be opened at the appointed time on the next working day.
- 15.2. **NOT APPLICABLE:** Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened.
- 15.3. **NOT APPLICABLE:** The Service Providers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.
- 15.4. **NOT APPLICABLE :**The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

### **16. Process to be confidential**

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

#### **17. Clarification of Tenders**

17.1. To assist in the examination, evaluation, and comparison of Tenders, the Company may, at his discretion, ask any Service Provider for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Company in the evaluation of the Tenders in accordance with Clause 19.

17.2. Subject to sub-clause 17.1, no Service Provider shall contact the Company on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Service Provider wishes to bring additional information to the notice of the Company, it should do so in writing.

17.3. Any effort by the Service Provider to influence the Company in the Company's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Service Providers Tender.

#### **18. Examination of Tenders and determination of responsiveness**

18.1. Prior to the detailed evaluation of Tenders, the Company will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

18.2. A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Company's rights or the Service Provider's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Service Providers presenting substantially responsive Tenders.

18.3. If a Tender is not substantially responsive, it will be rejected by the Company, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **19. Correction of errors**

19.1. **NOT APPLICABLE:** Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern - and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

19.2. **NOT APPLICABLE:** The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Service Provider, shall be considered as binding upon the Service



Provider. If the Service Provider does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 19.6 (b).

## **20. Evaluation and comparison of Tenders**

- 20.1. The Company will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.
- 20.2. **NOT APPLICABLE:** In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
  - a) Making any correction for errors pursuant to Clause 19; and
  - b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.
- 20.3. The Company reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Company shall not be taken into account in Tender evaluation.

## **F. Award of Contract**

### **21. Award criteria**

- 21.1. Subject to Clause 23, the Company will award the Contract to the Service Provider whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the **LOWEST** evaluated Tender Price, provided that such Service Provider has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

### **22. KSMCL's right to accept any Tender and to reject any or all Tenders**

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

### **23. Notification of award and signing of Agreement**

- 23.1. The Service Provider whose Tender has been accepted will be notified of the award by the Company prior to expiration of the Tender validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") will state the sum that the Company will pay the Service Provider in consideration of the execution, completion, and maintenance of the Works by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price"). The bidder shall acknowledge the letter of intent and submit the letter of acceptance within 10 days from the date of issue of letter of Intent.
- 23.2. The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 24.
- 23.3. The Contract Agreement will incorporate all terms and conditions of the tender document and execute between the Company and the successful Service Provider. It will be kept ready for signature of the successful Service Provider in the office of Company within **10 days** of receipt of letter of acceptance and the selected bidder shall sign the Agreement and deliver it to the Company.
- 23.4. Upon the furnishing by the successful Service Provider of the security deposit, the Company will promptly notify the other Service Providers that their Tenders have been

unsuccessful.

**24. Security deposit or Bank Guarantee**

- 24.1. Within 10 days from the date of issue of the Letter of Intent, the successful Service Provider shall submit letter of acceptance along with Security deposit with KSMCL in the form of RTGS/NEFT or unconditional and irrevocable Bank Guarantee (B.G) valid up to defect liability period for an amount equivalent to **5% (five percent)** of the Annual Contract Price.(To be calculated as Approved Financial Bid x 5 lakh Metric Tones for 2023-24) The Security Deposit shall be returned after 4 months from the date of completion of Contractual obligations.
- 24.2. If the security deposit is provided by the successful Service Provider in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.
- 24.3. **NOT APPLICABLE:** The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the Service Provider.
- 24.4. Failure of the successful Service Provider to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiting of EMD.

**31. Corrupt or Fraudulent practices**

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

### Section 3: Qualification Information

The information to be filled in by the Service Provider hereunder will be used for purposes of computing Service Provider's capacity as provided for in Clause 3 of the Instructions to Service Providers.

