



**KARNATAKA STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORPORATION
LIMITED**

4th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru ,
Karnataka, India 560001. www.ksiidc.com

**DEVELOPMENT OF “BENGALURU SIGNATURE BUSINESS PARK” ADJACENT TO
KEMPEGOWDA INTERNATIONAL AIRPORT AT DEVENAHALLI, BENGALURU
UNDER ITEM RATE CONTRACT.**

1. TENDER REFERENCE : No.KSIIDC/IPD/BSBP/T02/2018-19
Date: 15.02.2019
2. BIDDING DOCUMENT CAN BE ACCESS
FROM e-PROCUREMENT PORTAL : **From Date 25.02.2019 onwards**
3. PRE-BID MEETING WILL BE HELD : **On 14.03.2019 from 3.00 pm**
4. LAST DATE FOR SUBMISSION OF
PRE BID QUERIES THROUGH E-PORTAL : **On 24.03.2019**
5. LAST DATE FOR UPLOADING
(SUBMISSION) OF TECHNICAL AND
FINANCIAL BID IS ON : **On 27.05.2019 upto 4.00 pm**
6. TIME AND DATE OF OPENING OF
TECHNICAL BID ON : **On 29.05.2019 at 11:00 am**
7. PLACE OF OPENING OF e-PORTAL at : **KARNATAKA STATE INDUSTRIAL &
INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED.**
4th Floor, East Wing, Khanija Bhavan, Race
Course Road Bangalore, – 560 001.
Karnataka, India. Ph: 080 22269495
8. ADDRESS FOR COMMUNICATION : **KARNATAKA STATE INDUSTRIAL &
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**KARNATAKA STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORPORATION
LIMITED**

4th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru, Karnataka, India 560001.

No. KSIIDC/IPD/BSBP/TO2/2018-19

Dated: 15.02.2019

TENDER NOTIFICATION

(on e-procurement basis)

1. Karnataka Industrial and Infrastructure Development Corporation Limited(KSIIDC) proposes to take up the construction of following Development Work on Tender basis on two cover system as detailed below.
2. The details of works proposed to be taken up for implementation are as under:

Sl. No	Name of the work	Approximate cost of work Rs. in Crores	Period of completion [including monsoon]	Cost of Tender Document (Rs) (Non-Refundable inclusive of GST)
1	Development of “Bengaluru Signature Business Park” adjacent to Kempegowda International Airport at Devenahalli, Bengaluru	172	15 Months	As per e-Procurement Portal

3. Interested applicants may access bidding documents from the e. procurement portal www.eproc.karnataka.gov.in from Date 25.02.2019 onwards.
4. The Technical bids along with EMD and financial Bids are to be submitted in e-format and to be submitted as per the instructions in the bidding documents.
5. The **TECHNICAL BID (1st PART)** of the agencies who satisfy the requirement of payment of EMD and other terms as per bidding documents will be opened first and the **FINANCIAL BID (2nd PART)** of only the qualified agencies as per prescribed pre-qualification criteria will be opened and considered for further process of award of contract.
6. The schedule of dates for various activists are as follows:
 - (i) The last date for submission of Pre-bid queries through e-portal on **24.02.2019** (Please note only written pre-bid queries will be answered in the pre-bid meeting)
 - (ii) Pre-bid meeting will be held on **Date14.03.2019 at 3.00 pm** at KSIIDC Office, Bangalore
 - (ii) Last Date for submission of Technical and Financial Bids is on **Date27.05.2019 up to 4.00 pm**
 - (iii) Time & Date of opening Technical Bids on e-portal is on **Date-29.05.2019 at 11.30 am** at KSIIDC Office.

*** Please note henceforth, any changes in the schedule will not be published through News Papers and further changes will be updated only on e-portal / KSIIDC Website.**

Visit: www.ksiidc.com

Sd/-

**MANAGING DIRECTOR
KSIIDC, BENGALURU.**

SECTION 1: INVITATION FOR TENDERS (IFT)

Date 15.02.2019

IFT NO KSIIDC/IPD/BSBP/TO2/2018-19

1. The Managing Director, Karnataka Industrial and Infrastructure Development Corporation Limited (KSIIDC) invites tenders from eligible tenderers, for the construction of works detailed in the Table below. The Tenderer may submit tender for the works given in the Table. ***Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed. The Tenders are required to one containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3 and 6), which will be opened first and the second cover containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderer are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.***
2. Tender documents may be accessed from e-portal www.eproc.karnataka.gov.in . The tender can be downloaded from the e-portal as per prescribed date and time published in the portal. Only Interested tenderer who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.
3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below and should pay for the Package. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. First Cover (Technical) Tenders will be opened at prescribed time and date in the e-procurement portal, in the presence of the Tenderers who wish to attend at the Office Karnataka Industrial and Infrastructure Development Corporation Limited (KSIIDC) 4th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru, Karnataka, India 560001. Ph: 080 22258133 Fax: 080-22269495. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
5. A Pre-tender meeting will be held on **14.03.2019 at 3.00 pm** hours at the office of KSIIDC Bengaluru to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.
6. Other details can be seen in the Tender documents.

