

**KARNATAKA STATE POLLUTION CONTROL BOARD, BENGALURU**



**BID DOCUMENT FOR**

**FOR**

**ANNUAL MAINTENANCE OF GARDENS KSPCB AT HEAD OFFICE PARISARA BHAVANA,  
REGIONAL OFFICE NISARGA BHAVANA, URBAN ECO PARK, PEENYA, BENGALURU AND  
REGIONAL OFFICE RAMANAGARA. (1 YEAR)**

**Tender invited through e-procurement portal**

**INVITED BY**

CHIEF ENVIRONMENTAL OFFICER -2  
KSPCB, NO. 49,  
PARISARA BHAVAN,  
CHURCH STREET, BENGALURU – 560 001.

**Abstract of Tender**

Abstract of Tender		
1.	<b>Name of the Project:</b>	ANNUAL MAINTENANCE OF GARDENS KSPCB AT HEAD OFFICE PARISARA BHAVANA, REGIONAL OFFICE NISARGA BHAVANA, URBAN ECO PARK, PEENYA, BENGALURU AND REGIONAL OFFICE RAMANAGARA. (1 YEAR)
2.	<b>Name &amp; Scope of the Work:</b>	ANNUAL MAINTENANCE OF GARDENS KSPCB AT HEAD OFFICE PARISARA BHAVANA, REGIONAL OFFICE NISARGA BHAVANA, URBAN ECO PARK, PEENYA, BENGALURU AND REGIONAL OFFICE RAMANAGARA. (1 YEAR)
3.	<b>Sanctioning Agency:</b>	The Member Secretary, Karnataka State Pollution Control Board No.49, Parisara Bhavan, Church Street, Bengaluru - 560 001.
4.	<b>The Employer:</b>	The Member Secretary, Karnataka State Pollution Control Board No.49, Parisara Bhavan, Church Street, Bengaluru - 560 001.
5.	<b>a) Last Date and Time for submission of Technical and Financial Bid:</b>  <b>b) Date and Time opening of Technical and Financial Bid:</b>	 . . 2026. upto 16.30 Hrs. . . 2026. at 17.00 Hrs.
6.	<b>Period of Tender Validity:</b>	90 (Ninety) days.
7.	<b>Earnest Money Deposit (EMD):</b>	Rs. 57,400/- Payment should be made through e- payment.
8.	<b>Period Within Which Formal Agreement Shall be Executed After Notification by the Employer:</b>	Within 10 days from the date of issue of the Letter of Acceptance.
9.	<b>Contract Period:</b> (Appendix to Tender)	1 year
10.	<b>Amount of Liquidated Damages for Delay in Completing Works:</b> (Appendix to Tender)	0.5 % to 10% of the contract price depending on the default by the Contractor/Agency.
11.	<b>Deduction of Advance Income Tax and Advance Works Tax:</b> (Appendix to Tender)	As per the prevailing tax rules of the Government of India and the Government of the State of Karnataka

TENDERERS can participate through e-procurement portal for the following works from the registered Authorized dealers/Agencies.

- a) Last Date for submission of tender form is: . . .2026 Up to 16.30 Hrs
- b) Opening of Technical and Financial Bid : . . .2026 at 17.00 Hrs

**CONDITIONS:**

1. The Member Secretary, KSPCB, Bengaluru -560001 reserves the right to accept or reject any or all the tenders without assigning any reasons thereon.
2. The tools/materials/ machineries available with the contractor/Agency either owned or hired required for the work.
3. All the materials required for contract, necessary quality certificate shall be obtained before using them on work from the competent authority. The quality auditing of works will be undertaken by the third party.
4. The rate shall be quoted both in words and figures. In case of different rates, the lowest of the rate will be considered.
5. Any details/ information regarding the above works can be obtained from the Building Section on all working days during office hours.

**CHIEF ENVIRONMENTAL OFFICER - 2**

# APPENDIX TO FORM TO TENDER

Tenderers are being called by M/s. Karnataka State Pollution Control Board, 5<sup>th</sup> floor, Parisara Bhavan, Church Street, BENGALURU – 560 001.

- |                                |   |                                                                                                                                                                           |
|--------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1) EMD                         | : | Rs.57,400/-                                                                                                                                                               |
| 2) Security Deposit            | : | 5% of the Contract price                                                                                                                                                  |
| 3) Refund Security Deposit     | : | Will be released after successful completion of 12 months defect liability / guarantee period as mentioned in the tender. The retention money will not bear any interest. |
| 5) Time allowed for completion | : | 12 months from the issue of work order.                                                                                                                                   |
| 6) Last Date for submission    | : | . .2026 upto 16.30 Hrs                                                                                                                                                    |
| 7) Opening of tender on        | : | . .2026 at 17.00 PM Hrs                                                                                                                                                   |

## Particulars of Tender

- |                                  |   |                                                                                                                                                                                  |
|----------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Tender/Contract No.           | : | PCB/85/BLD/2025-26                                                                                                                                                               |
| 2. Name of the Project           | : | Annual maintenance of gardens KSPCB at head office Parisara Bhavana, regional office Nisarga Bhavana, Urban Eco Park, Peenya, Bengaluru and regional office Ramanagara. (1 year) |
| 3. Name & Scope of the Work      | : | Annual maintenance of gardens KSPCB at head office Parisara Bhavana, regional office Nisarga Bhavana, Urban Eco Park, Peenya, Bengaluru and regional office Ramanagara. (1 year) |
| 4. EMD                           | : | <b>Rs.57,400/-</b> may be paid through e-payment mode                                                                                                                            |
| 5. Cost of Tender Document       | : | The cost of bid document shall be paid through e-payment.                                                                                                                        |
| 6. Last date for receipt of Bids | : | . . <b>2026 up to 16.30 Hrs.</b>                                                                                                                                                 |

## NOTE:-

1. The incomplete bids will not be considered for acceptance.
2. The rights to accept/reject any or all the bids rests with the Member Secretary, Bengaluru.