1.1 The Service Provider shall prepare the tender and submit the tender online only on Electronic Tendering System containing scanned copy of following document in the Technical Bid

- a) Service Provider details in Annexure-1 duly filled and signed.
- b) The Service Provider shall be registered with competent authority i.e., Department of Transport, Tourism and/or other Government Agencies
- c) State whether the bidder is an individual, partnership firm, registered society, private company or public company; ( relevant document should be uploaded)
- d) Copy of PAN and GST Certificate.
- e) Audited balance sheet and profit and loss statement of the firm certified by Chartered Accountant for having achieved minimum annual turnover of Rs.56,00,000/- Lakhs each in any two years during the past five financial years i.e., 2017-18 to 2021-22.
- f) The Service Provider should have provided a minimum of any 10 vehicles on monthly basis to one or various Department in Karnataka (In Govt/PSU/Pvt) in any two years during the past five financial years i.e., 2017-18 to 2021-22.

Year	Name of assignment	Name of employer and contact person	Type and Number of Vehicles Provided	Value of contract (Rs)	Date of commencement of contract	Date of completion/ expected date of completion	Remarks
1	2	3	4	5	6	7	8

1.2 Copy of Income Tax Returns (ITR) filed for preceding three Financial year (2019-20 to 2021-22).

1.3 Self-declaration of Service Provider's stating that the firm is not blacklisted by PSU / Government bodies. Any wrong declaration will make the Service Provider to be criminally prosecuted.

## Section 4: Letter of Proposal, Letter of Intent and Agreement Form

### Letter of Proposal

(To be submitted on the letter head of the bidder)

Date:

To.  
Executive Director  
Karnataka State Minerals Corporation Limited  
TTMC, 'A' Block, 5th Floor, BMTC Building,  
K.H. Road, Shanthinagar,  
Bengaluru – 560 027

Sir,

**Sub:** Providing Vehicle service of 10 wheel Tippers (Rock Body), 8000-12000 litter capacity Water Tanker and Tempo Trax/ Cruiser Trax/ Van ( Minimum 12+01 passenger capacity) with driver (Excluding Diesel) to various units of KSMCL, Karnataka.

Please find enclosed Techno-Commercial Proposal in respect of Selection of Service Provider for the above Project.

We hereby confirm the following:

1. The Techno-Commercial Proposal is being submitted by us, in accordance with the conditions stipulated in the NIT.
2. We have examined in detail and have understood the terms and conditions stipulated in the NIT document issued by Karnataka State Minerals Corporation Limited in any subsequent communication uploaded by Karnataka State Minerals Corporation Limited. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the NIT or in any of the subsequent communications from Karnataka State Minerals Corporation Limited.
3. We confirm that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we will keep the contents of our tender confidential, except as necessary as per the provisions of the NIT document. We also confirm that we have not entered and we will not enter into any agreement or arrangement with any person that they shall refrain from bidding, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.
4. We confirm that all the terms and conditions of the Techno-Commercial Proposal are firm and valid for acceptance for a period of 90 days from the last date of submission of this Proposal.

Thanking You,  
Yours Sincerely,  
For and on behalf of  
Signature  
Name of the Person  
Designation

**Letter of Intent**  
**(in the letterhead of the Company)**

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name and address of the Service Provider]

Dear Sirs,

This is to notify you that your Tender dated \_\_\_\_\_ for execution of the

\_\_\_\_\_

\_\_\_\_\_

[name of the contract and identification number, as given in the Instructions to Service Providers] for the Contract Price of Rupees \_\_\_\_\_ (\_\_\_\_\_)

[amount in words and figures], as corrected and modified in accordance with the Instructions to Service Providers is hereby accepted by our Company.

You are hereby requested to acknowledge the LOI within 10 days from the date of issue of the LOI and submit letter of acceptance and furnish Security deposit, as detailed in ITT for an amount of Rs. \_\_\_\_\_ along with letter of acceptance. You are also requested to execute the agreement as stipulated in the tender document.

Yours faithfully,  
Authorized Signature  
Name and Title of Signatory

**Agreement Form**

Agreement

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between \_\_\_\_\_  
\_\_\_\_\_ [name and address of Company]  
(Hereinafter called “the Company”) of the one part and \_\_\_\_\_

\_\_\_\_\_ [name and address of Service Provider]  
(hereinafter called “the Service Provider”) of the other part.

