K-RIDE/Admin/10/Website/2019   11th November 2019

TO WHOMSOEVER IT MAY CONCERN

Dear Sir/Madam,

Sub: Tender for "Design, Development, Testing, Implementation & AMC of K-RIDE Website".

M/s. Rail Infrastructure Development Company (Karnataka) Ltd., invites tenders to execute the work of "Design, Development, Testing, Implementation & AMC of K-RIDE Website".

Interested and eligible firms/companies may apply in prescribed format to M/s. Rail Infrastructure Development Company (Karnataka) Ltd., MSIL House, 7th Floor, No.36, Cunningham Road, Bangalore 560052.

The tender documents and the formats can be downloaded from the website: www.hmrdc.com. You are requested to go through the information and send your tender Quotation in the format prescribed.

Submission of last date for Tender is 28th November 2019 at 3.00 PM.

Any corrigendum to this Tender will be only issued in the Website stated above.

Thanking you,

Yours faithfully,
For Rail Infrastructure Development Company (Karnataka) Limited

(S.N. SRINIVASA)
Authorised Signatory

Encl: a/a.

K-RIDE

RAIL INFRASTRUCTURE DEVELOPMENT COMPANY (KARNATAKA) LIMITED

Regd. Office: MSIL House, 7th Floor, #36, Cunningham Road, Bangalore – 560 052
Tel: +91-80-2237 0581, Fax: +91-80-2237 0582, website :www.hmrdc.com
CIN No. U60100KA2000PLC028171, E-mail: ceo.kride@gmail.com

TENDER DOCUMENT FOR
DESIGN, DEVELOPMENT, TESTING,
IMPLEMENTATION & AMC OF K-RIDE WEBSITE

Tender Document No. K-RIDE/Admn/10/Website/2019 Dated:11.11.2019

Last date of Tender is 28.11.2019 @ 3.00 pm

ISSUED BY
Rail Infrastructure Development Company (Karnataka) Limited
Regd. Office : MSIL House, 7th Floor, #36, Cunningham Road,
Bangalore – 560 052
Tel : +91-80-2237 0581, Fax : +91-80-2237 0582,
website : www.hmrdc.com
CIN No.U60100KA2000PLC028171
E-mail: ceo.kride@gmail.com

Note: This document contains a total of 40 pages. No change in the document by the tenderer is permissible

INDEX

SECTION-1

TENDER INFORMATION SHEET

| Document Description	Tender Document for "DESIGN, DEVELOPMENT, TESTING, IMPLEMENTATION & AMC OF K-RIDE WEBSITE"
Tender No.& Date	K-RIDE/Admn/10/Website/2019 Dated:11.11.2019
Last date & Time of Submission of Response to Tender Document	28.11.2019 at 1500 hours
Tender Opening Date	28.11.2019 at 1515 hours
Validity of Tender	90 (Ninety) days from the date of opening of tender.
Earnest Money Deposit	Rs. 2000/- (Rs Two thousand only) in the form of Demand Draft/Pay order favouring K-RIDE payable at Bangalore.
Address for submission of Response to Tender Document	The Managing Director, Rail Infrastructure Development Company (Karnataka) Limited MSIL House, 7th Floor, #36, Cunningham Road, Bangalore – 560 052

Important Note: Prospective Software/Application Developers of Website (Tenderers) are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites www.hmrdc.com No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

SECTION-2

INTRODUCTION

Rail Infrastructure Development Company (Karnataka) Ltd., was incorporated as a Public Limited Company on 22.11.2000 for carrying on the business of acting as a nodal agency for implementation of infrastructure projects and facilities in Karnataka. The company entered into MoU with Ministry of Railways to expedite development and implementation of railway projects in Karnataka. The Company is empowered to act as a Nodal Agency for ensuring necessary co-ordination and smooth implementation of railway projects in the State of Karnataka.
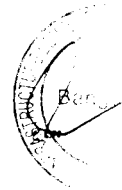
SECTION-3

TENDER INSTRUCTIONS TO TENDERERS

3. **TENDER INSTRUCTIONS TO TENDERERS**

3.1 **Obtaining Tender Document:**

The Tender document can be downloaded free of cost from the website of the company, www.hmrdc.com.

   a) The Tender shall be submitted in the prescribed form attached to this notice.
   b) Prospective tenderers interested to participate in the tender process are required to submit their competitive quotes in response to this Tender Document.

3.2 **Tender Submission date and Opening date**

The Tenderers shall submit their competitive quotation in a sealed envelope in the format enclosed with this Tender Document. The last date for submission of tender is as mentioned in the Tender information Sheet. No tender quotation shall be accepted after the date and time mentioned above. The tender quotations shall be opened on the same day as mentioned in the Tender Information Sheet.

3.3 **Documents to be signed and submitted by Tenderers**

The quotation shall be signed by the individual legally authorized to enter into commitments on behalf of the Tenderer. Only one quotation is permitted to be submitted by a person/firm/company.

The Tenderers are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, tenders may not be qualified for which K-RIDE reserves its right to accept or reject.

3.4 **Basic documents:**

   1. Letter of authorization in favour of the person to sign this tender and represent his/her company for this contract.
   2. Duly signed Tender Format by the Authorized signatory.
   3. Earnest Money Deposit of Rs 2000/- (Rs two thousand only) in the form of Demand Draft/Pay order favouring K-RIDE payable at Bangalore.

3.5 **Documents in Support of Eligibility:**

   1. Copy of Certification of Incorporation, Memorandum and Articles of Association / Partnership Deed in case of Company/Partnership firm.
   2. Copy of GST registration certificate and PAN.
   3. Contact details of the registered office and Branch Office if any in Bangalore.

3.6 Validity of the Response to Tender Document

The Tenderer shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the date of opening of tender. K-RIDE reserves the right to reject any response to Tender Document which does not meet the above-mentioned validity requirement.

3.7 Selection of successful Bidder

After tender opening, the quotations submitted shall be evaluated by K-RIDE on the basis of the total quote for the development of website software as well as AMC for the next 4 years. The evaluation of tender quotations shall be carried out as described in Section 6.

3.8 Earnest Money Deposit (EMD)

i) The tenderer shall be required to submit an EMD of Rs 2000/- (Rs two thousand only) by way of DD/Pay order favouring M/s. Rail Infrastructure Development Company (Karnataka) Ltd (K-RIDE), for the due performance of stipulation for keeping the offer open till such date as specified in the tender. Tenders not accompanied with earnest money deposit as provided in the Tender Information Sheet shall be summarily rejected.

ii) It shall be understood by the tenderer that the tenderer is permitted to quote his rate in considerations of the stipulation on his/her part, that after submitting his/her tender, he/she will not hold back from his offer or modify the terms and conditions thereof in a manner not acceptable to K-RIDE.

iii) Should the tenderer fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.

iv) The EMD of the successful tenderer will be returned after submission of Security Deposit upto 5% of contract amount or the EMD will be adjusted against the Security Deposit amount.

v) The EMD of the unsuccessful tenderers shall be returned to them within one month of issue of LoA to the successful tenderer. But K-RIDE will not be liable to pay any interest thereon.

vi) In case it is found that, the tenderer/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the tenderer/s will be forfeited. Such tenders shall be barred from participating in future tenders of K-RIDE for 5 years.

