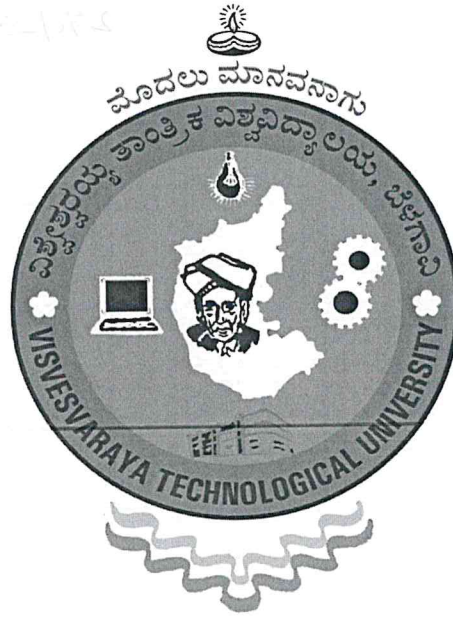


K/W-3

Visvesvaraya Technological University
"Jnana Sangama", Belagavi 590 018 (Karnataka)



Tender Document

Name of work: Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi. (3rd Call)

Visvesvaraya Technological University

"Jnana Sangama" Machhe Belagavi: 590 018

Tele: 0831-2405468 Fax: 0831-2405467

TENDERS FOR THE WORK OF

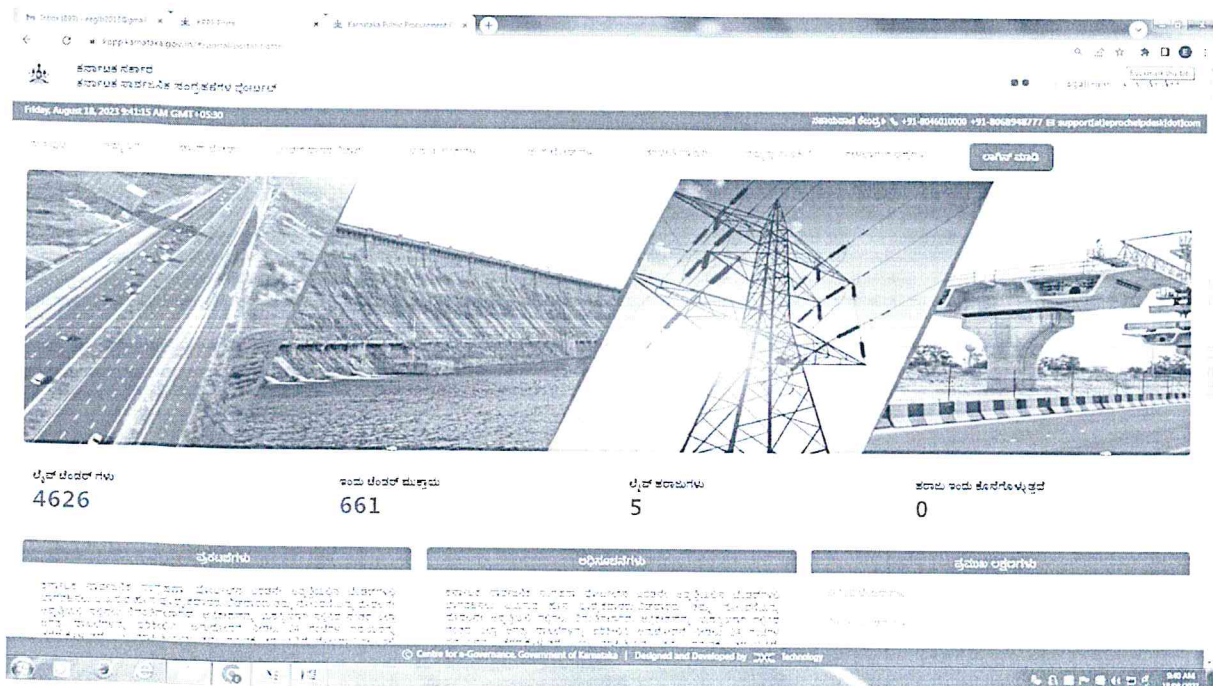
Tenders for the work of: Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi (3rd Call)