Whereas the Company is desirous that the Service Provider execute \_\_\_\_\_  
\_\_\_\_\_ [name  
and identification number of Contract] (hereinafter called “the Works”) and the Company has accepted  
the Tender by the Service Provider for the execution and completion of such Works and the remedying  
of any defects therein at a contract price of Rupees

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Company to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Company to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Company hereby covenants to pay the Service Provider in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

Letter of Intent;  
Notice to proceed with the works;  
Service Provider’s Tender;  
Contract Data-NOT APPLICABLE  
Conditions of contract (including Special Conditions of Contract);  
Specifications;  
Drawings-**NOT PPLICABLE**  
Bill of Quantities; and  
Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of \_\_\_\_\_ was hereunto affixed in the

presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_

in the presence of:

Binding Signature of Company \_\_\_\_\_

Binding Signature of Service Provider \_\_\_\_\_

Binding Signature of

Company\_\_\_\_\_ Binding Signature of

Service Provider\_\_\_\_\_

## Section 5: Conditions of Contract

### Table of Contents

	<b>Page No.</b>
<b>A. General</b>	
1 Definitions	18
2 Interpretation	18
3 Law governing contract	19
4 Company's decisions	19
5 Delegation	19
6 Communications	19
7 Subcontracting	19
8 Other Service Providers	19
9 Personnel	19
10 Company's and Service Provider's risks	20
11 Company's risks	20
12 Service Provider's risks	20
13 Query about Contract Data	20
14 Service Provider to construct the Works	20
15 The Works to be completed by Intended Completion Date	20
16 Safety	20
17 Discoveries	20
18 Possession of the Site	20
19 Access to the Site	20
20 Instructions	21
<b>B. Time Control</b>	
21 Program	21
22 Extension of the Intended Completion Date	21
23 Delays ordered by the Company	21
24 Management meetings	21
<b>C. Quality Control</b>	
25 Identifying defects	21
26 Tests	22
27 Correction of defects	22
28 Uncorrected defects	22
<b>D. Cost Control</b>	
29 Bill of Quantities (BOQ)	22
30 Variations	22
31 Payment for Variations	23
32 Submission of bills for payment	24
33 Payments	24
34 Compensation events	24



35	Tax	25
36	Liquidated damages	25
37	Cost of repairs	25
<b>E</b>	<b>Finishing of Contract</b>	
38	Completion	26
39	Taking Over	26
40	Final account	26
41	As built drawings	26
42	Termination	26
43	Payment upon termination	27
44	Property	28
45	Release from performance	28
<b>F</b>	<b>Special Conditions of Contract</b>	28

## **Conditions of Contract**

### **A. General**

#### **1. Definitions**

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

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

**Compensation events** are those defined in Clause 34 hereunder.

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

**Contract** is the contract between the Company and the Service Provider to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

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

**Service Provider** is a person or corporate body whose Tender to carry out the Works has been accepted by the Company.

**Service Provider's Tender** is the completed Tender document submitted by the Service Provider to the Company.

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

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

**Company** is the party who will employ the Service Provider to carry out the Works.

**Equipment** is the Service Provider's machinery and vehicles brought temporarily to the Site to construct the Works.

**Initial Contract price** is the Contract Price listed in the Company's Letter of Intent.

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

#### **2. Interpretation**

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

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

- (1) Agreement
- (2) Letter of Intent
- (3) Service Provider's Tender
- (4) Contract Data -NOT APPLICABLE**
- (5) Conditions of Contract
- (6) Specifications
- (7) Drawings -NOT APPLICABLE**
- (8) Bill of quantities and any other document listed in the Contract Data as forming part of the Contract.

### **3. Law governing contract**

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

### **4. Company's decisions**

4.1. Except where otherwise specifically stated, the Company will decide contractual matters between the Company and the Service Provider.

### **5. Delegation**

5.1. The Company may delegate any of his duties and responsibilities to other people after notifying the Service Provider and may cancel any delegation after notifying the Service Provider.

### **6. Communications**

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

### **7. Subcontracting – NOT APPLICABLE**

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

### **8. Other Service Providers**

8.1. The Service Provider shall cooperate and share the Site with other Service Providers, public authorities, utilities, and the Company.