TABLE

Sl. No	Name of the work	Approximate cost of work Rs. In Crore	EMD 1% of the amount put to Tender (In Rs.)	Period of completion [including monsoon]	Cost of Tender Document (Rs) (Non-Refundable inclusive of GST)
1	Development of “Bengaluru Signature Business Park” adjacent to Kempegowda International Airport at Devenahalli, Bengaluru	172	Rs.1,00,000 /- (e-portal) and Rs.1,71,00,000 /- (Bank Guarantee from Nationalized / Scheduled Bank)	15Months	As per e-Procurement Portal

Note:

1. Technical Bids will be opened on the website <https://eproc.karnataka.gov.in> in the office of the KSIIDC on **29.05.2019 at 11.30 am.**
2. Aspiring Bidders/Contractors who have not registered in e-procurement Should register before participating through the website <https://eproc.karnataka.gov.in>
3. Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents have been uploaded with bid.
4. All the required information required for Bids must be filled and submit online.
5. For details, registration and e-payment visit GOK e-Procurement website <https://eproc.karnataka.gov.in>. or contact e-Procurement Helpdesk at 080 22340060.
6. This tender notice can also be seen on the KSIIDC website www.ksiidc.gov.in.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

- 1.1 The Managing Director, Karnataka Industrial and Infrastructure Development Corporation Limited (KSIIDC), Bangalore invites tender following Two Cover tender procedure, from eligible Tenderers, for **Development of “Bengaluru Signature Business Park” adjacent to Kempegowda International Airport at Devenahalli, Bengaluru** under Item Rate contract for the works detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tender for works detailed in the table given in IFT.

2 Eligible Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka/GoI/Any State Government.

Tenderer shall be any individual, firm, agency shall be a Class –I contractor registered with NH,PWD,CPWD, or other Central/State Government undertaking with qualifications as set forth in Clause 3 below.

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

- 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

- 3.2 To qualify for award of this contract, each Tenderer in its/his name should have in the last five years i.e. **2013-14 to 2017-2018** (Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the financial year in which the tender are invited).

- (a) achieved in at least two financial years a minimum financial turnover of **Rs.344.00 Crore**.

(*- Updated to the FY in which the tenders are invited. Financial turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited).

- (b) Satisfactorily completed (at least 90% of the contract value) as prime contractor, at least one similar work such as Construction or Development of SEZ/Industrial/other Infrastructure (Roads, Bridges, Airports) with CD structures of value not less than **Rs.90 Crore**

- (c) Executed in any one year, the following minimum quantities of work:

SI No	Particulars	Unit	Quantity
i	Earth work in Excavation & Embankment	Cum	503000
ii	Granular Sub Base	Cum	65500
iii	Bituminous Works (DBM&BC)	Cum	6250
iv	RCC works	Cum	31700
v	Laying of HDPE Water Pipe Line work	RM	12800
vi	Laying of Sewerage Pipe line work	RM	5200
vii	Construction of RCC Storm water Drain/ Utility duct length	RM	33800
viii	Supply & Installation of Pumps	KW	375(Cumulative)
ix	Construction of Water tight Retaining Structure	Cum	10,000
x	Supply, installation, testing and commissioning of the 11KV and 415V Electrical related works	Similar type of project experience certificate to be submitted.	

- (d) The Tenderer or his identified sub-contractor should possess required valid electrical license for executing electrification works and should have executed similar electrical works totaling Rs.3 Crores in any one year.

3.3 Each Tenderer should further demonstrate:

- (a) Availability by owning atleast 50% of the required/specified key and critical equipment for this work.
 (b) The remaining 50% can be deployed on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.,) for availability for this work are to be furnished : (Furnish details of plant / machinery / equipment etc.,)
 (c) liquid assets and / or availability of credit facilities of not less than **Rs.35 Crore** (Credit lines / letter of credit / certificates from banks for meeting the fund requirement etc.

Items of Plant and Equipment to be deployed by the Contractor

Sl. No.	Type of Equipment	Max. age as on March 2018 in years	Capacity	Min Nos. Required for the project	Minimum Equipments to be	
					Owned	Hired
1.	Excavators	5	1.25 m ³	5	3	2
2.	Front End Loader	5	1.0 m ³	4	2	2
3.	Motor Grader	5	Engine output above 150 KW	5	3	2
4.	Dozer	5	D6	4	2	2
5.	Hot Mix Plant	5	40/60 TPH	1	-	1
6.	a) Vibratory Roller	5	Minimum static weight 10 T	1	1	-
	b) Tandem Vibratory Roller	5	Minimum static weight 8 T	1	1	-
		5	Minimum static weight 8 T	2	1	1
	c) Smooth wheeled Roller for compaction of edges (self propelling)	5	Minimum static weight 4 T	1	-	1
		5	Minimum static weight 8 T	2	1	1
d) Trench Roller						
e) Tandem Roller						
7.	Pneumatic Tyred Roller	5	Minimum static weight 12T – 15T (9 wheels)	2	1	1
8.	Mechanical paver finisher for WMM works	5	Minimum 5m Width	1	-	1
9.	Paver Finisher with electronic sensors for automatic level control for bituminous works	5	Minimum 8.75m Width	1	1	-
10.	Dump Truck / Standard tipper/truck	5	8 Cu.m	40	20	20
		5	4.50-6.00 Cu.m	20	10	10

Sl. No.	Type of Equipment	Max. age as on March 2018 in years	Capacity	Min Nos. Required for the project	Minimum Equipments to be	
					Owned	Hired
11.	Water truck with Bowser attachment	5	10000 lit	10	10	-
12.	Compressors	5	250 cfm Pressure: 10-15 kg/cm ²	1	-	1
13.	Needle Type Vibrators (electric and diesel)	6	-	Sets as required	-	-
14.	Structural Form Work	5	CRIBS	To cover minimum 350 SQM at a time	-	-

Notes: 1. Applicants shall indicate the make, year of manufacture, capacity and working conditions of above equipments.