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## SECTION 1: INVITATION FOR TENDERS (IFT)

Date:

IFT No.:

1. The Chief Environmental Officer -2, Karnataka State Pollution Control Board, No.49, Parisara Bhavan, Church Street, Bengaluru invites tenders from eligible tenderers, for the works detailed in the table below. The tenderers may submit tenders for the work given in the Table. ***The Tenderers 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 downloaded from the e-procurement portal of the Government of Karnataka <http://kppp.karnataka.gov.in> for a non-refundable fee as indicated in the Table below.

Tender documents may be downloaded from Government of Karnataka e-Procurement website <https://kppp.karnataka.gov.in/eportal/index.seam> under login for Contractor/Agency:

After login to contractor/Agency, please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractor/Agency who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if contractor/Agency wish to participate.

3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. 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 i.e. **(135 Days)**.

4. Tenders must be submitted on line through e-Procurement on or before date and time as mentioned in E-portal and Tenders will be opened on the date as per E- portal, in the presence of the Tenderers who wish to attend. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be received and opened on the next working day at the same time and venue.

5. Other details can be seen in the tender documents.

**TABLE**

<u>Package No</u>	<u>Name of work</u>	<u>Approximate value of work (Rs in lakhs)</u>	<u>Earnest Money Deposit (Rs.)</u>	<u>Cost of document (Rs.)</u>	<u>Period of completion</u>
1	2	3	4	5	6
1	Annual maintenance of gardens KSPCB at head office Parisara Bhavana, regional office Nisarga Bhavana, Urban Eco Park, Peenya, Bengaluru and regional office Ramanagara. (1 year)	<b>28.68</b>	<b>57,400/-</b>	<b>As per e-portal</b>	<b>1 Year (Including rainy season)</b>

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## **SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)**

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## A. General

### 1. Scope of Tender

- 1.1 The Chief Environmental Officer -2, Karnataka State Pollution Control Board, No.49, Parisara Bhavan, Church Street, Bengaluru, invites tenders from eligible tenderers, for the works detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT. The Employer is the Member Secretary Karnataka State Pollution Control Board in these documents.

### 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

### 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: Form of Tender and Qualification information.
- 3.2 To qualify for award of this contract, each tenderer in its name should have in the last five years i.e 2020-21 to 2024-25.
- a) achieved in at least two financial years an average annual financial turnover of **Rs.28.68 Lakhs**.
  - b) Satisfactory completion as prime contractor/agency at least one similar garden maintenance works to an extent of 50% of the cost of the work i.e **Rs.14.34 Lakhs**.
  - c) The bidders shall submit the details of work done certificate issued for similar Garden maintenance works executed by them for 10 years in Government organization (State or central)/MNC/Public sector on date of submission of bids. (Note- Work done certificate should be issued by not below the rank of Executive Engineer).
  - d) Tenderers should be accompanied by copies of Registration certificates under Income Tax, PAN & GST for the year 2023-24 ,2024-25 and 2025-26 details to be produced.
  - e) The Tenderer should possess Labor department registration details to be furnished. The tenderer /Agency/ Company shall have a valid registration proprietorship firm or Private Limited Company. Furnish the copy of certificate incorporation (Company Registration).
  - f) The Tenderer should possess valid EPF and ESI Registration Certificate and details to be furnished.
  - g) The Tenderer should have filed income tax Returns and Balance Sheet/Turnover for the last Five (5) years and the same shall be uploaded. From 2021-22 to 2025-26.
- 3.2 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
  - participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

## B. Tender documents

### 4. Content of Tender documents

- 4.1 The set of tender documents shall have all the Sections given in Page 5:



- 4.2 Both the sets should be completed and returned/uploaded with the tender.

## 5. Amendment of Tender documents

- 5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
- 5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in e-procurement portal only.
- 5.3 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 12.2 below.

## C. Preparation of Tenders

### 6. Documents comprising the Tender

- 6.1 The tender submitted by the Tenderer shall comprise the following:
- (a) The Tender (in the format indicated in Section 3).
  - (b) Earnest Money Deposit;
  - (c) Priced Bill of Quantities;
  - (d) Qualification Information Form and Documents;
- and any other materials required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under Sections 3, 5 and 8 shall be filled in without exception.**

### 7. Tender prices

- 7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 7.2 The Tenderer shall fill in rates and prices and line item total (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.**
- 7.3 All duties, taxes, and other levies payable by the contractor/Agency under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. GST will be paid separately.
- 7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

### 8. Tender validity

- 8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the tenderers to 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 9 in all respects.