### **9. Personnel**

9.1. The Service Provider shall employ the technical personnel (of number and qualifications) as may be stipulated by GoK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Company.

9.2. If the Company asks the Service Provider to remove a person who is a member of

the Service Provider's staff or his work force stating the reasons, the Service Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

**10. Company's and Service Provider's risks**

10.1. The Company carries the risks which this Contract states are Company's risks, and the Service Provider carries the risks which this Contract states are Service Provider's risks.

**11. Company's risks**

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

**12. Service Provider's risks**

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

**13. Queries about the Contract Data:**

The Company will clarify queries on the Contract Data.

**14. Service Provider to perform the Works:**

14.1. The Service Provider shall perform the Work in accordance with the Specification.

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

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

**16. Safety**

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

**17. Discoveries**

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

**18. Possession of the Site**

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

**19. Access to the Site**

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

**20. Instructions**

20.1. The Service Provider shall carry out all instructions of the Company which comply with the applicable laws where the Site is located.

**B. Time Control**

**21. Program-NOT APPLICABLE**

21.1. Within the time stated in the Contract Data the Service Provider shall submit to the Company for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2. The Company's approval of the Program shall not alter the Service Provider's obligations. The Service Provider may revise the Program and submit it to the Company again at any time. A revised Program is to show the effect of Variations and Compensation Events.

**22. Extension of the Intended Completion Date-NOT APPLICABLE**

22.1. The Company shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2. The Company shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Service Provider asking the Company for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

**23. Delays ordered by the Company**

23.1. The Company may instruct the Service Provider to delay the start or progress of any activity within the Works.

**24. Management meetings:**

24.1. The Company may require the Service Provider to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2. The responsibility of the parties for actions to be taken is to be decided by the Company either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

**C. Quality Control-NOT APPLICABLE**

**25. Identifying defects**

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

## **26. Tests**

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

## **27. Correction of defects**

27.1. The Company shall give notice to the Service Provider of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2. Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Company's notice.

## **28. Uncorrected defects**

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

## **D. Cost Control**

### **29. Bill of Quantities (BOQ) – As per e-procurement portal**

29.1. **NOT APPLICABLE:** The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Service Provider.

29.2. **NOT APPLICABLE:** The BOQ is used to calculate the Contract Price. The Service Provider is paid for the quantity of the work done at the rate in the BOQ for each item.

### **30. Variations- NOT APPLICABLE**

30.1. The Company shall have power to order the Service Provider to do any or all of the following as considered necessary or advisable during the progress of the work by him

- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
- (b) Omit any item of work;
- (c) Change the character or quality or kind of any item of work;
- (d) Change the levels, lines, positions and dimensions of any part of the work;

- (e) Execute additional items of work of any kind necessary for the completion of the works; and
- (f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2. The Service Provider shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Company and such alteration shall not vitiate or invalidate the contract.

30.3. Variations shall not be made by the Service Provider without an order in writing by the Company, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4. The Service Provider shall promptly request in writing to the Company to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case of variation is approved, it shall be accompanied by BoQ, failing which the Service Provider shall be responsible for deviation, if any.

### **31. Payments for Variations -NOT APPLICABLE**

31.1. Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Service Provider.

31.2. For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Service Provider shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3. If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4. If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Service Provider shall be requested to submit his quotation for the items supported by analysis of the rate

or rates claimed, within 7 days.

31.5.If the Service Provider's quotation is determined unreasonable, the Company may order the Variation and make a change to the Contract Price which shall be based on Company's own forecast of the effects of the Variation on the Service Provider's costs.

31.6.If the Company decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7.Under no circumstances the Service Provider shall suspend the work on the plea of non- settlement of rates for items falling under this Clause.

### **32. Submission of bills for payment**

32.1.The Service Provider shall forward his bills for the work performed to the Paying Authority with due certification and recommendations by the site in-charge of KSMCL.

32.2.All the applicable Cess and Taxes imposed for the service provided by any statutory or public body / authority and variations if any, shall be to the account of the Service Provider during the contract period **except** applicable GST.