TENDER REFERENCE	:	Ref-No. VTU/BGM /RE/2026-27/IFT No. 37/1361 Dt: 23/6/26
PERIOD OF SALE OF TENDER DOCUMENT	:	<i>Please refer KPPP portal</i>
LAST DATE FOR SALE OF TENDER DOCUMENT	:	<i>Please refer KPPP portal</i>
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	<i>Please refer KPPP portal</i>
TIME AND DATE OF OPENING OF COVER ONE OF TENDERS	:	<i>Please refer KPPP portal</i>
PLACE OF OPENING OF COVER ONE OF TENDERS	:	<i>Office of the Registrar, VTU,</i> Jnana Sangama" Belagavi: 590 018
TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	:	Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF COVER TWO OF TENDERS	:	Will be intimated to the Qualified Tenderers
ADDRESS FOR COMMUNICATION	:	<i>Office of the Registrar, VTU,</i> Jnana Sangama" Belagavi: 590 018

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1. The Registrar, VTU, Belagavi invites tenders from eligible tenderers for the construction of works detailed in the Table below. The tenderers may submit tenders for any or all of the works given in the Table. **Two Cover Tender procedure as per Rule 28 of the KPPP Act shall be followed. The Tenders are required to submit two separate sealed covers, one containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3 and 6), which will be opened first and the second cover containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works. The 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 Government of Karnataka e-Procurement website [https:// www.kppp.karnataka.gov.in](https://www.kppp.karnataka.gov.in) under login for Contractors:



After login to Contractors, 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 KPPP portal. Only Interested Contractors who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.

3. Tenders must be accompanied by earnest money deposit which will be paid online through KPPP portal.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in KPPP portal. First Cover Tenders will be opened at prescribed time and date in the KPPP portal, in the presence of the Tenderers who wish to attend at the Office of the Registrar, VTU, Jnana Sangama, Belagavi.
5. A Pre-tender meeting will be held at published time and place in KPPP portal to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.
6. Other details can be seen in the tender documents.

TABLE

Sl. No.	Name of work	Approximate value of work (Rs. In Lakhs)	Earnest Money Deposit (Rs. In Lakhs)	Transaction fee, only in case Tenderers who wish to participate.	Period of completion	Contractor eligibility
1	2	3	4	5	6	7
1	Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi (3 rd Call)	97,45,747 (Exclusive of GST)	1,95,000/-	As per KPPP e-portal	04 months	Class-I

SECTION II: INSTRUCTION TO TENDERERS (ITT)

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(A) General

1 Scope of Tender

- 1.1 The **Registrar, VTU, Belagavi** (Referred to as Employer in these documents) invite tender following Two cover Tender Procedure from eligible tenders, for the construction of the works (as defined in these documents and referred to as “the work”) detailed in the table given in the invitation for tenders IFT). The Tenders may submit tenders for any or all of the works detailed in the table given in IFT.

2 Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

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

3.2 To qualify for award of this contract, each Tenderer in his name should have in the last five years i.e., 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25

- a. Achieved in at least two financial years an annual financial turnover of **Rs 97.45 Lakhs**.
- b. Mandating satisfactory completion as prime contractor for at least one similar work of value not less than. **Rs. 48.72 Lakhs** for Central/State Government /Quasi Government Department.
- c. Executed in any one year, (for a continuous period of 12 months) the following minimum Quantities of work:

SL. No	Description of works	Unit	Quantity
01	PUF Sheet	Sqm	873.60
02	Cement Concrete	Cum	100
03	PU Waterproofing	Sqm	1037
04	WC/ Urinals	Nos	23
05	Veneer Paneling	Sqm	645
06	Painting	Sqm	4400.0
07	Electrical work	Rs.	4.61 Lakhs

- d. for executing building electrification works and should have executed similar electrical works totaling Rs (usually not less than 50% of the electrical works) in any one year. - **Not Applicable**

e. The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs. (usually not less than 50% of the water supply/sanitary engineering works) * in any one year – **Not Applicable**

f. IT returns for the last five years with balance sheets.

g. PAN Card copy

h. GST registration Certificate

i. **Quote the rates exclusive of GST.**

3.3 Each Tenderer should further demonstrate: the following equipments

Sl. No	Description of Equipment	Total	Own	Lease/Hire
1	Crane (Boom Length 200')	01 Nos		01 Nos
2	Concrete mixer	01 Nos	01 Nos	
3	Tractor	02 Nos	01 Nos	01 Nos

(a) Availability by owning the required key and critical equipment for this work.