### 9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. The supplier/contractor/Agency can pay the Earnest Money Deposit

(EMD) in the e-Procurement portal using any of the following payment modes:

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

OTC payment procedure:

If a contractor/Agency/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site ([www.kppp.karnataka.gov.in](http://www.kppp.karnataka.gov.in)), the contractor/Agency/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor/Agency can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor/Agency is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor/Agency in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/Agency/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/Agency/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor/Agency has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractor/Agencys' bank account to GoK's bank account. The contractor/Agency should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor/Agency's bank transfers/wires the money after the last date for bid submission, the contractor/Agency's bid will be liable for rejection. Upon executing the transfer, the contractor/Agency's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor/Agency in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor/Agency'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 Axis Bank

EMD amount will have to be submitted by the supplier/contractor/Agency taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt's central pooling account at Axis Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction

For details on e-Payment services refer to e-procurement portal

- 9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

- 9.4 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 8.1.
- 9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 9.6 The earnest money deposit may be forfeited:
- (a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
  - (b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; 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

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

The Tenderer shall submit the bid electronically before the submission date and time published in e-procurement portal

### **D. Submission of Tenders**

#### **11. Sealing and marking of tenders (Submission of tenders)**

The Tenderer shall submit the bid electronically before the submission date and time published in e-procurement portal

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

- 12.1 Tenders must be submitted online through e-procurement portal to the employer on or before as per e-procurement portal
- 12.2 The employer may extend the deadline for submission of tenders by issuing an amendment in accordance with clause 5 in which case all rights and obligations of the employer and the tenderer previously subject to the original deadline will then be subject to the new deadline.

#### **13. Late Tenders**

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

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

- 14.1 Tenderers may modify and correct or upload any relevant document in the portal till bid submission date and time as published in the e-procurement portal

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

#### **15. Opening of First cover of all tenders and evaluation to determine qualified tenderers:**

- 15.1 The concerned officer will open all the Tenders received including in the presence of the Tenderers or their representatives who choose to attend on the date and the place as per e-procurement portal specified in Clause 12. In the event of the specified date of Tender opening being declared a holiday for the concerned officer, the Tenders will be opened at the appointed time and location on the next working day.
- 15.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submissions therein read out in appropriate detail. **( This clause is not applicable. Please refer e-portal )**
- 15.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13. Tenders [and modifications] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers. **( This clause is not applicable. Please refer e-portal )**
- 15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3. **( This clause is not applicable. Please refer e-**

**portal )**

- 15.5 The concerned officer 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.
- **Opening of Second cover of qualified tenderers and evaluation: Procedures will be followed as per the E- procurement guidelines.**
- 15.6 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 the Second Covers of Qualified Tenderers at the appointed time and date 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. **(This clause is not applicable. Please refer e-portal )**
- 15.7 Envelopes marked "MODIFICATION FOR SECOND COVER" shall be opened and the submissions There in read out in appropriate detail. **(This clause is not applicable. Please refer e-portal )**
- 15.8 The Tenderers' names, the Tender prices, the total amount of each 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. No Tender shall be rejected at Tender opening.
- 15.9 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.8. **( This clause is not applicable. Please refer e-portal )**

**16. Process to be confidential**

- 16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to 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.

**17. Clarification of Tenders**

- 17.1 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 breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.
- 17.2 Subject to sub-clause 17.1, 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.
- 17.3 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.

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

- 18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.
- 18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the 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.
- 18.3 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.

## **19. Correction of errors**

- 19.1 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.
- 19.2 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 9.6 (b).

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

- 20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.
- 20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) making any correction for errors pursuant to Clause 19; and
  - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.
- 20.3 The 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.

## **F. Award of Contract**

### **21. Award criteria**

- 21.1 Subject to Clause 23, 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.

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

- 22.1 Notwithstanding Clause 21, 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.

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

- 23.1 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 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/Agency in consideration of the execution, completion, and maintenance of the Works by the Contractor/Agency as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.
- 23.3 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.
- 23.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

## 24. Security deposit

- 24.1 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 \:
- Banker's cheque/Demand draft, /Pay Order in favour of -The Member Secretary, Karnataka State Pollution Control Board, No.49, Parisara Bhavan, Church Street, Bengaluru, payable at Bengaluru or
  - A bank guarantee in the form given in Section 10; or
  - Specified Small Savings Instruments pledged to- The Member Secretary, Karnataka State Pollution Control Board, No.49, Parisara Bhavan, Church Street, Bengaluru,
- 24.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.
- 24.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor/Agency.
- 24.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.
- 24.5 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 24 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

## 25. Corrupt or Fraudulent practices

- 25.1 The GOK requires that the Tenderers/Suppliers/Contractor/Agencys, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :
- (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.
- 25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

### SECTION 3: FORMS OF TENDER, AND QUALIFICATION INFORMATION

#### TABLE OF FORMS:

- FORM OF TENDER
- QUALIFICATION INFORMATION
- LETTER OF ACCEPTANCE
- NOTICE TO PROCEED WITH THE WORK
- AGREEMENT FORM

#### Form of Tender

Description of the 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 \_\_\_\_\_

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.

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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### **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

I) works executed and payments received in the last five years  
 (in Rs. Lakhs) (Certificate enclosed should be obtained from Chartered accountant)

2021-22 \_\_\_\_\_  
 2022-23 \_\_\_\_\_  
 2023-24 \_\_\_\_\_  
 2024-25 \_\_\_\_\_  
 2025 - 26 \_\_\_\_\_

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

Project Name work	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work	Specified period of completion order	Actual date of completion	Remarks explaining reasons for delay in completion of
1	2	3	4	5	6	7	8	9

- 1.4 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)

(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)

- 1.5 Construction equipment owned by the tenderer and equipment proposed to be deployed on this contract, if awarded;
- 1.6 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;
- 1.7 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.
- 1.8. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

**Letter of Acceptance**

(letterhead paper of the Employer)

To: \_\_\_\_\_

Dear Sirs,

This is to notify you that your Tender dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Contract Price of Rupees ———, 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, in the form detailed in Para 24.1 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 24.3 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**

To \_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of \_\_\_\_\_ 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,

**Agreement Form**

**Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
between \_\_\_\_\_

\_\_\_\_\_ of the one part and \_\_\_\_\_

\_\_\_\_\_ of the other part.