3.9 Security Deposit (SD):

Selected tenderer will have to submit Security Deposit equivalent to 5% (Five percent) of total cost of whole work excluding AMC amount as per the LoA in the form of FDR or Bank Guarantee within 5 days of issue of letter for acceptance. The selected tenderer can also confirm in writing authorising the K-RIDE to deduct the amount of security deposit from the 1st bill of the successful tenderer. Failure to submit Security Deposit or authorisation to deduct SD from the 1st Bill as stated above will result in termination of award of work/contract. Further, Security Deposit will be valid for 5 years from the date of completion of the contract. The Security Deposit will be refunded within 60 days after satisfactory completion of the contract period of 5 years from the date of
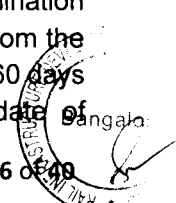
completion of the contract. The Security Deposit shall be interest-free and the successful tenderer is not entitled to any interest thereon. The Security Deposit shall be released only after the successful completion of the contract. Security Deposit shall be forfeited by K-RIDE in the event of Successful Tenderer's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which K-RIDE may recover.

3.10 Tender selection process:

The tenderers shall submit their sealed tender quotations in a separate sealed envelope. The tenders not accompanied with EMD will be summarily rejected.

3.11 Financial Quote

The prices quoted in the tender should be without any conditions.

i) The quotation shall be in format prescribed and price quote must be filled in completely, without any error, erasures or alterations as per the specified format given in section 7 Format 1 and 2.

ii) The Financial quote shall be on a fixed price basis, no price variation should be asked on account of any reasons. The quote shall also provide details of GST etc.,

iii) Price quotation accompanied by vague and conditional expression will be treated as invalid and shall be liable for rejection.

iv) The envelope containing the tender quotation shall be superscribed as "Tender for Design, Development, Testing, implementation & AMC of K-RIDE Website" and handed over at K-RIDE office on or before the last date and time mentioned above. In addition to the above, the envelope shall also contain the name and address of the tenderer.

v) Prices quoted will be firm for the entire period of Contract.

vi) It is the responsibility of the Tenderers to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the tender quotation inclusive of GST etc.,.

vii) The quotation should include incidental charges and customization charges if any.

viii) The tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.

ix) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
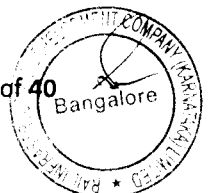
x)   The tenderer must fill and submit the rates as per instructions given above. If the tenderer does not quote a price/rate for any item in the quotation, his tender may be summarily rejected. The tenderer shall not make any addition or alteration in the tender quotation formats. The requisite details should be filled in by the tenderer wherever required in the tender quotation documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

3.12 Non-Transferable

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the successful tenderer, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The successful tenderer shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required to be done by the successful tenderer under the contract.

3.13 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender notice. No deviations of any kind will be entertained in the tender quotation.

3.14 Deadline for submission of Tender

The tender duly filled must be received by K-RIDE at the address specified not later than the date and time mentioned in the "Tender Information Sheet". Tender received later than the deadline prescribed for submission of tender by K-RIDE will be rejected. Tenders can also be accepted by post if received before expiry of time of receipt of tender document. However, K-RIDE will not own any responsibility for delay in postal transit. Any tender received in person / By post after last date and time notified will not be opened and such tenders will not be considered for evaluation purpose. If the opening date happens to be a holiday, the tenders will be received and opened on the next working day at the same time. However, there will not be any change in last date of issue of tender document on this account.

3.15 Withdrawal of Tender

No Tender can be withdrawn after submission and during tender validity period. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, has made himself aware of the scope and specifications of the Design, Development, Testing, implementation & AMC of K-RIDE Website and other factors having any bearing on the execution thereof.

3.16 Opening of Tender

Tenders will be opened at the address mentioned in "Tender Information Sheet" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.
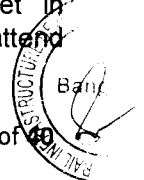
Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

Tenderer's name, presence or absence of requisite documents, total cost of project quoted or any other details as K-RIDE may consider appropriate will be announced and recorded at the time of tender opening.

3.17 Clarification of the Tender Quotation

To assist the examination, evaluation and comparison of the tenders, K-RIDE may at its 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 the tenderer.

3.18 Examination of the Tenders

K-RIDE shall determine whether each tender is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviations, objections, conditionally or reservation. If a tender is not substantially responsive, it shall be rejected by the K-RIDE. In case of tenders containing any conditions or deviations or reservations about contents of tender document, K-RIDE may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as nonresponsive.

K-RIDE's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.19 Canvassing

No tenderer is permitted to canvass to K-RIDE on any matter relating to this tender. Any tenderer found doing so may be disqualified and his tender may be rejected.

3.20 Award of Contract

K-RIDE shall issue LoA (Letter of Award) within 10 days from the closing date of tender in token of acceptance of the tender quotation to the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer. This shall constitute a legal and binding contract between K-RIDE and the successful tenderer.

Successful tenderer shall execute a signed and stamped Contract Agreement on stamp paper of requisite value in favour of K-RIDE within 7 days from the receipt of letter of Award and shall commence the work. The entire work shall be completed within 2 months from the date of entering into contract agreement.

3.21 Method of Submission

The response to Tender Document is to be in the following manner: -

i) **Covering letter**: - The covering letter shall be in the format 1 as prescribed and placed in the sealed envelope superscribed as "Tender for Design,
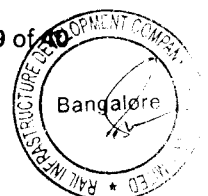
Development, Testing, implementation & AMC of K-RIDE Website" along with a DD/Pay order towards EMD;

It should be addressed to K-RIDE and shall contain:

A. Covering Letter as per Format - A.

B. DD/Pay order Rs. 2000/- towards the EMD

ii)   **"Financial Quotation"** – The Financial quotation as per format 2 shall be enclosed to the covering letter as stated above.

> **Important note**: The tenderers shall not deviate from the naming and the numbering formats mentioned above, in any manner.

3.22   Clarifications/Enquires/ Amendments

(i)   Clarifications if any, on Tender Document may be sought at the address mentioned in the Tender Information Sheet.