2. Following will also be required during work execution:

- a) Minor plants and equipments and accessories
- b) Field laboratory, testing equipments and survey equipments.
- c) All other equipment/machinery etc., as required to meet the project target shall be included and deployed at site.

3.4 To qualify for a package of contracts made up of this for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

$$\text{Assessed available tender capacity} = (A * N * 1.5 - B)$$

Where,

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.

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

B = Value, at 2018-19 price level, of existing commitments and on-going works to be completed during the next 15 months.

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

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have :

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and / or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and / or

4. One Tender per Tenderer:

- 4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

- 5.1 The tenderer shall bear all cost associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site Visit:

- 6.1 The tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender Documents

7. Content of Tender Documents:

- 7.1 The contractor should go through tender document and submit the response / commercial / technical through e-procurement portal online after downloading the tender.

8. Clarification of Tender Documents:

- 8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

8.2. Pre-tender meeting:

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the office of the Employer at a date and time as mentioned in the e-procurement portal.

- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 8.2.3 The tenderer is requested to submit any questions in writing or by cable or through e-portal to reach the Employer as specified on e-portal.

- 8.2.4 Minutes of the meeting, including the text of questions raised (without identifying the sources of enquiry and the responses given will be transmitted without delay to all bidders (through e-portal) of the tender documents. Any modifications of the tender documents listed in sub-clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

- 8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tender.

9. Amendment of Tender documents:

- 9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
- 9.2 Any Addendum thus issued shall be part of the tender documents and posted online in e-procurement portal which the contractors should download.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender:

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 **First Cover : (Only Online)**

- (a) Earnest Money Deposit, online payment through e-procurement platform.
- (b) Qualification Information as per formats given in Section-3.
- (c) Tender transaction fee. Online payment through e-procurement platform.
- (d) General eligibility criteria.
- (e) **Document/Evidence required from the Tenderer.**

10.1.2 **Second Cover: (Only Online)**

- (a) The Tender (in the format indicated in Section – 4).
- (b) Priced Bill of Quantities (Section 9) online through e-procurement portal, no hardcopy of commercial should be attached or disclosed, and any other materials required be completing and submitting by Tenderers in accordance with these instructions. The documents listed under section 3, 4, 6 and 9 shall be filled in without exception.

10.2 Not Applicable.

11. Tender Prices:

11.1 The contract shall be for the whole works as described in Sub Clause – 1.1 based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (as in e-portal) (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made before submitting on e-portal.

11.3 All duties, taxes and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. Tender Validity:

12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the Tenderer may extend the period of validity for a specified additional period. The request and

the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13 Earnest Money Deposit:

The Bidder has to remit EMD of Rs.1.00 Lakh in e-procurement portal as per clause 13.1. Remaining amount of EMD has to be remitted in the form of Bank Guarantee (BG) from Nationalized / Scheduled Bank. Bidder has to attach scanned Bank Guarantee to the e-procurement portal and has to submit original Bank Guarantee to KSIIDC office, Bengaluru, on the day of opening of Technical Bids in separate cover. The Proforma for B.G. for balance EMD is enclosed as per SECTION – 10.

13.1 Earnest Money Deposit / Bid Security

The bidder / contractor can pay the Earnest Money Deposit (EMD) to the e-procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

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

For details on e-payment services refer to e-procurement portal for more details on the process.

The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in the Table of IFT for this particular work.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secure as indicated in Sub-Clause 13.1 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c's of the supplier/contractor registered in the e-procurement system.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

- (a) If the Tenderer withdraws the Tender after opening during the period of tender validity;
 - (b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24;
- or
- (c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - (i) Sign the Agreement; or
 - (ii) Furnish the required Security deposit.

14 Format and signing of Tender: NOT APPLICABLE

14.1 Not Applicable.

14.2 Not Applicable.

14.3 Not Applicable.

Tenderer shall submit the bids electronically before the submission date and items published in e-procurement portal.

D. Submission of Tenders

15 Sealing and marking of tenders: NOT APPLICABLE

- 15.1 Not Applicable.
- 15.2 Not Applicable.
- 15.3 Not Applicable.
- 15.4 Not Applicable.

Tenderer shall submit the bids electronically before the submission date and items published in e-procurement portal.

16 Deadline for submission of the Tenders:

- 16.1 Tenders must be submitted before the deadline time on e-portal.
- 16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17 Late Tenders:

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

18 Modification and Withdrawal of Tenders:

- 18.1 Tender has all the time to modify and correct or upload any relevant document in the portal before submission on e-portal.
- 18.2 Tender can be withdrawn only before Bid submission date and time, as published in the e-procurement portal.
- 18.3 No Tender may be modified after the deadline for submission of Tenders.
- 18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.
- 18.5 Tenderers may only after discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission if available on e-portal.