Availability by owning at-least 50% of the required / specified key and critical equipment for this work and the remaining 50% can be deployed on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.,) for availability for this work are furnished.

(b) liquid assets availability of credit facilities of not less than **Rs. 29.23 Lakhs** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc)

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

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

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified,

3.7 if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

$$\text{Assed available tender Capacity} = (A * N * 2.5 - B)$$

Where

A= Maximum value of civil engineering works executed in anyone year during the last five years (Updated to **2024-25** price level) taking in to account the completed as well as works in progress.

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

B= Value at **2025-26** price level, of existing commitments and on-going works to be completed during the next **03 Months (2025-26)** years. (Period of completion of the works for which Tenders are invited)

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

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

- made misleading or false representation in the forms, statements and attachments submitted in the proof of the qualification requirements; and /or
- record of poor performance such as abandoning the works, not properly completing the contract in ordinate delays in completion, litigation history, or financial failures etc, and/or
- participated in the previous Tender for some 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 2:
- 4.2 Both the sets should be completed and returned with 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 shall be communicated in writing or by cable to all the purchasers of the tender documents.
- 5.3 To give prospective Tenderers reasonable time in which to take an addendum in to 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) Tender documents

1 Documents comprising the Tender

- 1.1 The Tender submitted by the Tenderer shall be in two covers and shall contain the
- 1.2 documents as follows:

6.1.1 First Cover: (Only online)

- (a) Earnest Money Deposit; on line payment through e-Procurement platform.
 - (b) Qualification Information as per formats given in Section 3;
 - (C) Tender transaction fee. Online payment through e-Procurement platform.
- General eligibility criteria.

6.1.2 Second Cover

- (a) The Tender (in the format indicated in Section 4)
- (b) Priced Bill of Quantities (Section 9); online through KPPP portal, no hardcopy of commercials should be attached or disclosed and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception. Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract

7. Tender Prices

- 7.1 The contract shall be for the whole works as described in sub-Clause 1.1. based on the Price Bill of Quantities submitted by the tenderer.
- 7.2 The Tenderer shall fill in rate 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 which executed and shall be deemed covered by the other rates and Bill of Quantities. Correction if any shall be made by crossing out initialing dating and rewriting.
- 7.3 All duties, taxes Labour welfare Cess and other levies payable by the contractor under the Contract, or for any other causes, shall be included in the rates, price and total Tender Price submitted by the Tenderer.
- 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 16. 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 may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

9 Earnest Money Deposit

- 9.1 The tenderer shall furnish as part of his tender, Earnest Money Deposit (EMD) at the following rates. (EMD) amount as 2.0% of the estimated cost of the work put to tender
 - 1. Upto Rs. 20 lakh – 2.5%
 - 2. Rs. 20 lakhs and above upto Rs. 1 Crore – 2% subject to minimum of Rs. 50,000/-
 - 3. Rs. 1 crore and above upto Rs. 10 Crore – 1.5% subject to a minimum of Rs. 2,00,000/-
 - 4. Rs. 10 crore and above – 1% subject to minimum of Rs. 15,00,000/-

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the KPPP portal using any of the following payment modes:

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

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c. EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash of One Lakh Rupees of the specified EMD amount, Bank Guarantee must be given for the remaining amount in prescribed format. The copy of the Bank Guarantee must be scanned and submitted along with the technical bid. The original should be produced during opening of technical bid.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Contractors to ensure that payment through NEFT reaches Payment to Government of Karnataka Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of " e-Procurement , Government of Karnataka " and submit to Axis Bank before bid submission time and update the transaction reference in KPPP portal .

For details on e-Payment services refer to KPPP portal for more details on the process.

Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the supplier/contractor registered in the e-Procurement system.

- 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

- 10.1 Tenderer shall submit the Bid electronically before the submission date and time published in KPPP portal.

(D) Submission of Tender

- 11 Tenderer shall submit the Bid electronically before the submission date and time published.