Whereas the Employer is desirous that the Contractor/Agency execute \_\_\_\_\_

\_\_\_\_\_ and the Employer  
has accepted the Tender by the Contractor/Agency 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/Agency as hereinafter mentioned, the Contractor/Agency 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/Agency 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/Agency'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.

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/Agency \_\_\_\_\_

## SECTION 4: 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 34 hereunder.

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

The **Contract** is the contract between the Employer and the Contractor/Agency to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

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

The **Contractor/Agency** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor/Agency's Tender** is the completed Tender document submitted by the Contractor/Agency 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/Agency to carry out the Works.

**Equipment** is the Contractor/Agency'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/Agency 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.

**Materials** are all supplies, including consumables, used by the contractor/Agency 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/Agency shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

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

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

The **Works** are what the Contract requires the Contractor/Agency 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/Agency'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/Agency.

## **5. Delegation**

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

## **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 (This Clause is deleted)**

7.1 The Contractor/Agency may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor/Agency's obligations.

## **8. Other Contractor/Agencies**

8.1 The Contractor/Agency shall cooperate and share the Site with other contractor/Agencies, public authorities, utilities, and the Employer.

## **9. Personnel**

9.1 The Contractor/Agency shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor/Agency to remove a person who is a member of the Contractor/Agency's staff or his work force stating the reasons, the Contractor/Agency 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/Agency's risks**

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

## **11. Employer's risks**

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

**12. Contractor/Agency'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/Agency.

**13. Queries about the Contract Data**

- 13.1 The Employer will clarify queries on the Contract Data.

**14. Contractor/Agency to construct the Works**

- 14.1 The Contractor/Agency shall construct the Works in accordance with the Specification and Drawings.

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

- 15.1 The Contractor/Agency may commence execution of the Works on the Start Date and complete them by the Intended Completion Date.

**16. Safety**

- 16.1 The Contractor/Agency shall be responsible for the safety of all activities on the Site.

**17. Discoveries**

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

**18. Possession of the Site**

- 18.1 The Employer shall give possession of all parts of the Site to the Contractor/Agency. 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.

**19. Access to the Site**

- 19.1 The Contractor/Agency 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.

**20. Instructions**

- 20.1 The Contractor/Agency shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.
- 20.2 The bidder is advised to visit and examine the work place and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a Contract. The costs of visiting the site shall be at the bidder's own expense.
- 20.3 The bidder and any of his personnel or agents will be granted permission by the employer to enter upon his premises for the purpose of such inspection but only upon the express condition that the bidder, his personnel and agents, will release and indemnify the Employer and his personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

**B. Time Control**

**21. Program**

- 21.1 Within the time stated in the Contract Data the Contractor/Agency shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 21.2 The Employer's approval of the Program shall not alter the Contractor/Agency's obligations. The Contractor/Agency 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.

## **22. Extension of the Intended Completion Date**

- 22.1 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.
- 22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor/Agency asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

## **23. Delays ordered by the Employer**

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

## **24. Management meetings**

- 24.1 The Employer may require the Contractor/Agency to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.
- 24.2 The responsibility of the parties for actions to be taken is to be decided by the 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**

## **25. Identifying defects**

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

## **26. Tests- NA**

- 26.1 If the Employer instructs the Contractor/Agency 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/Agency shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

## **27. Correction of defects**

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

## **28. Uncorrected defects**

- 28.1 If the Contractor/Agency 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/Agency will pay this amount.

# **D. Cost Control**

## **29. Bill of Quantities (BOQ)**

- 29.1 The BOQ shall contain items for work to be done by the Contractor/Agency.
- 29.2 The BOQ is used to calculate the Contract Price. The Contractor/Agency is paid for the quantity of the work done at the rate in the BOQ for each item

## **30. Variations-**

- 30.1 The Employer shall have power to order the Contractor/Agency to do any or all of the following as considered necessary or advisable during the progress of the work by him
- (a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
  - (b) Omit any item of work;
  - (c) Change the character or quality or kind of any item of work;
  - (d) Change the levels, lines, positions and dimensions of any part of the work;
  - (e) Execute additional items of work of any kind necessary for the completion of the works; and
  - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 30.2 The Contractor/Agency 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.
- 30.3 Variations shall not be made by the Contractor/Agency 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.
- 30.4 The Contractor/Agency shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

### **31. Payments for Variations**

- 31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor/Agency.
- 31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor/Agency shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor/Agency shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 31.5 If the Contractor/Agency'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/Agency's costs.
- 31.6 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.
- 31.7 Under no circumstances the Contractor/Agency shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

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

- 32.1 The Contractor/Agency shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
- 32.2 The Employer shall check the Contractor/Agency'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.
- 32.3 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.

### **33. Payments**

- 33.1 Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor/Agency the within 60 days of submission of bill. The contractor/Agency shall be liable to pay liquidated damages to shortfall in progress. For progress beyond the agreed programme, payment is subject to availability of grants.

- 33.2 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.