E. Tender opening and Evaluation

19 Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

- 19.1 The Employer will open online the First Covers of all the Tenders received through e-procurement portal, in the presence of the Tenderers or their authorized representatives who choose to attend on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 19.2 Not Applicable.
- 19.3 The Tenderers 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.

- 19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.
- 19.5 Not Applicable.
- 19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20 Opening of Second Cover Tenders of qualified Tenderers and evaluation:

- 20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the appointed time and date (as indicated in the e-procurement portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.
- 20.2 Not Applicable.
- 20.3 The Tenderers' name the Tender prices, the total amount of Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21 Process to be confidential:

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

22 Clarification of Tenders:

- 22.1 To assist in the examination, evaluation and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
- 22.2 Subject to Sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

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

- 23.2 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 Employer's rights or the Tenderer's obligations under the Contract or
 - (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

- 24.1 Tenders determined to be substantially responsive will be checked by the Employer for any Arithmetic errors. Errors will be corrected by the Employer as follows:
- a) Where there is a discrepancy between the rates in figures and in words, the lower of the two will govern: and
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected. And the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6(b)

The Tenderer can do Modifications before submitting their bids online only.

25. Evaluation and comparison of Tenders

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 40 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer

to a level sufficient to protect the Employer against financial loss in event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

- 26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be
- (a) eligible in accordance with the provisions of Clause 2, and
 - (b) qualified in accordance with the provisions of Clause-3.

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

- 27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 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 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days. Following the notification of award along with the Letter of Acceptance within 20 days of receipt, the successful tenderer will sign the agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security Deposit

- 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract.

- Banker's cheque / Demand draft / Pay Order in favour of MD, KSIIDC, payable at Bangalore or

- A bank guarantee in the form given in Section-10. The Bank Guarantee shall be valid until 30 days from the date of expiry of Defects Liability Period.
- 29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued by a Nationalized / Scheduled bank.
- 29.3 NOT APPLICABLE.
- 29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

- 30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

- 31.1 The **Employer** requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Employer:
 - (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.
- 31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

32. Additional Clause:

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

SECTION 3: QUALIFICATION INFORMATION

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

1.1 Constitution or legal status of Tenderer (Attach copy)
 Place of Registration (Attach Copy)
 Principal place of business: _____

1.2 Total value of civil engineering construction 2013 – 14 _____
 works executed and payments received in the last 2014 – 15 _____
 five years (in Rs. Lakhs) 2015 – 16 _____
 2016 – 17 _____
 2017 – 18 _____

(* Attach certificate from Chartered Accountant)

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

Project Name	Name of Employer	Description of work	Contract No.	Value of Contract Rs. Lakhs	Date of issue of work order	Specified Period of completion	Actual date of completion	Remarks explaining reasons for delays in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of work	Name of Employer	Quantity of work performed								Remarks (Indicate contract reference)	
			Earthwork in Excavation & Embankment (Cum)	Granular Sub Base (Cum)	Bituminous works (DBM & BC only) (Cum)	Laying of HDPE Water /Sewage pipeline works (Rmtr)	RCC Works (Cum)	Construction of RCC Storm water Drain/ Utility duct length (Rmtr)	Water tight Retaining Structure (Cum)	Supply & Installation of Pumps (kw)		
2013-2014												
2014-2015												
2015-2016												
2016-2017												
2017-2018												

Provide electrical works experience separately

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

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

(* - Attach Certificate from Engineers-In-Charge)

(B) Works for which Tenders already submitted:

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

- 1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderers should furnish all the information listed below:

Item of Equipment	Requirement*			Owned and available		Remarks if any
	No.	Capacity	Owned	Number/capacity	Age / Condition	

(* - The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a))

- 1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;
- 1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.
- 1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.
- 1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the contract for this work, namely (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manager
Address

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of work	Value of Sub-contract	Identified Sub-Contractor (Name and address)	Experience of similar work*

(* Attach certificates from the respective Employers)

1.12 Information of litigation in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount Involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

**SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO
PROCEED WITH THE WORK AND AGREEMENT FORM**

Form of Tender

Description of works _____

Tender

To : _____

Address : _____

GENTLEMEN

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ (in figures).
(_____) (in letters)

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.
The advance payment required is Rs. _____

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

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Letter of Acceptance
(Letterhead paper of the Employer)

To: _____ [date]
_____ [name and
address of the Contractor]

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 Tenderers] for the Contract
Price of Rupees _____
(_____) [amount in words and figures], as corrected and modified in accordance with the
Instructions to
Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in
terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs. _____
within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of
Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Para 29.4
of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(Letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of _____²⁷ a Tender Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

²⁷ Name of the Contract

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20_____,
between _____
_____ [name and address of Employer]
(hereinafter called “the Employer”) of the one part and

_____ [name and address of
contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute _____

_____ [name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor 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 Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor 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:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor’s Tender;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) 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.