(ii)   Amendment/s if any will be uploaded in the website of K-RIDE for information of all concerned i.e. www.hmrdc.com. All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

3.23   Right of K-RIDE to reject a Tender

K-RIDE reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

3.24   Cancellation of Contract

i)   The K-RIDE reserves the right to cancel the contract of the successful tenderer and recover expenditure incurred by the K-RIDE on the following circumstances:

ii)   The successful tenderer commits a breach of any of the terms and conditions of the contract.

iii) The successful tenderer goes into liquidation voluntarily or otherwise.

iv)   The progress regarding execution of the contract, made by the successful tenderer is found to be unsatisfactory.

v)   After the award of the contract, if the successful tenderer does not perform satisfactorily or delays execution of the contract, the K-RIDE reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the successful tenderer is bound to make good the additional expenditure, which the K-RIDE may have to incur to carry out contract process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
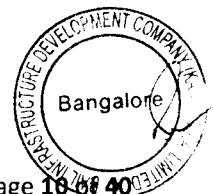
vi)   K-RIDE reserves the right to recover any dues payable by the successful tenderer from any amount outstanding to the credit of the successful tenderer, under this contract or any other contract/order.

vii)   The Security Deposit will be returned to the successful tenderer without any interest on performance and completion of the contract and on fulfilment of warranty obligations for the complete terms and period of the contract.

3.25   Important notes and instructions to Tenderers

a.   Wherever information has been sought in specified formats, the Tenderers shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

b.   If the Tenderer conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, K-RIDE reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/SD provided upto that stage shall be en-cashed. Tenderer shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.

c.   Response submitted by the Tenderer shall become the property of the K-RIDE and the K-RIDE shall have no obligation to return the same to the Tenderer. However, the EMDs submitted by unsuccessful tenderers shall be returned as specified in Clause 3.8.

d.   All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Tenderer.

e.   Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of K-RIDE in this respect shall be final and binding.

f.   The Tenderer must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the contract. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

g.   K-RIDE may at its discretion extend the deadline for submission of the tenders at any time before the time of submission of the tenders.

h.   Tenderers shall mention the name of the contact person and complete address of the tenderer in the covering letter.

i.   Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by K-RIDE.

j.   Tenderers delaying in submission of additional information or clarifications sought will be liable for rejection.

k.   Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of K-RIDE of the obligation of the Tenderer to furnish the said data/information unless the waiver is in writing.

l.   Only Bangalore Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.

m.   K-RIDE reserves the right to make any changes in the terms & conditions of the tender.

n.   K-RIDE shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.

o.   K-RIDE will not be obliged to meet and have discussions with any tenderer, and or to listen to any representations.
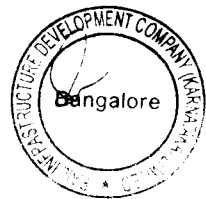
SECTION-4

General Conditions of Contract (GCC)

4.01. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

4.02. Language of Bid

The tender prepared by the tenderer shall be in the format prescribed and shall be in English language. The tender shall accompany any supporting documents as may be required. The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. K-RIDE reserves the right to reject any or all tenders without assigning any reason. Unsatisfactory performance of the contractor or failure to adhere to any of the conditions stipulated in the tender / contract document shall attract forfeiture of the security deposit. In addition, K-RIDE reserves the right to terminate the entire contract or part of it and get work executed through other agencies.

4.2.1. Inspection of Works and Services: K-RIDE or its representative shall have the right to inspect the works of the Successful Tenderer to confirm their conformity to the Contract specifications at no extra cost to K-RIDE.

4.2.2. All reasonable Works and assistance, including access to data shall be furnished to the representatives of K-RIDE at no cost to K-RIDE.

Delivery
The successful tenderer shall complete and deliver all project deliverables within the project period stipulated above.

4.03. Payment

4.3.1. The Successful Tenderer's request(s) for payment shall be made to K-RIDE in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.

4.3.2. Payment will be based on the rates quoted by the Successful Tenderer in his quotation & accepted by K-RIDE.

4.3.3. Payments shall be made promptly by K-RIDE to the Successful Tenderer subject to verification & approval by K-RIDE upon completion of entire work or at the completion of each stage of work as per the contract.

4.3.4. Payment shall be made in Indian Rupees.
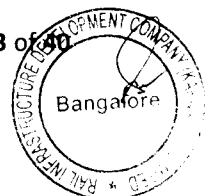
4.3.5. In the event of excess release of funds to Successful Tenderer, K-RIDE shall demand and recover from Successful Tenderer such excess disbursements and Successful Tenderer would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.

4.3.6. Taxes, if any, as applicable shall be deducted at source from all the payments made to the Successful Tenderer.

4.04. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Tenderer.

4.05. Contract Amendments

No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by K-RIDE.

4.06. Assignment

The Successful Tenderer shall not assign, in whole or in part, its obligations to perform under the Contract, except with K-RIDE's prior written consent.

Time of completion

The Work covered by this Contract shall be completed as mentioned in this document. K-RIDE may also issue instructions to the Successful Tenderer from time to time which shall also be complied.

4.07. Default in Contracts obligation

4.7.1 In case of any default or delay in performing any of the contract obligation, K-RIDE reserves the right to recover the actual damages/loss from the successful Tenderer.

4.7.2. In addition to the above, K-RIDE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Tenderer, terminate the Contract in whole or part under the following circumstances:

i) If the Successful Tenderer fails to deliver any or all of the Work as required by K-RIDE.

ii) If the Successful Tenderer fails to perform any other obligation(s)/duties under the Contract.

iii) If the Successful Tenderer, in the judgment of K-RIDE has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

4.08. Force Majeure

4.8.1. Notwithstanding the provisions of tender, the Successful Tenderer shall not be liable for Penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.8.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions etc. Whether a "Force majeure" situation exists or not, shall be decided by K-RIDE and its decision shall be final and binding on the Successful Tenderer and all other concerned.

4.8.3 In the event that the Successful Tenderer is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, K-RIDE has the right to terminate the contract.

4.8.4. If a force majeure situation arises, the Successful Tenderer shall notify K-RIDE in writing promptly, not later than 14 days from the date such situation arises. The Successful Tenderer shall notify K-RIDE not later than 3 days of cessation of force majeure conditions. After examining the cases, K-RIDE shall decide and grant suitable additional time for the completion of the Work, if required.

4.09. Termination for Insolvency

K-RIDE may at any time terminate the Contract by giving written notice to the Successful Tenderer, if the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to K-RIDE.

4.10. Termination for Convenience

K-RIDE, by written notice sent to the Successful Tenderer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for K-RIDE's convenience, the extent to which performance of the Successful Tenderer under the Contract is terminated, and the date upon which such termination becomes effective.