#### **34. Compensation events-- NA**

- 34.1 The following are Compensation events unless they are caused by the Contractor/Agency:
- (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.-NA
  - (c) The Employer instructs the Contractor/Agency 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/Agency 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.
- 34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The 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.
- 34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor/Agency's forecast cost has been provided by the Contractor/Agency, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor/Agency'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/Agency will react competently and promptly to the event.
- 34.4 The Contractor/Agency shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor/Agency not having given early warning or not having cooperated with the Employer.

#### **35. Tax**

- 35.1 The rates quoted by the Contractor/Agency shall be deemed to be inclusive of the sales and other taxes that the Contractor/Agency 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.

#### **36. Liquidated damages**

- 36.1 The Contractor/Agency 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. 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/Agency. Payment of liquidated damages does not affect the Contractor/Agency's liabilities.
- 36.2 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/Agency by adjusting the next payment of bill.

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

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

### **E. Finishing the Contract**

#### **38. Completion**

- 38.1 The Contractor/Agency 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.

#### **39. Taking over**



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

#### **40. Final account**

- 40.1 The Contractor/Agency shall supply to the Employer a detailed account of the total amount that the Contractor/Agency 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/Agency within 90 days of receiving the Contractor/Agency'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/Agency and make payment within 60 days of receiving the Contractor/Agency's revised account.

#### **41. As built drawings- Not applicable**

- 41.1 If "as built" Drawings are required, the Contractor/Agency shall supply them by the dates stated in the Contract Data.
- 41.2 If the Contractor/Agency 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/Agency.

#### **42. Termination**

- 42.1 The Employer or the Contractor/Agency may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 42.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- (a) the Contractor/Agency 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 Contractor/Agency becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor/Agency fails to correct it within a reasonable period of time determined by the Employer;
  - (d) the Contractor/Agency does not maintain a security which is required;
  - (e) the Contractor/Agency 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
  - (f) if the Contractor/Agency, 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 any thing 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."
- 42.3 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 42.2 above, the Employer shall decide whether the breach is fundamental or not.
- 42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 42.5 If the Contract is terminated the Contractor/Agency shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

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

- 43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor/Agency, 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/Agency the difference shall be a debt payable to the Employer.

- 43.2 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/Agency's personnel employed solely on the Works, and the Contractor/Agency's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**44. Property**

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

**45. Release from performance**

- 45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor/Agency the Employer shall certify that the Contract has been frustrated. The Contractor/Agency 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. Labor :**

The Contractor/Agency 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/Agency 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 labor from time to time employed by the Contractor/Agency on the Site and such other information as the Employer may require.

**2. Compliance with labor regulations :**

During continuance of the contract, the Contractor/Agency and his sub contractor/Agencys 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/Agency 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/Agency, Employer shall have the right to deduct any money due to the Contractor/Agency including his amount of security deposit. The Employer shall also have right to recover from the Contractor/Agency any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

**3. Protection of Environment:**

The contractor/Agency 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/Agency and his sub-contractor/Agencys 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. ELIGIBLE MATERIALS, EQUIPMENT AND SERVICES**

- 4.1 The materials, equipment, and services to be supplied under the contract shall have their origin in India and all expenditures made under the contract will be limited to such materials, equipment, and services. At the Employer's request the bidder having offered the lowest evaluated bid may be required to provide evidence of the origin of materials, equipment, and services satisfactory to the Employer.
- 4.2 For purposes of Clause 4.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## 5. SOURCE OF FUNDS

- 5.1 Proposed to take up the above work under Head of Account (3212) Building maintenance and its premises for the year 2025-26.

### SECTION 5: CONTRACT DATA

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

The following documents are also part of the Contract:

The Employer is :

Name: The Member Secretary, Karnataka State Pollution Control Board,

Address: No 49, Chruch street, Bangalore

Name of authorized Representative: **Assistant Executive Engineer,  
Buildings , KSPCB, Bangalore**

The name and identification number of the Contract is

Name : Annual maintenance of gardens KSPCB at head office Parisara Bhavana, regional office Nisarga Bhavana, Urban Eco Park, Peenya, Bengaluru and regional office Ramanagara. (1 year)

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

The Intended Completion Date for the whole of the Works is 1 Year

The following documents also form part of the Contract:

Conditions of Contract, Letter of Acceptance,  
Schedule -B, Drawings and all other documents as per the Bid Document.

The Site Possession Date "shall be intimated at a later date"

The Site is located at head office Parisara Bhavana, regional office Nisarga Bhavana, Urban Eco Park, Peenya, Bengaluru and regional office Ramanagara.

The Defects Liability Period is **N/A**

The liquidated damages for the whole of the works will be 0.5 % to 10% of the contract price depending on the default by the Contractor/Agency.

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

The date by which "as-built" drawings **N/A**

The amount to be withheld for failing to supply "as built" drawings **N/A**

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

The contractor/Agency 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 30 percent.