TENDERER

26

EMPLOYER

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 Employer _____
Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.
- Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
- Compensation events** are those defined in Clause 38 hereunder.
- The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
- The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
- The **Contract Data** defines the documents and other information which comprise the Contract.
- The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
- The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
- The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- Days** are calendar days; months are calendar months.
- A **Defect** is any part of the Works not completed in accordance with the Contract.
- The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
- The **Employer** is the party who will employ the Contractor to carry out the Works.
- Engineer** shall mean a qualified civil engineer appointed by the Employer for the purposes of the Contract and named in Section 6, Contract Data or notified by the Employer from time to time.
- Engineer-in-charge** is a representative of the Employer who is of an appropriate seniority and who will be responsible for supervising and administering the contract such as Cost Control, Quality and Quantity certification and Change order etc.,
- Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
- The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
- Maintenance Period** is the period named in the Contract Data, during which Contractor shall maintain the works completed by him for a period of 24 months effective from last day of Defect Liability Period
- Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- Plant** is any integral part of the Works which is to have a Mechanical, Electrical, Electronic or Chemical or Biological function.
- The **Site** is the area defined as such in the Contract Data.
- Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

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

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

“Temporary Works” means all temporary works of every kind required in or about the execution, completion or maintenance of the works and includes all temporary constructions such as, scaffolding, ladders, timbering, site offices, cement and other platforms and bins for stacking building materials, gantries, temporary tracks and diversion/service roads, temporary culverts and, mixing platforms and the like.

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

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

2. Interpretation

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

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

- (1) Agreement
- (2) Letter of Acceptance, notice to proceed with the works
- (3) Contractor’s Tender
- (4) Contract Data
- (5) Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bill of quantities and
- (9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

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

4. Employer's decisions

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

5. Delegation

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

6 Communications

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

7 Subcontracting

7.1 DELETED.

8 Other Contractors

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

9 Personnel

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

10 Employer's and Contractor's risks

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

11 Employer's risks

- 11.1 The Employer is responsible for the excepted risks which are:
- (a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
 - (b) a cause due solely to the design of the Works, other than the Contractor's design; or
 - (c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - (i) could not have reasonably foreseen; or
 - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures:
 - (A) prevent loss or damage to physical property from occurring by taking appropriate measures or
 - (B) insure against such loss or damage

12. Contractor'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 Contractor.

13. Insurance:

- 13.1 The Contractor shall prior to commencing the works shall take a CAR (Contractors All Risk) Insurance Policy, thereafter maintain in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
- (a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
 - (b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

- (c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.
- 13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.
- 13.5 Both Parties shall comply with any conditions of the insurance policies.
- 14. Site Investigation Reports:**
- 14.1 The Tenderer, in preparing the tender, shall rely on any site investigation reports referred to in the contract data, supplemented by any information available to the Tenderer.
- 15. Queries about the Contract Data**
- 15.1 The Employer will clarify queries on the Contract Data.
- 16. Contractor to construct the Works**
- 16.1 The Contractor shall construct and maintain the Works in accordance with the Specification and Drawings. The contractor shall construct the temporary diversion roads and temporary roads as per the specifications approved by the employer at his cost.
- 17. The Works to be completed by the Intended Completion Date**
- 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.
- 18. Approval by the Employer:**
- 18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
- 18.2 The Contractor shall be responsible for the design of Temporary Works

- 18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

- 19.1 The Contractor shall be responsible for the safety of all activities on the Site. The contractor shall submit a SHE (Safety, Health and Environment) Manual for the project and get approval for the same by the Employer.

20. Discoveries

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

21. Possession of the Site

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

22. Access to the Site

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

23. Instructions

- 23.1 The Contractor shall carry out all instructions of the Employer which are in accordance with this contract and which comply with the applicable laws where site is located.

24. Procedure for resolution of Disputes:

- 24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.
- 24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.
- 24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

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

26. Extension of the Intended Completion Date

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

27. Delays ordered by the Employer

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

28. Management meetings

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

C. Quality Control

29. Identifying defects

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

30. Tests

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

31. Correction of defects

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

32. Uncorrected defects

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

D. Cost Control

33. Bill of Quantities (BOQ)

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

34. Variations

- 34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of 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.
- 34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 15 days, failing which the work shall be carried out as though there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any.

35. Payments for Variations

- 35.1 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 Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 35.3 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
- 35.4 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 Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause

36. Submission of bills for payment

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

37. Payments

- 37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress.

37.2 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.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

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

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

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

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

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

40. Price Adjustment

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

- (a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall

not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor.

- (b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
- (c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
- (d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It would include the amount of secured advance for materials paid for (if any) during the quarter, less the amount of the secured advance recovered during the quarter. It will exclude value for works executed under variations for which Price Adjustment (if any) will be worked out separately based on the terms mutually agreed. It will also exclude the value of work done during the quarter which was programmed to be done prior to this quarter as per the work schedule in the agreement.

- 40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

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

42. Advance Payments: Deleted

43. Securities

- 43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. All the Bank Guarantees to be submitted shall be from Nationalized / Scheduled Banks.

44. Cost of Repairs

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

E. Finishing the Contract

45. Completion

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

46. Taking over

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

47. Final account

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

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"¹ Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

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

49. Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- (a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
- (b) the employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
- (c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
- (e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- (f) the Contractor does not maintain a security which is required;

¹ Completion drawings

- (g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

- 49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.
- 49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

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

51. Property

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

52. Release from performance

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

F. Special Conditions of Contract

1. Labour :

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

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

2. Compliance with labour regulations:

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

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

3. Protection of Environment:

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

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be follow as per Government Circular No. LAW273LAC2012 (p) dated 10.01.2014:

“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”.