### **33. Payments**

**33.1.NOT APPLICABLE:** Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Service Provider the within 60 days of submission of bill.( **As specified in SCC**)

**33.2.NOT APPLICABLE:** Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **34. Compensation events-NOT APPLICABLE**

34.1.The following are Compensation events unless they are caused by the Service Provider:

- (a) The Company does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- (b) The Company orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (c) The Company instructs the Service Provider to uncover or to carry out additional tests upon work which is then found to have no Defects.
- (d) The Company gives an instruction for dealing with an unforeseen condition, caused by the Company, or additional work required for safety or other reasons.
- (e) The effect on the Service Provider of any of the Company's Risks.
- (f) The Company unreasonably delays issuing a Certificate of Completion.
- (g) Other Compensation Events listed in the Contract Data or mentioned in



the Contract.

34.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Company shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3. As soon as information demonstrating the effect of each Compensation event upon the Service Provider's forecast cost has been provided by the Service Provider, it is to be assessed by the Company and the Contract Price shall be adjusted accordingly. If the Service Provider's forecast is deemed unreasonable, the Company shall adjust the Contract Price based on Company's own forecast. The Company will assume that the Service Provider will react competently and promptly to the event.

34.4. The Service Provider shall not be entitled to compensation to the extent that the Company's interests are adversely affected by the Service Provider not having given early warning or not having cooperated with the Company.

### **35. Tax**

35.1. The rates quoted by the Service Provider shall be deemed to be inclusive of the taxes and cess **including GST** that the Service Provider will have to pay for the performance of this Contract. The Company will perform such duties in regard to the deduction of such taxes at source as per applicable law.

### **36. Liquidated damages**

41.1. The Service Provider shall pay liquidated damages to the Company at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Company may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages does not affect the Service Provider's liabilities.

41.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Company shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment of bill.

### **37. Cost of repairs**

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

## **E. Finishing the Contract**

### **38. Completion**

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

### **39. Taking over**

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

### **40. Final account-NOT APPLICABLE**

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

41. **As built drawings – NOT APPLICABLE.** As built drawings and /or Operating and Maintenance Manuals

41.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Service Provider shall supply them by the dates stated in the Contract Data.

41.2. If the Service Provider does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Service Provider.

### **42. Termination**

42.1. The Company or the Service Provider may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Service Provider stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Company;
- (b) Deleted

- (c) The Service Provider becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) Deleted
  - (e) The Company gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Service Provider fails to correct it within a reasonable period of time determined by the Company;
  - (f) The Service Provider does not maintain a security which is required;
  - (g) The Service Provider has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
  - (h) If the Service Provider, in the judgment of the Company has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph : —corrupt practice<sup>l</sup> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. —Fraudulent practice<sup>ll</sup> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Service Providers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.<sup>ll</sup>
- 42.3. When either party to the Contract gives notice of a breach of contract to the Company for a cause other than those listed under Sub Clause 49.2 above, the Company shall decide whether the breach is fundamental or not.
- 42.4. Notwithstanding the above, the Company may terminate the Contract for convenience.
- 42.5. If the Contract is terminated the Service Provider shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 42.6. Other conditions as specified in Special Conditions of Contract.

### **43. Payment upon Termination**

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

law and make payment accordingly.

#### **44. Property**

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

#### **45. Release from performance**

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

### **F. Special Conditions of Contract [SCC]**

#### **1. PERIOD OF CONTRACT**

The period of Contract will be up to 06 months from the date of issuance of work order.

#### **2. GENERAL TERMS & CONDITIONS**

- a. The date on which this Contract shall come into effect, is the date the contract is signed by both parties.
- b. The Starting Date for the commencement of Services is the date the contract is signed by both parties.
- c. The Intended Completion Date is one year from the date of Contract. However, based on performance and employer need, contract may be extended for another Two terms.
- d. Activities prohibited after termination of this Contract are: All activities under the contract
- e. The risks and coverage by insurance shall be: Service Provider's liability and workers' compensation

#### **3. PENALTY**

- a. The liquidated damages rates are as follows:

<b>Name of Activity</b>	<b>Rate of damages to be deducted</b>
For every default of deputing vehicles (on daily and monthly basis) not as per requirement	Rs.2000/- per every default

The maximum amount of liquidated damages for the whole contract is 10% of the total contract price.