12 Deadline for submission of the Tenders

- 12.1 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

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 icon or the task in the KPPP portal will not be available

14 Modification and Withdrawals of tenders

- 14.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the KPPP portal

(E) Tender opening and evaluation

15 Opening of First cover of all Tenderers

- 15.1 The Employer will open online the First Covers of all the Tenders received through KPPP portal, in the presence of the Tenderers or their representatives who choose to attend at 16.30 hours on the date and the place specified in the KPPP portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

- 15.2 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

- 15.3 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

- 15.4 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.

- 15.5 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers

- 15.6 The Employer will inform all the Qualified Tenderers the time, date and venue for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of

Qualified Tenderers at the appointed time and date (as indicated in the KPPP Portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day

16 Opening of Second Cover of qualified Tenderers and evaluation

16.1 The Employer shall prepare minutes of the Second Cover Tender opening.

17. Process to be confidential

17.1 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.

18 Clarification of Tenders

18.1 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 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 20.

18.2 Subject to sub-clause 18.1, no Tenderers 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 wish to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the Tender to influence the Employer in the Employer's Tender evaluation, Tender compression or contract award decisions may result in the rejection of the Tenders Tender.

19 Examination of Tenders and determination of responsiveness

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

19.2 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 effects in any substantial way the scope, quality, or performance of the works.
- (b) which limits in any substantial way, in consistent with the Tender documents, the Employer's rights or the Tenderer's obligation under the contract; or
- (c) whose rectification effect unfairly the competitive position of other Tenderer's presenting substantially responsive Tenders.

19.3 If Tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by correction or with drawl of the non confirming deviation or reservation.

20 Correction of errors

- 20.1 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 discrepancy between the rates in figures and in words 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.
- 20.2 The amount stated in the Tender will be adjusted by the employer in accordance with the above procedure for the correction of the errors and with the concurrence 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).

21 Evaluation and comparison Tenders

- 21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.
- 21.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Priced by adjusting the Tender Prices as follows:
- (a) Making any correction for errors pursuant to Clause 20; and
 - (b) Making appropriate adjustment to reflects discounts or other price modifications offered in accordance with Sub Clause 14.5.
- 21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Requirements of the Tender documents or other wise result in unsolicited benefits for the Employer shall not be taken in to account in Tender evaluation.

(F) Award of Contract

22 Award criteria

- 22.1 Subject to clause 24, the Employer will award the contract to the Tender 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) Qualification in accordance with the provisions of clause 3.

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

- 23.1 Not with standing Clause 22, 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 effected Tender or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the employer's action.

24 Notification of award and signing of Agreement

- 24.1 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 in consideration of the execution; completion; and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").
- 24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with provisions of clause 25.

24.3 The Agreement will incorporate all agreements between the Employer and successful Tender. 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 the receipt, the successful Tender will sign the Agreement and deliver it to the Employer.

24.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

25 Security deposit

25.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5%) of the Contract price plus additional security deposit for unbalanced tenders in accordance with clause 25.5 of ITT and clause 44 of the conditions of contract for all works.:

A bank guarantee in the form given in Section 10 in favour of **Registrar, VTU, Jnana Sangama, Belagavi payable at Belagavi.**

25.2 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.

25.3 The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

26 Corrupt or Fraudulent practices

26.1 The VTU requires that the Tenderers/Suppliers/ Contractors, observe the highest standard of the ethics during the procurement and execution of such contracts. In pursuance of this policy, VTU:

(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 affirm ineligible, either indefinitely or for a stated period of time, to be awarded VTU contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a VTU contract.