Arbitration proceedings shall be held at Arbitration Centre, Khanij Bhavan, Bengaluru, Karnataka, India

OTHER CONDITIONS

1 General

The Contractor is advised to note that the following Other Conditions are part of the Contract and he will not have any right to claim at any time for delays or for expenditure incurred by him in fulfilling the following special conditions.

2 Scope of Works

Demarcation of routes of the related services and periphery of the plots with the help of Total Station machine with fixing points in the field after calculating the co-ordinates from the layout plan.

All the above shall be as per issued relevant drawings, Specifications, terms & conditions and other relevant National and International Standard Specifications and good Engineering practices, safety measures as required all as per agreed construction methodology in consultation and coordination with and under the inspection of the Employer's personnel / Design /PMC consultants.

All the Contract Works shall be executed in full compliance with the Specifications of the Contract and all requirements and always to the satisfaction of the Employer.

The Contractor shall be deemed to have inspected, tested and examined the site and surroundings and to have satisfied himself as to all the conditions, factors and risks which can be reasonably obtained or inferred from the inspections, tests and examinations that may influence or affect the progress and cost of Contract Works.

The Contractor shall resolve local constraints and problems, liaise, seek, and obtain any consent, permit, license, approval, etc. from all Relevant Authorities including paying all fees, charges, levies, etc all at his own cost.

The Contractor shall be responsible to segregate the fertile soil in the top 20cm. and stock the same separately at designated locations, identified by the Engineer In-charge, if required. The Contractor shall make his own arrangement, at his cost, to identify the dumping yard. It is the responsibility of the Contractor to get requisite approval from Authorities/ agencies concerned, at no extra cost to KSIIDC. The Contractor shall indemnify KSIIDC from any claims, whatsoever, from anybody, on this account.

Clearing all debris and disposing to location approved by Municipal authorities during progress of Contract works and before and after the dates of Completion.

3 Tender Drawings

The drawings issued with these Tender Documents are Tender Drawings. Tender Drawings are prepared in such detail as are necessary to give a comprehensive idea of the works. The good for construction drawings will be issued during the construction stage based on the requirements as per the construction program submitted by the Contractor as

per General Condition of Contract Clause 17.

4 Contract Drawings

The Engineer in Charge may from time to time during the course of the Contract issue the Contractor with revised Contract drawings and the Contractor shall ensure that all superseded drawings are removed from site and replaced by revised Contract Drawings.

The Contractor shall ensure that a complete up to-date list of drawing is maintained at site. All Contract Drawings shall be properly filed and indexed for ready reference.

The Contractor shall ensure that only the valid up to-date Contract Drawings are used for preparation of Working Drawings, setting out, construction, etc. shall be carried out as per valid Contract Drawings.

Working Drawings shall include shop and fabrication drawings for cross sections, bar bending schedules etc. as required by the Engineer in Charge.

5 Additional Work

Any additional works, instructed during the Contract Period and within the Contract Amount, will be paid as per Schedule of Quantity rates and it shall not be considered as a cause for the Contractor to claim for delay, incurred overhead, mobilization etc.

6 Defect Liability Period

- i) Defect Liability Period shall be calculated from the next day of issue of Completion certificate by the Employer.
- ii) The Contractor shall be responsible for replacing any defective work and rectifying any defects in this works and maintaining the same during the Defect Liability Period free of cost. For this purpose, the Contractor shall retain key personnel at site who shall be always available as Bidders representative in dealing with employer during the Maintenance Period which shall run concurrently along with the defects liability period.

The Defect Liability Period will be 12 months from the next day of issue of Completion Certificate.

7 Public Utilities

It is clearly understood that any damage occurring to the Works (completed or under execution) is the Contractors responsibility and no claims will be entertained by the Employer since the matter shall be covered by the relevant Insurances.

Any services affected by the Works must be temporarily supported by the Contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of the works.

The work of temporarily supporting and protecting the public utility services during execution of the Works shall be deemed to be part of the Contractor and no extra payment shall be made for the same.

The contractor may be required to carry out the removal or shifting of certain services / utilities on specific orders from the Engineer for which payment shall be made to him. Such

works shall be taken up by the Contractor only after obtaining clearance from the Engineer and ensuring adequate safety measures.

KPTCL/BESCOM line & transformer shifting will be got done by the contractor after preparation of estimates for shifting, approval of the same by KSIIDC & Technical Scrutiny by KPTCL/BESCOM. KPTCL/BESCOM supervision charges will be directly paid to KPTCL/BESCOM by KSIIDC. The shifting charges at estimated rates for the actual work done will be paid to the agency by KSIIDC.

Maintenance of the existing road shall be done by the contractor from the date of commencement of the Tender work till the completion of work at the cost of the agency without effecting the vehicle traffic.

8 Disclaimer for Rates:

The employer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy of the rates provided and the bidder shall confirm that shall have no claim whatsoever against the employer in this regard.

The bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing of Bid.

