



Karnataka Industrial Areas Development Board
(Government of Karnataka Enterprise)

*

Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District.

STANDARD TENDER DOCUMENTS

No.2, 2/1 and 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar
Bengaluru – 560 009



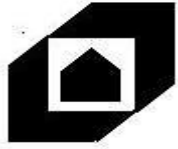
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
 (A Government of Karnataka Undertaking)
 No.2, 2/1 and 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar
 Bengaluru – 560 009
 Phone No. 080-22265383

TENDERS FOR THE WORK OF

**Arranging Power Supply to Plug & Play Building at Hi-Tech
 Defense and Aerospace Park Industrial Area, Phase-1,
 Devanahalli Taluk, Bengaluru Rural District.**

Description

TENDER REFERENCE	:	No. IADB/ENGG/ETND-EP-16/587/2026-27 Date: 22.05.2026
LAST DATE TO RECEIVE PRE BID QUARIES	:	refer e-portal
PRE BID MEETING WILL BE HELD ON	:	refer e-portal
LAST DATE FOR SUBMISSION OF BID	:	refer e-portal
TIME AND DATE OF OPENING OF TECHNICAL BIDS ON	:	refer e-portal
PLACE OF OPENING TENDERS IN THE E-PORTAL	:	KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD No.2, 2/1 and 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru – 560 009
ADDRESS FOR COMMUNICATION	:	ENGINEER-IN-CHIEF KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD No.2, 2/1 and 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru – 560 009



Karnataka Industrial Areas Development Board

(A Government of Karnataka Undertaking)
No.2, 2/1 and 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar
Bengaluru – 560 009. Phone No. 22265383
website : www.kiadb.in

No. IADB/ENGG/ETND-EP-16/587/2026-27

Date: 22.05.2026

SHORT TERM NOTICE INVITING TENDER (Through GOK Karnataka Public Procurement Portal Only)

Item Rate Tender under two cover bid system is invited for the works mentioned below as per the Karnataka Transparency in Public Procurement Act 1999 and Rules 2000 through electronic procurement from eligible Contractors who have got adequate financial resources, state of the art technology, suitable construction equipments, technical man power & sufficient past experience for the following work as per the schedule given below:

Sl. No	Name of the work	Approx cost put to tender (Rs in lakhs) (Excluding GST)	EMD (Rs.in Lakhs)	Time for completion Including Monsoon	Class of Contractor
1	2	3	4	5	6
1	Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District..	169.50	2.54	05 Months	Class-I Electrical License issued from KCEI

Applicants May Download Bidding Documents from the Karnataka Public Procurement Portal <https://kppp.karnataka.gov.in>.

Scheduled dates are as follows:

- Last date to receive pre bid Queries: refer e-portal
- Pre bid meeting will be held on: refer e-portal
- Last date for submission of bids is: refer e-portal
- Time and date of opening Technical bids is on: refer e-portal

Sd/-
Engineer-In-Chief

Common Conditions:

1. **Scope of work:** The scope of works under this tender involves Arranging Power Supply to Plug & Play Building. The works shall be executed as per detailed specifications and directions of the engineer in charge of work.
2. The detailed scope is mentioned in future conditions
3. The Tender comprises two cover bid system.
 - a) **Technical Bid** containing details of information & documents as per Clause 3 of ITT and formats in section 3 of qualification information.
 - b) **Financial Bid** containing only rates quoted in the format indicated in **section 4** and priced bill of quantities in **section 9** through electronic tender. Financial bid of only those tenderers who fulfill the eligibility criteria and qualify Technically, shall be opened.
 - c) **The Technical bids along with Part of the Earnest Money Deposit (EMD) i.e., Rs.2.48 lakhs should be paid through e-payment** as specified in sub clause 10.1.1(a),(d) and 13.1 of Section. 2 of ITT in the e-procurement portal only using any of the following four modes:

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

The part of the EMD amount of Rs.1.00 lakh accepted in the form of electronic cash (not through DD/BG) and will be maintained in the Government of Karnataka central pooling account held at ICICI Bank until the contract is closed.

The balance required EMD of **Rs.1.48 lakhs** to be furnished in the form of Bank Guarantee (BG) of any Nationalized Bank/Scheduled Bank (as per RBI guidelines) or through Insurance surety bonds issued by Insurance company authorized by Insurance Regulatory and Development Authority of India, payable to “CEO & EM, KIADB, Bengaluru”. The EMD shall have to be valid for 45 days beyond the validity of the tender. The scanned copy of the BG/Insurance Surety Bond should be uploaded to the tender in the e-procurement platform. The Original Bank Guarantee/Insurance Surety Bond shall compulsorily produce & Submit for verification after the bid submission closing time but before the opening of the technical bid date and time as specified in e-portal to the concerned Assistant Executive Engineer (Ele) at the O/o EIC, Head Office, KIADB. The bidder shall note that the Original Bank Guarantee/Insurance Surety Bond submitted through post/other section of the Board if it doesn't reach before the opening of the technical bid date and time as specified in e-portal to the concerned Assistant Executive Engineer (Ele) in TA Section will not be considered for technical evaluation. The bids of the contractors who have failed to produce and submit the original bank guarantee /Insurance Surety Bond of earnest money deposit of tender before the opening of the technical bid date and time as specified in e-portal to the concerned Assistant Engineer in TA Section, the bids will not be opened/If it is opened by default/manual/electronic error the bid will not be considered for technical evaluation and bid shall be rejected. Non reconciliation of tender earnest money deposit receipt of payment in Government of Karnataka central pooling account held at the ICICI Bank, the tender gets rejected.