26.2 Further more, Tenders shall be aware of the provision stated in Sub-Clause 43.2 of the Conditions of Contract.

27 Facilities

27.1 The Contractor shall make his own arrangement of water, electricity and labour accommodation etc.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer here under 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 works

executed and payments received in the last five years

(in Rs. Lakhs)

2020-21 _____

2021-22 _____

2022-23 _____

2023-24 _____

2024-25 _____

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

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
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1	2	3	4	5	6	7	8	9
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1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Employer	Quantity of work performed (As per Clause 3.2 (C))			Remarks (Indicate contract reference)
2020-21					
2021-22					
2022-23					
2023-24					
2024-25					

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

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No. & date	Name And Address	Value of Contract	Stipulated period of completion	Value of work to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

The contractor shall enclose / attach all the necessary documents / certificates dully attested by the employer

(B) Works for which Tenders already submitted:

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

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

Item of Equipment		Requirement		Owned and available		Remarks
No.	Capacity	Owned	Number/	Age/	Capacity	Condition

As per Clause – 3.3 of ITT

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

BANKER'S CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the contract for this work, namely **Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi**, is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet the working capital requirements for executing the above contract

Sd/-

Name of the Bank, Senior Bank Manager

Address:

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

Item of Work	Value of Sub-Contract	Identified Sub-Contractor	Experience
		(Name and address)	of similar work

DELETED

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks
Showing present status				

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

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

Form of Tender

Description of the Work: Replacement of roof sheet to Auditorium roof and other maintenance works at
VTU, "Jnana Sangama" Belagavi. (3rd Call)

Tender

To : **The Registrar,**
Address : VTU, "Jnana Sangama", Machhe,
Belagavi- 590018.

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: -----

Letter of Acceptance

(letter head paper of the Employer)

[date]

To:

[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the **Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi (3rd Call)** for the Contract Price of Rupee(_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

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

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

(date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the **Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi (3rd Call)** at 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,

Contractor


Registrar
VTU, Belagavi

Agreement Form

Agreement

This agreement, made the _____ day of _____ 20_____,
between Registrar, VTU, Belagavi. (hereinafter called "the Employer") of the one part and

_____ [nam
e and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the **Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi (3rd Call)** (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

- i) Letter of Acceptance;
- ii) Notice to proceed with the works;
- iii) Contractor's Tender;
- iv) Contract Data;
- v) Conditions of contract (including Special Conditions of Contract);
- vi) Specifications;
- vii) Drawings;
- viii) Bill of Quantities; and
- ix) Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of _____

was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

in the presence of:

Binding Signature of Employer

Binding Signature of Contractor _____




SECTION 5: CONDITION 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 items

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

Compensation events are those defined Clause 34 here under.

The **Completion date** is date of completion of the works as certified by the Employer in accordance with Sub-clause 38.1

The **Contract** is contract between the Employer and the Contractor to execute, complete and maintains 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** is person or corporate body whose Tender carryout the works has been accepted by the Employer.

The **Contractor's tender** is the Completed Tender documents by the Contractor to the employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the contract.

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

A **Defect** is any part of the works not completed in accordance with the contract.

The **Defects liability** period is the period named in the contract Data and calculated from the completion Data.

The **Employer** is the party who will employ the Contractor to carry out the works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the site to construct the Works.

The **initial contract price** is the Contract Price listed in the employer's letter of Acceptance.

The Intend Completion Date is date on which it is intended that the Contractor shall complete the works

The Intend Completion Date is specified in the Contract data The Intend Completion Date may be revised only by the employer by issuing an extension of time.

Materials are all supplies including consumable, used by the contractor fir incorporation in the works.

Plant is any integral part of the Works which is to have mechanical, electrical, electronics or chemical or biological function.

The **site** is the area defined as such in the Contract Data.

Specification means the specification of the works included in the contract and any modification or addition made or approved by the Employer.

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

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

A **Variation** is an instruction given by the Employer which various the works.

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

2 Interpretation

2.1 In interpreting these conditions of the contract, Singular also means plural, males also means female or neuter, and other way around Heading have no significance. Words have their normal meaning under the language of the contract unless specifically defined. The Employer will provide instructions clarifying quarries about the conditions of the contract.

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

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

3 Law governing contract

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

4 Employer's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

7.1 Deleted vide G.O.No.F.D PCL2008, Bangalore Dated: 14-10-2008.

8 Other Contractors

8.1 The contractor shall cooperate and share the site with other contractors, public authorities, utilities, and the Employer.

9 Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as 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 ask the Contractor to remove a person who is member of the Contractor's staff or his work force stating the reasons, the contractor shall ensure that the persons leaves the site within seven days and has no further connection with the work in the contract.

10 Employer's and Contractor's risk

10.1 The employer carries the risks which this contract states are Employer's risk, and the Contractor carries the risk which this contract states are contractor risks.