#### SECTION 6: SPECIFICATIONS

**As Furnished in Bill of Quantities, Detailed specifications as per BIS and IS codes of Practice.**

#### SECTION 7: DRAWINGS

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#### SECTION 8: BILL OF QUANTITIES ( [Please refer e-portal](#) )

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (Rs)		Amount (Rs)
				In figures	In words	
<b>Total Tender Price (in figures)</b>						
<b>(in words)</b>						

**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 7.2 and CC Clause 33.2).
- (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. [ITB Clause 19.1(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 [ITB Clause 19.1 (b)]

#### SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (hereinafter called "the Contractor/Agency") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor/Agency 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/Agency such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor/Agency, up to a total of Rs. \_\_\_\_\_ Rupees \_\_\_\_\_ and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ 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/Agency 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/Agency shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

KARNATAKA STATE POLLUTION CONTROL BOARD,  
5<sup>th</sup> floor, Parisara Bhavan, Church Street,  
Bengaluru - 560001  
PROFORMA

PART I – BASIC INFORMATION (To be filled by the bidder)

1	Name of the Organization / firm and address of Registered Office.	
2	Address of office through which the proposed work will be handled and provide name and designation of the dealing official.	
3	Telephone Nos. a) Head office. b) Local office.	
4	Fax No.	
5	Email ID:	
6	Type of the Organization (Please tick the relevant category):	1) Public limited 2) Private Limited. 3) Proprietary. 4) Any other (Please identify)
	Experience in the field of AMC Housekeeping works (specify no. of years).	
8.	Names of Directors / Partners / Proprietor.	

9..	Name of person holding the Power of Attorney (copy of the Power of Attorney to be enclosed).	
10.	<p>Yearly turnover of the organization during the preceding last 5 years.</p> <p>1. 2020 -21</p> <p>2. 2021- 22</p> <p>3. 2022 – 23</p> <p>4. 2023 – 24</p> <p>5. 2024 - 25</p> <p>(Please enclose copies of audited balance sheets for the above years).</p>	
11.	Whether the applicant has license / registration / certificate issued by relevant competent authorities such as Govt. Agencies (copies to be enclosed).	
12.	<p>Whether the applicant is in possession of PAN no. (Give details). or not .</p> <p>Enclose copy of the latest Income – Tax return details</p>	
13.	Whether the applicant is in possession of TAN no.	
14.	Whether the applicant or any of his partners have been black listed or removed from the list of contractor/Agencys or demoted to lower class or orders passed banning / suspending business by any department / company in the past.	
15	Whether any civil suit /litigation / arbitration arisen in the contract executed during last 10 years / being executed now. (If yes, please furnish the complete details).	
16	Details of staff strength to be enclosed.	
17	List of works executed in the past 3 years.	
18	Work completion Certification for having executed works costing not less than 3 Lakhs/Annum value to be enclosed.	

**Seal & Signature of Tenderer**

Date:

Place:

**GENERAL CONDITION FOR ELIGIBLE TENDERERS :**

1. There shall not be any case or charge under investigation/enquiry/trial against the Tenderer or convicted in a Court of Law or suspended/blacklisted by any organization on any grounds.
2. KSPCB reserves the right to use in-house information for assessment of capability of Tenderer. The decision of KSPCB regarding the tender will be final and binding.
3. If the performance of the tenderer is/has been found to be unsatisfactory for any reason, whatsoever, in any organization including KSPCB, then KSPCB reserves the right to reject the tenders submitted by such tenderer at any point of time.
4. Tender forms can be downloaded from the website [www.kppp.karnataka.gov.in](http://www.kppp.karnataka.gov.in).
5. Tenderers are advised to visit the site during the office hours 10.00 am to 5.30 P.M to understand the nature and scope of the work. The tenderers may contact Mr.Dinesh (Procurement), for clarification.
6. KSPCB will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
7. Corrigendum/Addendum/Modification/Corrections, if any, will be published on e-procurement portal only i.e. <http://www.kppp.karnataka.gov.in>
8. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
9. KSPCB shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.
10. KSPCB reserves the right to reject any or all the tenders received without assigning any reason.
11. The Tenderers are responsible for employee insurance including medical coverage. KSPCB has no liability in this connection.
12. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka,/any State Govt/Central Govt.
13. The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-Procurement portal due to internet connectivity issues and technical glitches.
14. EMD Payments through e -Payment mode shall be made as one single transaction and payments made in part are liable for rejection.
15. Past track record of the bidder in KSPCB will be considered for evaluation. If the performance of the bidder in respect of works awarded earlier is not satisfactory such bidders will be disqualified.
16. Any agency/ contractor/Agency who quote less than the minimum prevailing wages or as per the payment of minimum wages act issued by the Labor department will be liable for Dis-qualification.
17. Other terms and conditions as per Tender Document.