- b) The contract will be terminated, if the liquidated damages exceed 10% of the contract price.

#### **4. PAYMENT**

The Service Provider shall submit invoices (in duplicate) for the month before the tenth of the next month, separately for the monthly vehicles.

#### **5. STATUTORY AND OTHER OBLIGATIONS OF THE SERVICE PROVIDER**

- a) All statutory laws applicable to quarrying operation to be adhered by the Service Provider.
- b) The Service Provider is directly responsible and liable for payment of minimum wages and other obligations such as medical claims, ESI, PF and compensations under Employee's Compensation Act and rules made there under, P.F Act / Rules, Minimum Wages Act & Payment of Bonus Act, Industrial Dispute Act 1947, Contract Labour (Regulation & Abolition) Act 1970, and any other labour legislations, for the persons engaged by him.
- c) They shall also comply Mines Act, Mines Rules MMR, 1961 and other directions issued by DGMS time to time.
- d) The Service Provider shall obtain required license under contract labour [Regulation and Abolition] Act 1970 and rules made there under.
- e) The Service Provider has to make his own arrangements for transportation of their manpower to site and back.
- f) All the required medical facilities shall be provided to the personnel deployed by Service Provider for operation and maintenance of equipment /vehicle.
- g) The Service Provider shall maintain all the records as required by PF statutory authorities and submit necessary returns as per the provisions of the Act.
- h) No personnel below 18 years shall be employed / deployed for the work.
- i) The Service Provider shall be responsible for complying with all labour legislations.

#### **6. SPECIFIC CONDITIONS:**

##### **A) Security Deposit**

- a) 5% of the contract value arrived on annual basis at agreed price.
- b) EMD of the successful bidder will be converted as Security Deposit. The balance amount of Security Deposit shall be paid / deposited through RTGS/NEFT Or unconditional and irrevocable Bank Guarantee to KSMCL along with letter of acceptance.

c) Security Deposit shall not carry any interest.

**B) Arbitration**

- a) Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Centre-Karnataka (Domestic &International) Rules 2012, by one or more Arbitrators appointed in accordance with its rules. The place of Arbitration shall be at Arbitration Centre- Karnataka Bangalore.
- b) The English language shall be the official language for all purposes.
- c) The decision of the sole arbitrator or of a majority of the arbitrators 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.
- d) No interest shall be claimed by parties for the disputed amount / amount claimed before the Arbitrator at Arbitration Centre, from the date when cause of action will arise till the date of award by Arbitrator.

**C) Jurisdiction**

The Courts situated within the city of Bangalore alone shall have jurisdiction to decide all disputes and claims that may arise between the parties.

**D) Assignment**

- a) The contract is not assignable by the bidder.
- b) Undertaking from the Bidder regarding:
  - (i) Not at any time, assign, transfer, sub-contract or deal in any other manner with all or any of its rights or obligations under these Terms.
  - (ii) The Bidder shall also provide all the details of the men, material and machinery deployed at the site under this Contract.

**E) Miscellaneous:**

- (i) In case, as a Principal Employer, KSMCL is burdened with any obligation, monetary or otherwise by statutory authorities due to acts of commission and omission by the bidder and the same shall be recovered from the respective bidder's payables, security deposit, additional performance guarantee with the prior information in this regard.

**F) Additional Condition:**

- (i) In the case of the death of a Service Provider after executing the agreement / commencement of the work, his legal heir, if an eligible registered Service Provider and willing, can execute and complete the work at the accepted bid rates irrespective of the cost of the work.
- (ii) The Service Provider shall take all responsibility of insurance of the workers and settlement of claims in case of accident / death of workers. KSMCL will not hold any liability or shall not be responsible for any such compensation/claims due to the occurrence of accident and death of workers.

**G) Discretion**

- (i) Managing Director, KSMCL reserves the right of rejection of all or any of the tender without assigning any reason thereof.
- (ii) Managing Director, KSMCL reserves the right to cancel the tender even after acceptance in case of any violation of the terms and conditions or for any reasons.