11 Employer's risk

11.1 The Employer is responsible for the expected risks which are (a) in so far as rebellion, riot communication or disorder or (b) a cause due solely to the design of the works. Other than the Contractor's design.

12 Contractor's risk

12.1 All risks of loss of or damage to physical property and personnel injury and death which arise during and in consequence of the performance of the Contract other than the expected risks are the responsibility of the Contractor.

13 Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract data.

14 Contractor to construct the works

14.1 The Contractor shall construct the works in accordance with the Specification and Drawings.

15 The Works to be completed by the Intended Completion data.

15.1 The Contractor may commence execution of the works on the start Date and complete them by the Intended Completion data .

16 Safety

16.1 The Contractor shall be responsible for the safety of al 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 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. 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 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 or is intended to be carried out to any place where materials or plant are being manufactured/fabricated / assembled for the works.

20 Instructions

20.1 The Contractor shall carry out al the instructions of the Employer which comply with the applicable laws where the Site is located.

(B) Time control

21 Program

21.1 Within the time stated in control Data the Contractor shall submit to the employer for approval program showing the generals 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's obligation. The contractor may revise the program and submit it to the employer again it any time. A revised Program is to show the effect of a compensation Event or variation and submitting full supporting information.

22 Extension of the Intended Completion Date.

22.1 The Employer shall extended the Intended Completion Date if a compensation Events occurs or variation is issued which makes its 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 asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23 Delays order by the employer

23.1 The Employer may instruct the contractor to delay the start or progress of any activity within the works.

24 Management Meetings

24.1 The employer may require the contractor to the attend management meeting. The business of management meeting shall be review the progress achieved and the plans for remaining work.

24.2 The responsibilities of the parties for action 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's work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor's responsibilities. The employer may instruct the Contractor to search for a defect and to uncover and test any work that the employer considers may have a Defect.

26 Tests

26.1 If the Employer instructs the Contractor to carry out the Test not specified in the specification to check whether any work has defect and the test shows that id does, the Contractor shall pay for the tests and any samples. If there is no Defect the test shall be a compensation Event. Further the payment of RA bills will be released after 3rd Party Inspection Report on the works executed from reputed Testing Institutions.

27 Correction of defects

27.1 The employer shall give a notice to the contractor of any defects before the end of the defects liability period, which begins at Completion and is defined in the Contract data. The defects liability period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a defect is given the contractor shall correct the notified Defect within the length of time specified by the employer's notice.

28 Uncorrected Defects

28.1 If the contractor has not corrected the defect within the time specified in the Employer's notice, the Employer will assess the cost of having the defect corrected, and the Contractor will pay this amount.

(D) Cost Control

29 Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the contract price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

30 Variations

30.1 The employer shall have power to order to contractor 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 time 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;
- (f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the 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 in validate the contract.

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

30.4 The Contractor shall promptly request in writing the employer to confirm verbal orders and if no such confirmation 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.

31.2 For quantities in excess of 125% of the Tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the schedule of rates (applicable for the

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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 or 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 can not be determined either as at 31.1, 31.2, or 31.3 above, the Contractor shall be requested to submit his quotation for the item supported by the analysis of the rate or rates claimed, within 7 days.

31.5 If Contractor's quotation is determined to be unreasonable the employer may order the variation and make a change to the contract price which shall be based on employer's own forecast of the effects of the variation on the Contractor's costs.

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 shall suspend the work on the plea of non-settlement of rates for items falling under this clause.

32 Submission bill for Payment

32.1 The Contractor 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'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 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 items of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill.

33.2 Items of the Works for which no rate or no price has been entered in will not be paid for by the employer and shall be deemed Covered by the other rates and prices in the contract.

34. Compensation Events

34.1 The following are compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the site Possession Date stated in the Contract data.

(b) The employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

- (c) The employer instructs the contractor to uncover or to carry out additional testes upon work which is then found to have no defects.
- (d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
- (e) The effect on the Contractor of any of the Employer's risks.
- (f) The Employer unreasonably delays issuing a certificate of completion.
- (g) Other Compensation Events listed in the contract data or mentioned in the Contract.