18. The minimum academic qualification of the persons engaged for shift and maintenance duties shall be as per the contract conditions.
19. The wages paid to the gardener by the contract agency shall not be less than the minimum wages prescribed by Govt. of Karnataka time to time.
20. Minimum wages as per Labour Department norms & Part of ESI /PF etc., If any increase/Decrease in statutory levis will be borne by the Board.
- a) All provisions related as per the Acts noted below shall be provided to the employees by the Agency only and Agency shall provide all related benefits under these following workmen's act related to Labour law.
  - i. Minimum Wages Act, 1948.
  - ii. Payment of Wages Act, 1936.
  - iii. Contract Labour (Regulation and Abolition) Act, 1970.
  - iv. Employees PF and Miscellaneous Provision Act, 1952.
  - v. Employees State Insurance Act, 1948.
  - vi. Workmen's Compensation Act
  - vii. Gratuity Act and related all Labourers Law and Rules pertaining to labourers.
  - viii. Providing benefits as per above Laws to its employees is the responsibility of the contract Agency itself.
21. For the successful bidder, the rate quoted by the bidder is only applicable and shall not be entitled for any other charges except, the minimum wages revised by the Govt. of Karnataka, time to time.
22. The Agency shall arrange to pay EPF, ESI, and GST in respect of the persons deployed in KSPCB directly to the respective Government/Central Government Departments. In relation to EPF of the employee's share and ESI be paid directly by Agency using their registered code. The concerned paid challans with applicable Certificates shall be furnished for verification to KSPCB along with the bills of succeeding month by Agency. Remittance of such amount is wholly the responsibility of the Agency. A copy of the receipt of EPF/ESI paid shall be given to the employees each month.
23. The successful agency, shall provide uniform, cleaning allowance, badges etc to its employees
24. In case of any accidents, injuries etc to the engaged personals, compensation shall be payable to the next kith and Kin by the contract agency only and KSPCB is not responsible in any way.
25. The KSPCB shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the agency. The KSPCB shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The agency shall not be entitled to any other allowances or benefits which are not included in the contract
26. Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing necessary supervisors. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.
27. It is mandatory that, the agency shall make the payment to its employees within 10<sup>th</sup> of the every month irrespective of payment received from KSPCB. It is the responsibility of the bidder to produce previous month's ESI, EPF contribution receipts and salary acquittance of the deployed staff along with the bill for payment. This shall be strictly adhered to, before making payment.
28. For any clarification please contact the office of issue or contact Ph: 25581383; 2589112.
29. Conditional tender liable for rejection.
30. During the celebration of Independence day and republic day varieties of potted flowering plants should be arranged at the flag post place of the head office Parisara Bhavana.
31. The contractor should be responsible for maintaining the Board garden including small repair works like, motors, pipe and other materials. Additionally at the UEP Peenya the contractor must arrange and operate 1.5 HP motor as required to transfer water from one sump to another.
32. The quoted Rates shall be of excluding GST and GST will be paid separately.

### **Garden Maintenance:**



#### 4. SCOPE OF WORK / SERVICE:

All tasks shall performed Monday to Sunday as per the direction KSPCB authorized representative

1. The contractor shall carry the maintenance of plantations/lawn daily neatly without any complaints.
2. Day to day watering for plantations/lawn.
3. Weeding should be done at regular intervals completely at Head Office, "Parisara Bhavan", Church Street, Bengaluru, Regional Office, "Nisaraga Bhavan", S.G.Halli, Bengaluru, Regional Office, Urban Eco Park, Peenya, Bengaluru And Regional Office, Ramanagara District, Area (7 Acres).
4. Pest control to done once in 4 weeks.
5. Moving of the lawn be done periodically (Moving machinery shall be procured by the Agency at his own cost).
6. Day to day cleaning such as removal of debris, stones, foliage, leaves, broken branches etc., in entire premises of Gardens at Head Office,"Parisara Bhavan", ChurchStreet, Bengaluru, Regional Office, "Nisaraga Bhavan", S.G.Halli, Bengaluru, Regional Office, Urban Eco Park, Peenya, Bengaluru And Regional Office, Ramanagara District (4 Acres). The office area (2 Acre) and remaining premises should be cleaned in alternate day.
7. Pruning shall be done as and when required as per officer in charge of works discretion.
8. Farmyard manure application for all vegetation bi-monthly and providing red soil whenever required.
9. Replacement dead/damaged attending the lawn/meadow.
10. Maintaining the overall aesthetics of the landscape and supervision of skilled labour involved in landscape activities and maintenance.
11. Earth warm manure, Neem cakes, cakes, caser cakes application once in 15 days.
12. Herbal oil, Natural oil spraying for all plants and lawn area addition to pesticides for pest and disease control once in 15 days.
13. Maintenance of Lawn or turfing of slopes (rough grassing) including ploughing, dressing including of breaking of clods, removal of rubbish, dressing, including spreading of required form yard manure etc. the work as per directions. The contractor shall have the following equipments; Implements accessories at their disposal available at site during the entire maintenance period.
  1. Pick axes.
  2. Spades.
  3. Crow bars,
  4. Gudhill.
  5. Can Baskets
  6. Iron Pan.
  7. Khurpis.
  8. Water cans
  9. Hose pipe.
  10. Adjustable water spray gun.
  11. Hard brooms.
  12. Garden Shear
  13. Sprayer-3 Ltrs,
  14. Lawn Cutter.
  15. Punning scissors,
  16. Rain Coats
  17. Secateurs.
  18. Pruning machine
14. Spreading of sludge farm yard manure whenever required or and good earth is required.
15. Grassing with doods grass including watering and maintenance

16. The Contractor shall employ only skilled gardeners during the entire maintenance period the attendance of is compulsory on a full time basis.

Skilled Gardeners -9 Nos.

17. Gardener shall have proper, clean uniform.
18. Gardner shall be presentable, hygienic and available at the site for inspection during working hours.
19. In case of necessity; shift duty shall be imposed anytime during maintenance period which the contractor shall not be paid any extra charges.
20. Proper man-power supervision, keeping log notes, appraising the Engineering in charge about maintenance activities on a regular basis are to be strictly followed.
21. Inclusive of attending Plumbing repair works (including plumbing items)
22. Inclusive of attending leakages in Pipe lines/Gate valves.
23. Arranging flexible pipes (Hose pipes) for watering plants.
24. Clearing and Restoring suction pipes in sump tanks.
25. Documents with due notarization is furnished.
26. Remaining 2 acres of jungle cleaning in Head Office, "Parisara Bhavan", Church Street, Bengaluru, Regional Office, "Nisaraga Bhavan", S.G.Halli, Bengaluru, Regional Office, Urban Eco Park, Peenya, Bengaluru and Regional Office, Ramanagara District.