4.11. Award Criteria

K-RIDE will award the Contract on turnkey basis to the Successful Tenderer whose rate has been determined to be substantially responsive and has been determined as the lowest evaluated price.
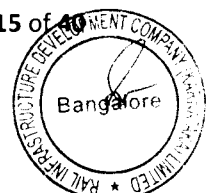
4.12. Notification of Award/Letter of Award

Prior to the expiration of the period of Tender validity, K-RIDE will issue Notification of Award of Contract to the Successful Tenderer in writing by letter or by fax/Email, to be confirmed in writing by letter, that its Tender has been accepted.

The Notification of award will constitute the formation of the Contract and the awardee would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

4.13. Successful Tenderer Integrity:

The Successful Tenderer is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

4.14. Successful Tenderer's Obligations:

4.14.1. The Successful Tenderer is obliged to work closely with K-RIDE's staff, act within its own authority and abide by directives issued by K-RIDE. The Successful Tenderer will abide by the statutory norms/Govt. rules prevalent in India and will free K-RIDE from all demands or responsibilities the cause of which is the Successful Tenderer's negligence. The Successful Tenderer will pay all indemnities arising from such incidents and will not hold K-RIDE responsible or obligated.

4.14.2. The Successful Tenderer will treat as confidential all data and information about K-RIDE, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of K-RIDE.

4.14.3. The Successful tenderer shall not, without K-RIDE's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of K-RIDE in connection therewith, to any person other than a person(s) employed by the Successful tenderer in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

4.14.4. The Successful tenderer shall permit K-RIDE to inspect the Successful Tenderer's accounts and records relating to the performance of the Successful Tenderer and to have them audited by auditors appointed by K-RIDE, if so, required by K-RIDE.

4.15. Settlement of Disputes

4.15.1 If any dispute of any kind whatsoever shall arise between K-RIDE and Successful Tenderer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding

the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

If the same is not resolved through mutual consultation, the same shall be referred to the Sole Arbitrator, appointed by K-RIDE. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

4.15.2 The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.

4.15.3 The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Bangalore.

4.15.4. Notwithstanding any dispute between the parties Successful Tenderer shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.

4.15.5. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

4.15.6. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5.24 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.

4.15.7. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Bangalore.

4.15.8. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

Governing Language

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

4.16. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

4.17. Notices

4.17.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Tender quotation.

4.17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

4.18. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Tenderer shall bear & pay all taxes, duties, levies and charges including GST if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Tenderer's account and no separate claim in this regard will be entertained by K-RIDE.

4.19. Successors and Assigns:

In case K-RIDE or Successful Tenderer undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by an order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

4.20. Severability:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause, sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule, annexure & rest of the contract shall continue to be in full force & effect.

4.21. Counterparts:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instruments.

4.22. Rights & remedies under the contract only for the parties:

This contract is not intended & shall not be construed to confer on any person other than K-RIDE & Successful Tenderer hereto, any rights and / or remedies herein.

4.23. Statutory Acts

4.23.1. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Tenderer for the successful execution of the said Work.

4.23.2. The Successful Tenderer shall comply with all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. K-RIDE shall have no liabilities in this regard.
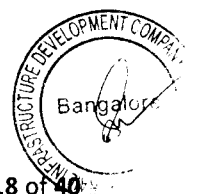
4.24. Tenderer to Inform himself

The tenderer shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

4.25. Compliance of Govt. Regulations

The Successful Tenderer should execute and deliver such documents as may be needed by K-RIDE in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Tenderer and K-RIDE shall not be responsible in any manner whatsoever.

4.26. Successful Tenderer Liability

Successful Tenderer hereby accepts full responsibility and indemnifies K-RIDE and shall hold K-RIDE harmless from all acts of omissions and commissions on the part of the Successful Tenderer, his agents, his sub contactors and employees in execution of the work. The Successful Tenderer also agrees to defend and hereby undertakes to indemnify K-RIDE and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

4.27. Indemnity Damages and Insurance

The tenderer shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said tenderer, his agents or employees in the execution of the work.

SECTION-5

SPECIAL CONDITIONS OF CONTRACT (SCC)

5.   SPECIAL CONDITIONS OF CONTRACT

5.01.   Purpose and Scope of the project

The scope of the project is to design, develop, test and implement K-RIDE website as described in this tender notice & to provide warranty for the 1st year and AMC for the next 4 years. Some of the important guidelines which the software should meet are:

1.   Software should be designed in a way that it will permit K-RIDE officials to update the content/pages easily and quickly using a web-based interface.

2.   Software should have user identity management facility.

3.   Domain name registration of the software/website.

4.   The application should meet our requirements and any required open source "frameworks" should be used by developer & also any licences required must be taken by developer. Full software "deliverables" shall be the copyright software of K-RIDE and K-RIDE shall have full proprietary and intellectual property rights over the said software.

5.   Software should allow the users to upload, access and navigate the information easily.

6.   K-RIDE logos, or any other logo as decided by K-RIDE, should be displayed prominently throughout the running of software.

7.   It should contain in site archive functions, filter options to maximise the search.

8.   Software must be compatible with all the currently available browsers and no plugins are to be required as default to access the portal.

9.   Testing to be done on all applicable platforms to ensure that software is stable and runs fast on all.

10.   Software must be safe and secure and free of any malware, adware or any such unsecure and unwanted scripts. Security audit and testing of the software at regular intervals to keep it secure shall be ensured.

11.   It should support users to print or email pages.

12.   Broad design of the software to be generic type and different types of categories of contents/user to be maintained by Software-admin with the facility of addition, deletion, edit, restoring and hide from public view.
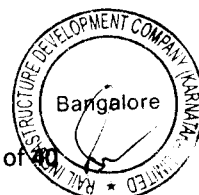
13. The design and facilities of the software to be fully in compliance with the Information Technology Act and rules made from time to time and any other acts concerning the software and should be based on **open source software.**

14. The successful tenderer may submit the **Prototype Model of the software based on the concept/intent** of the tendered document and submit a presentation on the prototype model before undertaking the work.

15. Web-admin and other content managers with admin rights should be given the brief report for the selected user on the basis of web content, time spent, periodicity of visit in order to decide the premium of the content.

16. The Software shall be provided with full security on the server with antivirus and firewall. The windows server sufficient enough for our requirement with next 5 years in view shall be provided. The server shall have unlimited space.

17. The successful tenderer shall provide support for the software for the entire agreement duration during the 1st year and shall provide Annual Maintenance contract for the next 4 years to maintain and to provide for any additional new requirements without any extra cost. The support should be included in the quote with software and no additional cost shall be paid for the support. The company will have minimum future changes/requirements and such future update/changes/functionalities in the software shall be attended at no extra cost.

In addition to above, the successful tenderer should develop appropriate training material in order to train back-end administrative and user interfaces.

5.02. Feature, contents & structure of K-RIDE Website

1. Developer Responsibilities:-

   A. Scope of Work COMPANY hereby retains the services of DEVELOPER to design, develop and host a Website and Intranet (collectively the "Website") for COMPANY in accordance with the proposal submitted by DEVELOPER to COMPANY and the terms of which are expressly incorporated herein by reference.