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 Intended Completion Date is extended. The employer shall decide 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's forecast has been provided by the contractor, it is to be based by the employer and the contract price shall be adjusted accordingly. If the contractor's forecast is deemed unreasonably, the Employer shall adjust the Contract price based on Employer's own forecast. The employer will assume that the Contractor will react completely and promptly to the event.

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

35. Tax

35.1 The rates quoted by the contractor shall be deemed to be exclusive of GST and including of other taxes that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at the source as per applicable law.

36. Liquidated damages

36.1 The contractor shall pay liquidated damages to the employer at the rate per day stated in the Contract data for each day that the completion Dates is latter 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 liquated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor'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 by adjusting the next payment of the bill.

37. Cost of repairs

37.1 Loss or damages to the works or materials to be incorporated in the Works between the start date and End of the defects correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

(E) Finishing the Contract

38 Completion

38.1 The Contractor shall request the Employer to issue a Certificate of completion of the works and the Employer will do so upon deciding that the Work is completed.

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

41 As built drawings

41.1 If "as built" Drawings are required, the Contractor shall supply them by the dates stated in the contract Data.

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

42 Termination

42.1 The Employer or the contractor 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 stops the work for 45 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer.

(b) The Employer instructs the contractor to delay the progress of the works and the instruction is not withdrawn within 60 days.

(c) The Contractor becomes bankrupt or goes in to liquidation other than for reconstruction or amalgamation.

(d) a payment due to the Contractor is not paid by the employer within 90/180 days of the date of submission of the bill by Contractor:

(e) the employer gives the notice that failure to correct a particular defect is fundamental breach of contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer.

(f) the Contractor does not maintain a security which is required;

(g) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the contractor in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving, or soliciting of any 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 Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Borrower 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 clause 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 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 fundamental breach of contract by the Contractor, the employer shall prepare bill of the value of the work done less advance payments received up to the date of bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract Data. Additional Liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of the Contract by the employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of equipment, representation of the Contractor's personnel employed solely on the works, and the Contractor's costs of protecting and securing the works and less advance payment 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'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 the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried

out before receiving it and for any work carried out after words to which commitment was made.

(F) Special Condition of Contract

1 Labour:

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

b. The contract 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 clauses of labour from time to time employed by the Contractor on the Site and such other information as the employer may require.

2 Compliance with labour regulations:

During continuance of the Contract, the contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and by laws of the State or Central government or local authority and any other labour law (including rules), regulations by laws that may be passed or notification that may be issued under any labour law in future either by the state or the Central Government or the local authority. The Contractor shall keep the Employer Indemnified in case any action is taken against the Employer by the Component authority on account of contravention of any of the provisions of any act or rules made there under, regulations or notifications including amendments. If the employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any. On the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to cover “ from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The labour welfare cess will be imposed and recovered from the bills of Contractors, as specified by the Labour department time to time.

Before commencing the work, Contractor shall obtain license under the Building and other Constructions Works Act 1996 and Contract Labour Act 1974.

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

3 Protection of Environment

The Contractor shall take all responsible steps to protects 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 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.

SECTION 6: CONTRACT DATA

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

The following documents are also part of the Contract:

Clause reference

The Employer is:

Name : Registrar

[1.1]

Address : VTU, "Jnana Sangama", VTU, Belagavi

Name of Authorized

Representative: _____

The name and Identification number of the contract is

VTU/BGM/RE/2026-27/IFT No. 37/1361, Dt: 23/06/26.

[Insert name, and number as indicated in the invitation for Tenders].

[1.1]

The work consist of **Replacement of roof sheet to Auditorium roof and other maintenance works at VTU, "Jnana Sangama" Belagavi. (3rd Call)**

[brief summery, including relationship to other contracts under the project].

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

[1.1]

The Intended Completion Date for the whole

Of the work is **04 month** [15.22]

The following documents also form part of the contract:

[2.2]

Agreement, Bill of Quantities, Approved programme chart.

The Site Possession date is one week from date of work order or date of Agreement which ever is latest

[18]

The Site is located at VTU, "Jnana Sangama", Belagavi

[1.1]

And is the defined in drawing

nos _____

The defect Liability period is **365 days**

[27]

The liquidated damages for the whole of the work are

Rs0.1% of total contract value (amount) per day⁴ [36]

The maximum amount of liquidated damages for the whole of the works

[36]

Is ten percent of final contract price.