#### **DURATION AND TERMINATION:**

1. This office reserves the right to terminate the 'Contract' without assigning any reason by giving one month notice to the contractor/Agency. The decision of the Chairman/ Member Secretary is final.
2. The contract will be initially for a period of one (1) year. Initially the contract is awarded for 3 months on trial basis, if the performance is found satisfactorily, the contract period may be extended up to 2 years. If the performance is not satisfactorily the contract may be terminated.
3. This maintenance contract shall be effective for a period of one year initially which may be renewed at the discretion of the Chairman/Member secretary KSPCB.
4. The Chairman/Member Secretary shall be entitled to unilaterally terminate the contract granted to the Contractor/Agency without assigning any reasons thereof by giving one month notice.
5. Notwithstanding the above, the KSPCB shall be entitled to terminate the contract forthwith in the event of contractor/Agency committing breach of any of the terms and conditions of the agreement. The decision of Chairman/Member secretary of the KSPCB that the contractor/ Agency has committed such breach shall be final and binding on the contractor/Agency.
6. The successful bidder should provide contract agreement document (1 Original + 1Copies) at their own cost as per requirement of KSPCB.

**INSURANCE:** All the works of the Contractor/Agency working for the maintenance work shall be covered under Insurance at the cost of the contractor/Agency and the details should be submitted

#### **Arbitration:**

All disputes and differences of any kind whatever arising out of or in connection with the contract to the carrying out of the works (whether during the progress of the works of after their completion and whether before or after the termination, abandonment or breach of the contract) shall be referred to and settled by the Board Representative who shall state his decision in writing. Such decisions may be in the final certificate or otherwise. The decision or the Board's representative with respect to any of the expected matters shall be final and

without appeal as stated in clause expected matters. But if either the Board or the contractor/Agency be dissatisfied with the decision of the Board representative on any to the withholding by the Board representative of any certificates to which the contractor/Agency may claim to be entitled, then and in any such case either party; (Board or the contractor/Agency) may within 28 days after receiving notice of such decision give a written notice to the other party through the Board Representative requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute and such dispute or difference of which such written notice has been given and no other issue shall be and is hereby referred to arbitration. The arbitration will be by a committee constituted by the Board. No reference to arbitration shall be opened or entered upon after the completion of the entire works except with the written consent of the Board and the Contractor/Agency. The venue of the arbitration proceedings in all matters arising out of this contract shall be in Bangalore.

The committee shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the expected matters referred to in the clause on expected matters and to determine all matters in dispute which shall be submitted to him and of which notice shall have been given as aforesaid.

The committee shall make its award within 4 (four) months or such extended period of the time as the committee would decide after entering on the reference Upon every or any such reference the cost of and incidental to the reference and award respectively shall be in the discretion of the committee who may determine the amount thereof, or direct the same to be taxed as between party and party and shall direct by whom and to whom and in what manner the same shall be borne within the meaning of the Indian Arbitration Act 1996, or any statutory modification agreed that the contractor/Agency shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all the diligence and shall until the decision of the committee is given, abide by the decision of the Board representative's instructions with regard also agree to the actual carrying out of the works The Board and the contractor/Agency hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

Sl No	Staff Location	No of staffs allocated
01	Parisara Bhavana, Bengaluru	01
02	Nisarga Bhavana, Bengaluru	01
03	Urban Eco Park, Peenya, Bengaluru	06
04	Regional Office, Ramanagara	01

#### BID FORM

To

The Member secretary  
KSPCB, No.49,  
Parisara Bhavan  
Church Street,  
Bangalore – 560001.

Sir,

I/ we have read and examined the following documents relating to the work of Annual Maintenance for Gardening works Parisara Bhavan”, Church Street, Bengaluru, Regional Office, “Nisaraga Bhavan”, S.G.Halli, Bengaluru, Regional Office, Urban Eco Park, Peenya, Bengaluru and Regional Office, Ramanagara District.

1. We have examined the Conditions of Contract, Specifications, Drawings, Bill of Quantities for the execution of the above named Works we, the undersigned, offer to execute and complete such Works and remedy and defects therein in conformity of the Conditions of Contract, Specifications, Drawings, Bill of Quantities and Addenda for the sum(s) of: Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said conditions.
2. We acknowledge that the Appendix forms part of our bid.
3. We undertake, if our bid is accepted to commence the Works as soon as is reasonably possible after receipt of Letter of Acceptance but in no event later than 15 days thereafter, and to complete the whole of the Works comprised in the contract within the time stated in the Appendix to Bid.
4. We agree to abide by the Bid for the period of 90 (Ninety) days from the date of opening of the bid, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We agree to treat the bid document, drawings and other records connected with the Works as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized by you or use the information in any manner prejudicial to the safety of the Works.
6. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We understand that you are not bound to accept the lowest or any tender you may receive.
8. I/ We Hereby further agree to pay all the charges of whatsoever nature in connection with the preparation , stamping and execution of the said contract.
9. I/We have inspected the site before filing this tender.
  - a) I/We offer for the work of Annual Maintenance for Gardening works Parisara Bhavan", Church Street, Bengaluru, Regional Office, "Nisaraga Bhavan", S.G.Halli, Bengaluru, Regional Office, Urban Eco Park, Peenya, Bengaluru and Regional Office, Ramanagara District at the above location as per terms and conditions stipulated by Board for a period of Twelve calendar months beginning from the start date as specified by the Board.
10. Signed all documents herewith enclosed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly  
authorized to sign bids for and on behalf of.

(In block capitals or typed)

Address:

Witness:

Address:

Occupation:

Name & Signature of the Agency/Firm

**MEMBER SECRETARY**