   DEVELOPER agrees to notify COMPANY promptly of any factor, occurrence, or event coming to its attention that may affect DEVELOPER's ability to meet the requirements of this Agreement, or that is likely to occasion any material delay.

   DEVELOPER agrees to redesign and redevelop the K-RIDE Website under Cloud Server with all latest features and technologies. The Developer shall design the COMPANY's Website in conformity with the material provided to DEVELOPER by COMPANY. DEVELOPER shall develop COMPANY's Website to project the highest professional image.

   B. Materials Provided by COMPANY:- All materials to be supplied by COMPANY may be provided to the developer in pdf/word/ppt format and developer shall upload the same appropriately in the website of the company within 2 days

   DEVELOPER will use its best efforts to register the "www.k-ride.com" domain name for the benefit of COMPANY (or such other name as may be registrable and acceptable to
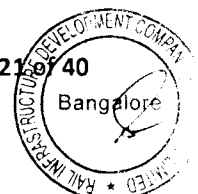
COMPANY) and will assign all rights thereto to COMPANY. The quote should also cover all registration fees associated with such registration.

2. Accessibility of Website during construction throughout the construction of the prototype and the final Website, the Website shall be accessible to COMPANY. Until COMPANY has approved the final Website, none of the Web Pages for COMPANY's Website will be accessible to end users unless the end users have entered the correct user ID and password.

3. The parties shall meet at COMPANY from time to time to discuss Website development, designing and its maintenance.

4. Upon COMPANY's approval of its final Website, or upon termination of this Agreement, whichever occurs earlier, DEVELOPER shall deliver to COMPANY all Code, Documentation, reports and other materials developed by DEVELOPER in the course of its performance under this Agreement and any other items reasonably necessary for the operation of COMPANY's Website (other than third party operating system software, third party networking software, Web Browsers and hardware) and all changes and enhancements thereto. Documentation shall be delivered in printed format and in electronic format. Code shall be delivered in electronic format. The transfer of electronic materials shall be accomplished by copying them to CDs, or via File Transfer Protocol ("FTP"). Files will be provided in HTML format, standard word processing Text format or, if images, as TIFF's GIFF'S, JPEG's or Photoshop files. DEVELOPER shall maintain its back-ups and one set of the final materials provided to the COMPANY. After termination of this Agreement or any extended agreement between the parties, the DEVELOPER will destroy all of its copies of COMPANY's Website (including all back-ups thereof) and "wipe" all files constituting final or working copies of COMPANY's Website (other than the final copy hosted on DEVELOPER's Web Server and one backup copy thereof) from DEVELOPER's computers and back-up materials unless otherwise directed in writing by COMPANY.

5. Website Hosting:

    DEVELOPER agrees, at COMPANY's option, to maintain COMPANY's Website on DEVELOPER's Web Server continuously and to make maintenance modifications to COMPANY's Website from time to time in accordance with COMPANY's directions. Such modifications shall be implemented within three (3) business days of DEVELOPER's receipt of COMPANY's changes. As part of this service, DEVELOPER agrees to make COMPANY's Website available to Internet users approximately 24 hours per day, to back-up COMPANY's Website at least once every two weeks, and to store said back-up materials in a safe and secure environment, fit for the back-up media, and not located at the same location as DEVELOPER's Web Server. Also as part of this service, DEVELOPER agrees to use its best efforts to ensure reasonable response times for users accessing COMPANY's Website. Back-Up Copies Upon notice from COMPANY not more often than once each month, and also in the event of COMPANY's termination of its use of DEVELOPER's Web Server as the host for COMPANY's Website, DEVELOPER agrees to transfer a complete copy of COMPANY's then-current Website, including all Code therefor, to COMPANY, said transfer to occur by either copying them to CDs or via File Transfer Protocol ("FTP"). Files will be provided in HTML format, standard word processing Text format or, if images, as TIFF's GIFF'S, JPEG's or Photoshop files. The transfer method will be selected by COMPANY in its discretion no later than 24 hours before the time the transfer is to take place. in the event such transfer results from COMPANY's termination of its use of DEVELOPER's Web Server as the host for COMPANY's Website, DEVELOPER shall maintain one complete electronic version of

COMPANY's Website, including all Code therefor (and shall " wipe" all other versions thereof off of its computers and media, including back-up copies), until COMPANY informs DEVELOPER in writing that the transferred files appear to be complete, at which time DEVELOPER shall "wipe" its final copy of COMPANY's Website off of its computers and media. The said server/domain should be of latest technology provides unlimited space, high security, auto backups, load balancing and upgrading options, less responsive time and single file uploading upto 64 MB's.

6. Transaction Logging during the time that COMPANY's Website is located on DEVELOPER's Web Server, DEVELOPER will make available on a monthly basis and free of charge an analysis of COMPANY Website traffic, including source IP address, most commonly viewed pages and any other such data reasonably requested by COMPANY. DEVELOPER shall set aside a portion of its server, such portion only accessible by designated COMPANY staff or members. The analysis may be viewed or printed out by COMPANY at its option.

If there is a dispute with regard to whether work was actually completed or whether an invoice is properly payable, the amount of the invoice in dispute shall not be due until the dispute is resolved. The prices set forth above are inclusive of all expenses& taxes if any. Except as expressly agreed otherwise in writing by COMPANY, DEVELOPER shall bear all of its own expenses arising from its performance of its obligations under this Agreement, including (without limitation) expenses for facilities, work spaces, utilities, management, clerical and reproduction services, supplies, and the like.

7. The COMPANY shall have no obligation to provide office space, work facilities, equipment, clerical services, programming services, or the like.

8. Confidentiality:

    a) The DEVELOPER shall treat this project as confidential. After COMPANY has approved its final Website, however, DEVELOPER may list COMPANY as a client of DEVELOPER and may include a link to COMPANY's Website on DEVELOPER's Website. DEVELOPER may not issue any press release that refers to DEVELOPER's work for COMPANY unless COMPANY has previously approved the press release in writing, which approval may be withheld for any reason or for no reason at all.

    b) It is understood and agreed that COMPANY does not wish to receive from DEVELOPER any confidential information of DEVELOPER or of any third party. DEVELOPER represents and warrants that any information provided to COMPANY in the course of entering into this Agreement or performing any work hereunder shall not be confidential or proprietary to DEVELOPER.

    c) The COMPANY may provide its own confidential business and technical information to DEVELOPER in connection with the work to be performed by DEVELOPER hereunder. Such information shall be designated as confidential upon or prior to disclosure by COMPANY. In addition, the preparation and specifications of the Deliverables shall in all instances be treated as confidential, unless and until disclosed publicly by COMPANY. DEVELOPER shall use its best efforts to prohibit any use or disclosure of COMPANY's confidential information, except as necessary to perform work hereunder.