The date by which "as-built" drawings (in scale 1:100) in 2 sets are required is within 30 days of issue of certificate of completion

[41]

The amount to be withheld for failing to supply "as built" drawings by the date required is Rs.50,000/-(fifty thousand)

[41]

The following events also be fundamental breach of the contract:

[42.2]

1. The Contractor has contravened Sub-clause 7.1 and clause 9 of CC
The percentage is to apply to the value of the work not completed representing
The Employer's additional cost for completing the Works shall be 30 percent.

[43.1]

1 At the time of preparation of the Tender document give the period required for completion of work, when the agreement is drawn after award of contract the date can be put in.

2 At the time of preparation of the Tender document give the period after the issue of work order. When the Site would be made available to the contractor. For example one week after issue of work order.

3 The period should depend on the period required for testing of the work, in case of building it could be 12 months (passing of one rainy season); for pipe laying work tanks water remaining of canal whoever is lower: roads and highways passing of one monsoon (12 months)

4 The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.

5 Completion drawings.

6 Safety the scale.

7 The amount should be sufficient to get the Completion drawings prepared by alternative agency in case the contractor fails to submit.

8 Change if need be. It should be sufficient to get the balance of works completed by alternative agency.

SECTION 7: SPECIFICATIONS

The Contractors shall consider only the relevant specifications details makes and etc of this tender work Bill of quantities if any discrepancies decision of the Registrar/ Resident Engineer is final.

Sd/-
Registrar

SECTION 8: DRAWINGS

SECTION 9: Bill of Quantities

				Rate (Rs)		
Sl. No	Description of item(with brief specification and reference to book of specification	Quantity	Unit	In figures	In words	Amount
Total Tender Price (in figure)						
Total Tender Price (in words)						

Note:

- (1) Item for which no rate or price has been entered in will not 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 rate and prices shall be quoted by the Tender in Indian Rupees
- (3) Whether there is a discrepancy between the figures and words, the rates in words will govern.
ITS Clause 20.1(a)]
- (4) Whether there is a discrepancy between the unit rate and the item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern
[ITB clause 20.1(b)]

**SECTION 10 : FORMAT OF BANK GUARANTEE
FOR SECURITY DEPOSIT**

To,
The Registrar,
VTU, "Jnana Sangama",
Belagavi-590018

The Contractor shall submit duly signed detailed in separate sheets as per this prescribed format only otherwise Tender will not be accepted.

Sd/-
Registrar

_____ [name
of Employer]

_____ [address of employer]

WHEREAS _____

[name and address of Contractor](hereinafter called the "the Contractor") has under taken, in pursuance of contract No. _____ dated _____ to execute _____

[name of Contractor and brief description of work] (hereinafter called the "the Contract")

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

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

NOW THERE FORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to the total

Rs _____ [amount of Guarantee]

Rupees _____ [in words]

And we under take to pay you upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum of specified therein.

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

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

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

Signature and seal of the
guarantor: _____
Name of

Bank: _____

Address: _____

Date: _____

SECTION 11: Royalty Schedule

Sl.No	Description of Mines Minerals	Rate of Royalty
1	Aggregate / Rubble	* Rs _____ per Cubic Meter
2	Building stone	* Rs _____ per Cubic Meter
3	Sand	* Rs _____ per Cubic Meter
4	Murram	* Rs _____ per Cubic Meter
5	Bricks	* Rs _____ per 1000 Bricks
6	Iron Stones/ Boulders	* Rs _____ per Cubic Meter
7	Shahabad Stones	* Rs _____ per Cubic Meter
8	Lime shell	* Rs _____ M.T.
9	Clay	* Rs _____ per M.T
10	Ornamental Granite	* Rs _____ per Cubic Meter
11	Gray Granite	* Rs _____ per Cubic Meter
12	Red Matti	* Rs _____ per M.T
13	All Other Minor Minerals	* 25% of The Sale Value

Note: The Royalty charges will be recovered from the R A Bills as per the prevalent royalty charges Specified by Mines & Geology Department from time to time.