**7. Other Terms & Conditions**

- (1) The Service Provider shall provide, and maintain in good condition, all safety and first aid equipment for the use of those persons having deployed at the site by the Service Provider for the execution of the tender works at his own cost.
- (2) The Service Provider shall be responsible for, and shall bear expenses of, providing medical relief to his workmen who may suffer injury during the execution of the tender works.
- (3) The Service Provider shall nominate an authorized representative and in all matters of day to day activity. KSMCL would only deal with the authorized representative and would not deal with any other person.
- (4) All the vehicles deployed shall be insured and the insurance shall be in force all the time during the contract period at the cost of the Service Provider. In case of any accidents to the vehicle inside or outside the construction area, all the legal formalities for getting any type of claims or for payment of claims are to be arranged by the Service Provider only at his own cost. The copies of the insurance policy shall be submitted to KSMCL upon execution of the Lease.
- (5) If the Service Provider is involved in any litigation, the same must be disclosed and made known to KSMCL. Further, as a result of any such litigation, the construction work should not be discontinued; stoppage of work will be a reason for disqualification.
- (6) The Service Provider shall be solely responsible for any accident to / by the equipment / vehicle deployed or any accident to any personnel or the staff or workers deployed or of KSMCL or any others during the operation of the contract. All the claims or compensation towards such accident shall be settled by the Service Provider as per the Compensation Act. KSMCL shall not be responsible for any such compensation/claims.

**Section 6: Contract Data – Not Applicable**

**Section 7:**

**SCHEDULE OF REQUIREMENT**

**VEHICLES ON MONTHLY RENT BASIS TO VERIOUS UNITS OF KSMCL WITH DRIVERS**

<b>Item No.</b>	<b>Brief Description of Item</b>	<b>Unit</b>	<b>Quantity</b>
1	10 Wheel Tippers (Rock Body 12 to 17 Tone) (1. Thimmappanagudi Iron Ore Mine, Sandur Tq, Bellary.dist 2. Dumagere Granite Quarry, Dumagere Village, Shanti Grama, Hassan Tq/dist)	No	2
2	Tempo Trax/ Cruiser Trax/ Van (Minimum 12+01 passenger capacity) Dumagere Granite Quarry, Dumagere Village, Shanti Grama, Hassan Tq/dist	No	1
3	8000 - 12000 litter capacity Water Tanker Karya Magnesite Mine, Hullahalli-Post Nanjangudu Tq. Mysore-dist	No	1

<b>Sl. No.</b>	<b>Address</b>	<b>Contact person</b>
1	Karnataka State Mineral Corporation Limited TTMC, 'A' Block, 5th Floor, BMTC Building, K.H Road, Shanthinagar, Bangalore-560027 Phone: 080-22278813/14/15/16 Email: <a href="mailto:enquiries.ksmcl@gmail.com">enquiries.ksmcl@gmail.com</a> Website: <a href="http://ksmc.karnataka.gov.in">http://ksmc.karnataka.gov.in</a>	Smt. Rajashekar H Bullapur Deputy General Manager (Mech) Ph.: 7892589923

**Section 8: Drawings – Not applicable**



## Section 9: Bill of Quantities

*(Provision for uploading Financial Bid Format in e-portal has been disabled w.e.f. 14.08.2017. Bidders are requested to enter the Financial Bid amount in the relevant slot provided in e-procurement portal.)*

### SCHEDULE – B

SI No.	Vehicle	Unit	Quantity	EMD
1	10 Wheel Tippers (Rock Body 12 to 17 Tone) Thimmappanagudi Iron Ore Mine, Sandur Tq, Bellary.dist	No	1	18,000/-
2	10 wheel Tippers (Rock Body 12 to 17 Tone) Dumagere Granite Quarry, Dumagere Village, Shanti Grama, Hassan Tq/dist.	No	1	13,200/-
3	8000 - 12000 litter capacity Water Tanker Karya Magnesite Mine, Hullahalli-Post Nanjangudu Tq. Mysore-dist	No	1	19,200/-
4	Tempo Trax/ Cruiser Trax/ Van (Minimum 12+01 passenger capacity) Dumagere Granite Quarry, Dumagere Village, Shanti Grama, Hassan Tq/dist	No	1	5,400/-
<b>Total</b>			<b>4</b>	<b>55,800/-</b>