9.   Except as set forth below, all elements of all Deliverables shall be exclusively owned by COMPANY and shall be considered works made for hire by DEVELOPER for COMPANY.

10.   From time to time upon COMPANY's request, DEVELOPER and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as COMPANY may request. COMPANY, its successors and assigns, shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Deliverables and any portion(s) thereof

11.   DEVELOPER agrees not to design, develop, or provide to COMPANY any items that infringe one or more patents, copyrights, trademarks, or other intellectual property rights (including trade secrets), privacy or other rights of any person or entity. If DEVELOPER becomes aware of any such possible infringement in the course of performing any work hereunder, DEVELOPER shall immediately so notify COMPANY in writing. DEVELOPER agrees to indemnify, defend, and hold COMPANY, its officers, directors, members, employees, representatives, agents, and the like harmless for any such alleged or actual infringement and for any liability, debt, or other obligation arising out of or as a result of or relating to (a) the Agreement, (b) the performance of the Agreement, or (c) the Deliverables. This indemnification shall include attorneys' fees and expenses, unless DEVELOPER defends against the allegations using counsel reasonably acceptable to COMPANY.

12.   Nothing contained herein shall limit DEVELOPER's ability or right to utilize independent contractors provided that such independent contractors agree to be bound by the terms of this Agreement.

13.   **MAINTENANCE:**

Maintenance includes the following:

1. Graphics & Animation Updates – adding, editing and sizing of any pictures / animations to the existing website fall under the scope of the layout or actual design of existing website.
2. Website Content Updates – adding, editing and/or removing any text or copy on the existing site including any articles, reports, contact information and product or service description.
3. Script / Program Updates – adding, editing, removing and installing any scripts, programs or software to the existing website can be done under the scope of this contract provided it does not change the overall design or look of the site more than 50%. If this will change the existing website more than 50% then it would fall under the scope of a **New** or **Redesign Contract.**
4. Services to be offered by the Developer
   - To monitor Company Website intermittently and upon your request.
   - To check for and fix any broken links.
   - To check for poor or fading images and replace as required.
   - To update the web page (static page) Meta tags.
   - To list the business with search engines monthly.
   - To search for and recommend to the company, web companies for reciprocal linking or affiliating with, that will better expose our company.
   - To test all e-mail accounts
   - To remain in-touch with the server(s) and inform the Company if any server changes are important to the Company's account.
   - To make minor changes to sentence or paragraph wording as & when suggested.
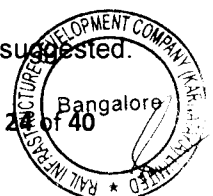
- Any additional text / alterations or images required or requested
- Complete Monthly Backups – each month your existing website will be backed up and saved to our local server.

14.   <u>Website Maintenance Policy:</u>

- The Parties define "Maintenance" as keeping the website current. It is not intended to be a new design as long as the change is within 50% of the design
- The developer maintains a current backup, and archive all submitted files for Company website.
- The Company reserves the right to distinguish between "updates" and "new designs".

15.   It is the Company's responsibility to review updates and notify us of any necessary changes that we need to make. There will be no charge for any errors on the part of the developer.

Updates should be provided electronically (by email) as much as possible. Attachments should be in Word/PDF/PPT/JPG/JPEG/GIF/PNG/BMP etc., format and the same shall be uploaded on our website. All the documents and attachments shall be open to public and accessible for printing of the same.
The website may be using third-party components. The developer have no control over what third party sites do and take no responsibility for loss of information due to actions of these sites.

16. DEVELOPER makes the following representations and warranties for the benefit of COMPANY:

   a) <u>No Conflict:</u> DEVELOPER represents and warrants that it is under no obligation or restriction that would in any way interfere or conflict with the work to be performed by DEVELOPER under this Agreement. COMPANY understands that DEVELOPER is currently working on one or more similar projects for other clients. Provided that those projects do not interfere or conflict with DEVELOPER's obligations under this Agreement, those projects shall not constitute a violation of this provision of the Agreement.

   b) DEVELOPER represents and warrants that (1) it is and will be the sole author of all works employed by DEVELOPER in preparing any and all Deliverables. it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Deliverables pursuant to this Agreement.

   c) DEVELOPER represents and warrants that (1) all Deliverables shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all Deliverables will function under standard HTML, PHP, CSS and Java scripts along with any required third-party APIs. (3) all Deliverables will conform to the specifications and functions set forth in this Agreement; and (4) DEVELOPER will perform all work called for by this Agreement in compliance with applicable laws. DEVELOPER will repair any Deliverable that does not meet this warranty within a reasonable period of time if the defect affects the usability of COMPANY's Website, and otherwise will repair the defect within 24 hours, said repairs to be free of charge to COMPANY. This warranty shall extend for the life of this Agreement. This warranty does not cover links that change over time, pages that become obsolete over time, content that becomes outdated over time, or other changes that do not result from any error on the part of DEVELOPER.

17.

    a) This Agreement shall be effective and shall remain in force for a period of 10 years or such extended period by necessary continuation agreements.

    b) COMPANY may, at its sole option, terminate any or all work outstanding, or any portion thereof, immediately upon written notice. Upon receipt of notice of such termination, DEVELOPER shall inform COMPANY of the extent to which performance has been completed through such date, and collect and deliver to COMPANY whatever work product and Deliverables then exist in a manner prescribed by COMPANY. DEVELOPER shall be paid for all work performed through the date of receipt of notice of termination as specified herein.

    c) DEVELOPER may not terminate any work under this Agreement without the prior written consent of COMPANY.

18.   Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labour stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

19.   The DEVELOPER, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. DEVELOPER shall be solely responsible for and shall hold COMPANY harmless for any and all claims for taxes, fees, or costs, including but not limited to withholding, income tax, workmen's compensation. COMPANY does not undertake by this Agreement or otherwise to perform any obligation of DEVELOPER, whether by regulation or contract. In no way is DEVELOPER to be construed as the agent or to be acting as the agent of COMPANY in any respect, any other provisions of this Agreement notwithstanding.

20.   If one party is required or permitted to give notice to the other under this Agreement, such notice shall be deemed given when once an e mail is sent to the parties or by Registered Post.

21.   Time is of the essence to the performance of the parties' obligations under this Agreement.

22.   This Agreement shall be governed by the laws of India. All disputes hereunder shall be resolved in the jurisdiction of Bangalore Courts. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

23.   The Agreement is personal to DEVELOPER and may not be assigned by any act of DEVELOPER or by operation of law unless in connection with a transfer of substantially all the assets of DEVELOPER or with the consent of COMPANY, which consent shall not be unreasonably withheld.