The bidder should acknowledge that the bidder has, after a complete and careful examination, made an independent assessment of the rates at its own responsibility based on the Tender, Scope of the Project, Specifications and Standards, Site, local conditions, availability of adequate quantity of acceptable material, physical qualities of ground, subsoil and geology and has determined to its satisfaction.

If the quoted amount is less than 90% of amount put to tender, then the balance 10% of the amount put to tender is considered as contractor's profit part and whatever the difference amount of 90% of amount put to the tender and quoted amount will be considered for additional security. Likewise in case of quoting over & above 25% of the amount put to tender will be considered as seriously unbalanced and considered for additional security amount will be released as and when such individual works are completed.

Steel & Cement should be procured by primary producers only. The list of primary producers such as:

- a) **Cement:** Ultratech, ACC, Gujarat Ambuja, J. K. Cement & Grasim (Birla Super).
- b) **Steel:** Primary Sources namely: TISCO, SAIL, JSW, RINL.

The contractor shall ensure the project road is maintained in traffic worthy and motorable condition till completion and handing over of the project. In this regard, no extra payment will be paid by KSIIDC whatever the reason may be. The rate quoted by the agency shall be inclusive of expenditure to be made towards maintenance of the existing road during the entire construction period.

9 Contractor's Other Obligations

The Contractor has to Operate & Maintain all the plants & equipments, installed, till Maintenance period. The contractor shall be bound to rectify all the defects or replacement of

the equipment (s) within the guarantee period as mentioned in the Guarantee Card. The Contractor will train the Employer's staff to operate & maintain the equipment/ plant and will submit the copy of operation & maintenance manuals of the concerned equipment/plant to the Employer. All the spares & tools for the defect liability period shall be arranged by the contractor at his own cost.

SECTION 6: CONTRACT DATA

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

The following documents are also part of the Contract:

Clause Reference

- | | |
|--|------|
| • The Schedule of Operating and Maintenance Manuals | [48] |
| • The Methodology and Program of Construction | [25] |
| • Site Investigation Reports N/A | [14] |
| • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. | [25] |

The Employer is:

Name: **KARNATAKA STATE INDUSTRIAL & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED** [1.1]

Address: 4th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru -560001, Karnataka, India

Name of authorized Representative: **Executive Engineer KSIIDC Bengaluru**

The name and identification number of the Contract is **Tender Notification No. KSIIDC/IPD/BSBP/TO2/2018-19 dated 15.02.2019 for the work of DEVELOPMENT OF "BENGALURU SIGNATURE BUSINESS PARK" ADJACENT TO KEMPEGOWDA INTERNATIONAL AIRPORT AT DEVENAHALLI, BENGALURU UNDER ITEM RATE CONTRACT.**

The work consists of Development of Bengaluru Signature Business Park includes , Construction of Road, providing utility ducts for infrastructures facility includes drain, water supply & sewage line, electrical cables, etc , construction of underground water tanks, Buildings and related works, Pumping stations including MEP works & other items of work as required to be carried out for completing the infrastructure works in accordance with the drawings and the provisions of the contract.

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

Schedule of Personnel to be deployed as below [9]

TABLE-1

Sl. No	Position	Qualifications	Number of personnel
1	Project Manager	B.E. Civil + 15 Years minimum Construction experience (including 5 years as Project Manager on bridge works)	One
2	Dy Project Manager, Highway / Bridge &	B.E. Civil + 10 Years minimum Construction experience (including 3 years in Bridge	One

Sl. No	Position	Qualifications	Number of personnel
	Structural Engineers (one each)	construction & design)	
3	Plant & Equipment Engineer	B.E. (Mech.) + 5 Years minimum experience OR Diploma, Mech. + 10 years minimum experience in erection and commissioning of Pumps, Plant & Mechanical equipments	One
4	Construction Engineers	B.E. Civil + 5 Years minimum Construction experience (5 years on Road and Building construction)	Four
5	Material / Quality Control Engineer	B.E Civil + 10 Years minimum experience (including 5 years in Infrastructure works as Material / QC Engineer)	One
6	Planning Engineer	B.E Civil + 10 Years minimum experience in MS Project.	One
7	Chief Surveyor	Diploma in Civil with 12 Years minimum experience.	Two
8	Laboratory Technician	D.C.E. + 5 years minimum experience in Road , Building and bridge Construction in Q.C. Laboratory	Two
9	Electrical Engineer	B.E (Elec) 10 years minimum experience in similar nature of electrical works.	One
10	Auto CADD Draftsman	Diploma Civil + 5 years minimum experience	Two
11	Accountant	B. Com + 10 years minimum experience in Infrastructure Projects	Two
12	Store Keeper	Graduate in any discipline + 10 years minimum experience in Infrastructure Project.	Two

The Intended Completion Date for the whole of the Works is 15 Months including monsoon with the following milestones [17, 26]

Mile Stone	Period from the date of issue of Notice to proceed with the work	Financial Progress of the Work (%) against contract amount	Physical works to be completed
Mile Stone- 1	6 Months	30	Complete of, one km length of Bituminous road with BC, RCC work– 9000 cum, 10 km length of utility duct including drain.
Mile Stone- 2	9 Months	55	Complete of, two km length of Bituminous road with BC, RCC work– 15000 cum, 15 km length of utility duct including drain, 6 km length of water line & 3 km length of sewer line.
Mile Stone- 3	12 Months	80	Complete of, three km length of Bituminous road with BC, RCC work– 20000 cum, 27 km length of utility duct

			including drain,9 km length of water line,& 4 km length of sewer line.
Mile Stone- 4	15 Months	100	Completing entire work & Finishing of contract

The Site Possession date is: On acceptance of LOA, the Contractor deemed to have taken the possession of the site. [21]

“The Site is located at Adjacent to Kempegowda International Airport at Devanahalli Bengaluru and is defined in drawings as uploaded in e-portal [1.1].