## Section 10: Format of Bank Guarantee for Security Deposit

To: \_\_\_\_\_ *[name of Company]*  
\_\_\_\_\_ *[address of Company]*

WHEREAS \_\_\_\_\_ *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Works]* (hereinafter called “the Contract”);

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of Rs. \_\_\_\_\_ *[amount of guarantee]*  
<sup>37</sup> Rupees \_\_\_\_\_ *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits \_\_\_\_\_ of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

**Annexure I – Service Provider’s Information**

Name and full address of the Firm. Phone, e- Mail, Website:	
Nature of firm (Individual, Partnership, Private Company, Public Limited Company, PSUs etc.,	(upload relevant document)
Firm Registration certificate with competent authority i.e., Department of Transport, Tourism and/or other Government Agencies	(upload relevant document)
Year of establishment in Business	
Details of Turnover (Chartered Accountant certified Balance Sheet & P&L for each of financial year from 2017-18 to 2021-22 to be uploaded)	2017-18: (upload relevant document) 2018-19: 2019-20: 2020-21: 2021-22:
IT Returns filed for preceding five financial years (2019-20 to 2021-22).	Yes / No (upload relevant document)
PAN & GST Registration No.	PAN : GST No.: (upload relevant document)
Experience as per Eligibility Criteria	Please give details separately as per the table provided in Section 3
Complete details of machinery proposed to be deployed with full specification, registration number and invoice copies / Registration Certificate of that equipment to demonstrate ownership / hired /leased/ date of manufacture / agreements with documents.	Please give details as per Annexure III
Undertaking regarding non-blacklisting / non-debarment	
Any other relevant documents.	
Name and address of the tender authorized representative at site.	Name: Mob.no: Address:

**DECLARATION**

I/ We do hereby declare the particulars furnished above are correct and I/We are ready to furnish any other details and originals for verification as may be required by Karnataka State Minerals Corporation Limited. I/We also declare that, I/We shall abide by the terms and conditions of the tender. I/We further undertake Providing Vehicle service of 10 wheel Tippers (Rock Body), 8000 litter capacity Water Tanker and Tempo Trax / Cruiser Trax (12+01 passenger capacity) with driver (Excluding Diesel) to various units of KSMCL, Karnataka if the contract is awarded.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Name of the Service Provider: \_\_\_\_\_

Signature and Seal of the Authorized Signatory \_\_\_\_\_

Name and Designation of the Authorized Signatory \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure II – Undertaking regarding non-blacklisting / non-debarment**  
(Should be submitted on the letterhead of the Service Provider)

To.  
Executive Director  
Karnataka State Minerals Corporation Limited  
TTMC, 'A' Block, 5<sup>th</sup> Floor, BMTC Building,  
K.H. Road, Shanthinagar,  
Bengaluru – 560 027

Sir,  
We hereby confirm and declare that we, M/s. \_\_\_\_\_, is not blacklisted/ De-registered/  
debarred by any State or Central Government department/ Public Sector Undertaking/ Private Sector/ or any  
other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Name of the Service Provider: \_\_\_\_\_

Signature and Seal of the Authorized Signatory \_\_\_\_\_

Name and Designation of the Authorized Signatory \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure III – Details of Machinery / Equipment(s)**

The following are the list of machineries proposed for this tender:

Sl. No.	Name of the owner	Description of Machinery	Make & Model	Reg. No / Year of purchase	Owned / Hired/ Leased

**Note:**

- a. For owned vehicle, the owner has to submit the following documents such as RC book / temporary registration copy along with invoice. In case of tract mounted machinery such as HEMM and equipment’s, invoice has to be submitted.
- b. In case of hired/leased machineries, the specified machinery/vehicle should be recorded in the hire/lease agreement (notarized) and same should be provided.
- c. The originals need to be submitted for verification to the office in case of successful Service Provider before the issue of LoI.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2023

Name of the Service Provider: \_\_\_\_\_

Signature and Seal of the Authorized Signatory \_\_\_\_\_

Name and Designation of the Authorized Signatory \_\_\_\_\_

Place: \_\_\_\_\_