24.   This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement.

25.   It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

5.03   General Constraints

There are a few constraints which the system must abide by during development. The system must be developed within their bounds. These constraints may dictate a number of the functional and non-functional requirements to be specified in later stage. These constraints are important to be aware of during the implementation of the software system. The system shall be developed for use of web enabled portal applications. This shall not be limiting the ability for real time updates to the system.

- The system shall be developed in open source or windows environment.

- Data must be stored in a relational database for quick queries and storage.

- Passwords shall be sent and stored in encrypted form.

- Some users are authorized users while some are non-authorized users. Non-authorized users will not see other user's information.

- The system shall be robust enough to handle all type of data.

- The system shall be able to send email/sms notifications to any common email/sms server promptly and correctly whenever necessary.

- Server Client communication must be done over TCP connections

- System must be error/bug free at the time of production use.

- The system will take care of removal of duplicate records and well standard optimized DB/schema design.

5.04   Assumptions and Dependencies

➢ System will be installed on a machine running Windows (Windows operating system, and MSSQL)

➢ System will have user friendly attractive interface, browser independent.

➢ System will have data records import/export facility to and from spread sheets through GUI only.

➢ System will be able to store image/scanned docs into database in less uniform size with acceptable resolutions.

➢ System shall have capability to migrate and process existing data.

5.05   Specific Requirements

The system will have common home/login page for every user. The existing every user will enter user name, password, captcha (to avoid computer as a robot user) to log into the system. This minimum information will be updated by admin user at respective level. In case of forgot username or password, system admin will have the facility to reset the password.

5.06.   Deliverables

1.   Software Requirement Specification Document and Design Document.

2.   Prototype of the solution.

3.   Live software working as required.

4.   Source code in Pen drive.

5.   Testing report with security audit report.

6.   Onsite Training.

7.   User Manual.

5.07.   Project Duration

Duration proposed for the project is 60 days from the award of the project by K-RIDE and one-year support post Go-Live. The proposed mile stones are:

- Milestone 1 - Portal design consisting of information architecture, visual design, usability and other related items – 15 **Days from award of the project.**

- Milestone 2 – Portal development consisting of creation of software pages, scripts, databases, CMS development etc.– 15 **Days from Milestone 1.**

- Milestone 3 – Portal Testing ensuring the functionality and compatibility – 15 **Days from Milestone 2.**

- Milestone 4 - Hosted portal, source code, user manuals, training – 15 **Days from Milestone 3.**

- The successful tenderer shall maintain the software free of cost for one year which is the guarantee period. Even after completion of the guarantee period of one year, the successful tenderer shall assist the company in case of any defect/problems faced. The successful tenderer shall also undertake AMC for the next 4 years as per the tender quotations.

5.08.   Payment Structure

The payment will be released in 4 instalments as detailed below:

a)   10% after completion of Milestone 1.
b)   20% after completion of Milestone 2.
c)   30% after completion of Milestone 3.
d)   35% after completion of Milestone 4

The security deposit @ 5% of the total contract value shall be released only after the warranty & AMC period of one plus four years from the date of completion of entire design, development, testing and implementation of K-RIDE website.

Payment will be released only on submission of Invoice/Bill duly completed in all respect.

5.09.   Penalties

If the vendor fails to complete in full, all delivery and implementation according to the project schedule, K-RIDE reserves the right to recover from the successful tenderer any damages/extra expenditures which the Company may incur to cure the failure of the successful tenderer. The K-RIDE will have the right to terminate the contract in case of delay in completing the project by the successful tenderer and get the same executed from market at the risk and cost of the successful tenderer.

K-RIDE would deduct from the amount due for payment to the successful tenderer, the amount charged as penalty for non-compliance of the contract conditions. If the amount of such penalty exceeds the payments due to the successful tenderer, the successful tenderer shall within 15 days make the full payment to K-RIDE. If the successful tenderer fails to pay penalty amounts due to K-RIDE, K-RIDE reserves the right to take legal action on the defaulted tenderer at his risk and cost.
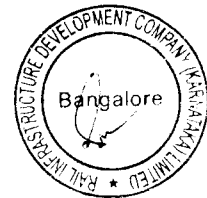
SECTION-6

TENDER EVALUATION

The tenders, which are determined as substantially responsive, shall be evaluated by the K-RIDE for technical compliance and then price aspects. The tenderer must submit all necessary authentic data with necessary supporting certificates, if any, failing which his tender is liable to be rejected.

Representative of qualified tenderers desirous of attending the tender opening may visit on the tender opening date at the office of K-RIDE.

The complete financial proposal as per the format shall be submitted.

Evaluation of the tender will be done on the basis of total price inclusive of all taxes & duties quoted for design, development, testing, implementation & AMC of the K-RIDE website as per the format prescribed in the tender document. Contract will be awarded to the tenderer, whose commercial offer (TOTAL) as per the quotation has been determined to be lowest. The company will pay the AMC amount on yearly basis after successful completion of the 1st year warranty period. The tenderer shall quote the total software development, design, testing, implementation charges together and shall also quote the AMC charges each year for 4 years separately as per the tender format prescribed. It is hereby informed that the Security Deposit of 5% shall be calculated on the total contract amount excluding the AMC charges for 4 years.

SECTION-7

FORMATS FOR TENDER SUBMISSION

7.0   FORMATS FOR TENDER SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Tenderer's compliance with the Qualification Requirements set forth in Section 2 and other submission requirements specified in the Tender Document.

    i.   Format of Covering Letter (Format 1)

    ii.   Format of Financial Quotation (Format 2)

    iii.   Format for Draft Contract Agreement (Format 3)

    iv.   Non-disclosure Agreement (Format 4)

The Tenderer may use additional sheets to submit the information for his detailed response.
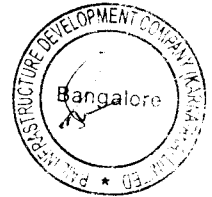
FORMAT-1

Covering Letter

(The covering letter should be on the Letter Head of the Tenderer)

Date: _____

Reference No: _____

From: _____ (Insert name and address of Tenderer)

Tel.#: Fax#:
E-mail address#

To

The Company Secretary/ Authorised Officer,
K-RIDE,
Bangalore.

Sub: Response to Tender Document No.K-RIDE/Admn/10/Website/2019 dated 11.11.2019 for "Design, Development, Testing, Implementation & AMC of K-RIDE website."

Dear Sir,

We, the undersigned .... [insert name of the Tenderer] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we have not submitted more than one response to Tender Document including this response to Tender Document.

1. We have submitted our response to Tender Document strictly as per Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

2. We hereby unconditionally and irrevocably agree and accept that the decision made by K-RIDE in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

3. **Familiarity with Relevant Indian Laws & Regulations**: We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Tenderer.

4. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.

5. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from K-RIDE.

6. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.

7. We confirm that all the terms and conditions of our Tender are valid for a period of ninety (90) days from the date of opening of tender.