The Defects Liability starts from the next day of issue of completion certificate for a period of one year. [31].

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to Property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party ²	As Applicable
	(b) for Contractor’s employees or labour	In accordance with the statutory requirements applicable to Karnataka

PRICE ADJUSTMENT CONDITIONS; Applicable as per Government Order No: 791 Exp-12/2015, Bangalore, dated 26.02.2016 [40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract.
Quarter for base price index for all the component means: Three consecutive calendar months preceding the calendar month of opening the Tenders

ADJUSTMENT FOR CEMENT COMPONENT

- (i) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$$V_c = 0.85 \times P_c / 100 \times R \times (C_i - C_o) / C_o, \text{ Where,}$$

V_c = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;

C_o = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;

C_i = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_c = Percentage of cement component of the work

ADJUSTMENT FOR STEEL COMPONENT:

- (ii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o \text{ where,}$$

V_s = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_o = The all India average wholesale price index for steel (TMT-TOR) for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (TMT-TOR) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi

P_s = Percentage of steel component of the work

Note: For the application of this clause, index of TMT-TOR has been chosen to represent steel group.

ADJUSTMENT OF BITUMEN COMPONENT:

- (iii) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B / 100 \times R \times (B_i - B_o) / B_o, \text{ Where}$$

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at nearest location of site on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot nearest location of site for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

ADJUSTMENT FOR LABOUR COMPONENT:

- (iv) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o \text{ Where,}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index for industrial workers for Bengaluru Centre for the quarter means Three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

L_i = The average consumer price index for industrial workers for Bengaluru Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

P_L = Percentage of labour component of the work

ADJUSTMENT OF FUEL AND LUBRICANT COMPONENT:

- (v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F / 100 \times R \times (F_i - F_o) / F_o, \text{ Where,}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump nearest to site on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at IOC at nearest to site for the 15th day of the middle calendar month of the quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this Clause the price of HSD has been chosen to represent the Fuel and Lubricant Group.

ADJUSTMENT FOR PLANT AND MACHINERY SPARES COMPONENT:

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o, \text{ Where}$$

V_p = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_p = Percentage of Plant and Machinery Spares component of the work.

Note: For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares Group.

ADJUSTMENT FOR OTHER MATERIALS.:

- (vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants, procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_M / 100 \times R \times (M_i - M_o) / M_o, \text{ Where}$$

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.

M_o = The all India average wholesale price index for all commodities for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

Note: For application of this clause, index of all commodities has been chosen to represent the Other materials..

The following percentages will govern the price adjustment for the entire contract

1. Labour – P_L	25.0%
2. Cement – P_C	7.2%
3. Steel – P_S	13.8 %
4. Bitumen – P_B	3.2 %
5. Fuel and Lubricants – P_F	8.0 %
6. Plant and Machinery Spares – P_p	20.0%
7. Other materials – P_M	<u>22.8%</u>
TOTAL	100 %

**Any discount in procurement of Bitumen, Fuel and Lubricant shall be to Client's account. Contractor shall have to submit copy of Invoices towards procurement of both Fuel & Lubricant duly signed by Engineer – In charge of Site and Client

LIQUIDATED DAMAGES

[41]

The liquidated damages for the whole of the works are Rs .5, 00, 000/- per day and that for the milestones are as under:

Sl.No.	Milestone dates	Liquidated Damages
1	For Milestone 1	INR 5, 00, 000/- per day
2	For Milestone 2	INR 5, 00, 000/- per day
3	For Milestone 3	INR 5, 00, 000/- per day
4	For Milestone 4	INR 5, 00, 000/- per day

The maximum amount of liquidated damages for the whole of the works is ten percent (10%) of final contract price.

The amounts of the advance payment are: Deleted [42]

The date by which “as-built” drawings (in scale as directed) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is Rs.20.00 Lakh [48]

The following events shall also be fundamental breach of the contract: [49.2]

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

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be as per the actual at their cost and risks. [50.1]

SECTION 7: TECHNICAL SPECIFICATIONS

Attached

SECTION 8: DRAWINGS

Attached

- 1. Tender Drawings for Infrastructure Works.**

SECTION 9: BILL OF QUANTITIES

ATTACHED

Note:

- (1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
- (2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
- (3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10:

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] _____ 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 Contractor 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 Contractor 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 Maintenance Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] for the Development of "Bengaluru Signature Business Park" adjacent to Kempegowda International Airport at Devenahalli, Bengaluru. (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of having our registered office at _____ (hereinafter called "the Bank") are bound unto Karnataka State Industrial & Infrastructure Development Corporation Limited (KSIIDC) (hereinafter called "the Employer") in the sum of Rs. _____ (Rupees _____) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2019.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

or

- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price;

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

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]