8. We have neither made any statement nor provided any information in this Tender, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Tender are true and accurate. In case this is found to be incorrect after our selection as Successful Tenderer, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorised Person)
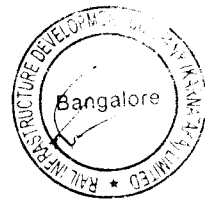
FORMAT- 2

FINANCIAL QUOTATION

(On Tenderer's letter head)

[Date and Reference]

To,
The Company Secretary/ Authorised Officer,
K-RIDE,
Bangalore

Sub: Response to Tender Document No.K-RIDE/Admn/10/Website/2019 dated 11.11.2019 for "Design, Development, Testing, Implementation & AMC of K-RIDE website."

Dear Sir,

I/ We, _____ (Applicant's name) furnish below the Financial Quotation for selection of my / our company/firm/proprietor for the Design, Development, Testing & Implementation of K-RIDE website as a Tenderer.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the date of opening of tender or such further period as may be mutually agreed upon.

S.No.	Description	Amount in INR (in figure)	Amount in INR (in words)
1	Design, Development, Testing and implementation of K-RIDE website including Maintenance support for one year & training to staff etc.,		
	AMC charges for 4 years after completion of one-year warranty (first year).		
	GST, if any		
	Total		

Note:
1) In the event of arithmetic calculation mistake, the individual amount in words shall be considered for calculation.

2) The Financial Proposal is submitted strictly as per forms given in the Tender Document.

Authorized Signatory
Name
Designation
Name of the Company
Address
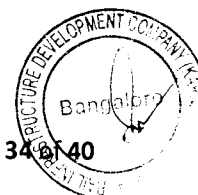
FORMAT- 3

Draft Contract Agreement

(To be executed on requisite value of stamp Papers)

This Agreement is made at Bangalore on the _____ day of _____ 2019_____

M/s. Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE) .... hereinafter called "the Purchaser" of the one part and _____ (Name of Successful Tenderer) (Address of Successful Tenderer) _____ of _____ hereinafter called "the Supplier" of the other part.

Whereas the Purchaser is desirous that certain Works should be executed, viz Design, Development, Testing & Implementation of K-RIDE website hereinafter called "the Works" and has accepted a Tender submitted by the Supplier for the execution and completion of such works (as well as guarantee of such works) and the remedying of defects therein. 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.

2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:

   a. Letter of Award and Acceptance
   b. Tender Information Sheet
   c. Tender Instructions to Tenderers
   d. Tender Evaluation
   e. General Conditions of Contract (GCC) & SCC
   f. Formats for submission of Tender

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the works by _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of Rs_____ being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. **Jurisdiction of Court:** The Courts at Bangalore shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.
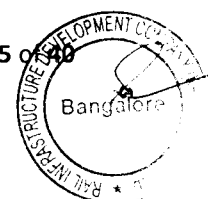
For and on behalf of the Supplier
Signature of the authorized official
Name of the official
Stamp/Seal of the Supplier

For and on behalf of the Purchaser
Signature of the authorized official
Name of the official
Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said _____
Name _____on behalf of
the Supplier in the presence of:
Witness _____
Name _____
Address_____

_____

_____

By the said _____
Name _____on behalf of
the Purchaser in the presence of:
Witness _____
Name _____
Address_____

_____

_____

FORMAT- 4

Non-Disclosure Agreement

(To be executed on requisite value of stamp Papers)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into_____day of_____month_____year (effective date) by and between
M/s. Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE)... hereinafter called "the Purchaser" of the one part and _____ (Name of Successful Tenderer) (Address of Successful Tenderer) _____ of _____ hereinafter called "the Supplier" of the other part.

Whereas, Purchaser and Supplier have entered into an Agreement ("Agreement")
_____ effective _____ for _____; and

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions. As used herein**:

    (a) The term Confidential Information shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Purchaser's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

    (b) The term "Purchaser" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

    (c) The term "Supplier" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Supplier, including its applicable affiliates and subsidiary companies.
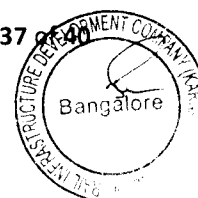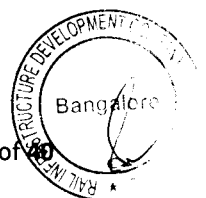
2. Protection of Confidential Information.

With respect to any Confidential Information disclosed to it or to which it has access, Supplier affirms that it shall:

(a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

(b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;

(c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Purchaser or any of the prospective clients of Purchaser except as necessary, under prior written intimation from Purchaser, in connection with the Project, and ensure that any such copy is immediately returned to Purchaser even without express demand from Purchaser to do so;

(d) Not to disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party;

(e) Return to the other party, or destroy, at Purchaser's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.

(f) Not to discuss with any member of public, media, press or any other person about the nature of arrangement entered between Purchaser and Supplier or the nature of services to be provided by the Supplier to the Purchaser.

3. Onus.
Supplier shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.

4. Exceptions.
These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:

a. Which is independently developed by Supplier or lawfully received from another source free of restriction and without breach of this Agreement; or

b. After it has become generally available to the public without breach of this Agreement by Supplier; or

c. Which at the time of disclosure to Supplier was known to such party free of restriction and evidenced by documentation in such party's possession- or

d. Which Purchaser agrees in writing is free of such restrictions.

e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information.

5. **Remedies.** Supplier acknowledges that

   (a) Any actual or threatened disclosure or use of the Confidential Information by Supplier would be a breach of this agreement and may cause immediate and irreparable harm to Purchaser.

   (b) Supplier affirms that damages from such disclosure or use by it may be impossible to measure accurately; and

   (c) Injury sustained by Purchaser may be impossible to calculate and remedy fully. Therefore, Supplier acknowledges that in the event of such a breach, Purchaser shall be entitled to specific performance by Supplier of Supplier's obligations contained in this Agreement. In addition, Supplier shall indemnify Purchaser of the actual and liquidated damages which may be demanded by Purchaser. Moreover, Purchaser shall be entitled to recover all costs (including reasonable attorneys fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Supplier.

6. **Need to Know.** Supplier shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder does not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Bangalore only.

11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.

12. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

13. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
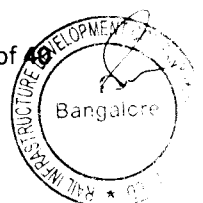
14. **Severability**. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

15. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

16. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

17. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Supplier shall not solicit or attempt to solicit Purchaser's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Purchaser with any employee and/or consultant of the Purchaser who has knowledge of the Confidential Information, without the prior written consent of Purchaser. This section will survive irrespective of the fact whether there exists a commercial relationship between Supplier and Purchaser.

18. **Term.** Subject to aforesaid section 17, this agreement shall remain valid up to 5 years from the effective date.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Purchaser,   **For Supplier**

Name: Name:

Title: Title:

WITNESSES:

1.

2.