- d) The Tenderer/bidder shall upload the Similar Work done certificate (as per scope of work) issued by the competent authority not below the rank of Executive Engineer duly attested by the Notary/Gazette Officer. The work done certificate shall be in the format as mentioned in the bid document compulsorily including all the relevant

details such as date of issue, year wise executed items & its quantities, date of commencement & completion, actual date of completion of the work, contract amount, amount on completion of the work, work done certificate issued date with organization name etc., Only the certificates issued by the Government (state/central), Govt Under taking bodies shall be considered for technical & financial evaluation of the tender. Work executed and work done certificates issued under Joint ventures/partial turnkey basis shall not be considered for technical evaluation of the bid and the bid shall be rejected. Certificates issued from private individuals/private companies/private firms shall not be considered for technical evaluation and the bid shall be rejected. The schedule-B/paid voucher shall not be considered for technical evaluation and the bid shall be rejected.

- e) The work done certificate to be countersigned by the officer not less than the rank of Superintendent Engineer.
 - f) The bidders/Tenderer to upload the relevant contract agreement of work done certificates executed between the parties.
 - g) The similar work done certificated shall be as mentioned in the scope of work & tender conditions.
 - h) The Tenderer/bidder shall upload the annual turnover details along with balance sheets including profit and loss statements, relevant documents supporting the annual turnover, other documents issued by the competent authorizes, etc., duly certified by a Chartered Accountant along with seal and the registration number Notary/Gazette Officer. Failure in uploading the technical bid without mentioned document, the technical bid of the tender is liable for rejection and the financial bid will not be opened. The annual turnover for Electrical works tender shall be of executed Electrical works only.
 - i) The Tenderer/bidder shall upload the valid Super Grade Electrical Contractors License issued from KCEI as proof of eligibility as per the invitation of this bid. Tender without valid registration certificate shall be rejected.
 - j) The bidder shall upload the ESI, Labour Insurance details issued by the competent authority.
 - k) All the uploaded technical bid documents shall be attested by Notary/ Gazette Officer
4. Aspiring Tenderers who have not obtained the user ID and password for participating in e-tendering in KIADB may now- obtain the same from the website <http://www.kppp.karnataka.gov.in>.
 5. Bidders/Contractors can access tender documents on the website, fill them and submit the completed tender document into e-portal website itself with in the stipulated date & time.
 6. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderer's responsibility to verify the e-procurement portal for the latest information related to this tender. The Tenderer is required to ensure browser capability of the computer well in advance to the last date and time for submitting of the tenders. The Employer shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues, technical glitches, partial uploaded etc.
 7. Non submission of tender attracts action as per conditions stipulated in the rules of Registration of contractors.
 8. Defects liability period including routine maintenance of the work is 12 months from the date of issue of satisfactory completion certificate by the Engineer in-charge of the

work. For substation/EHT Transmission line, it is upto one year from the date of handing over to the KPTCL.

9. Any arbitrary clause is not applicable to this tender works.
10. Tendering through Joint Venture/partial turnkey basis is not allowed and it shall be not considered for evaluation of the technical bid and shall be rejected.
11. The rates shall be clearly and legibly typed both in figures and words in English only.
12. The successful bidder shall execute a contract agreement with the KIADB within the time as specified in the Letter of Acceptance/Letter of Intent to execute the work. In case, the successful bidder fails to execute the contract agreement as specified, the tender is liable to be cancelled at the risk and cost of the successful bidder. The bidder may be barred from participating in future tenders of the Board. The decision of the tender approving authority shall be final.
13. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing which it would be presumed that agency is not interested in the work and action will be initiated to cancelled the work order issued, terminating the contract agreement and work shall be executed through alternate agency at the risk and cost of the defaulted agency. Further the defaulted agency may be barred from participating in the future tender of the Board. The decision of the tender approving authority shall be final.
14. The successful bidder/agency within 15 days from the date of work order. At the site/work spot shall install all the plant/equipments etc., required for this work. The plant/machineries/lab etc., shall not be shifted without prior written permission from Engineer in charge of the work with respect to civil works and for electrical works. The materials shall be as per the specification, and stored at site as per the guidelines/rules of KPTCL/BESCOM and direction of the Engineer in charge. The bidder/agency is responsible for the entire materials store at work spot.
15. The successful bidder during the executing of the work must produce the quality aspect of the materials such as coarse and fine aggregates, cement, steel, etc, used for work, certified at his own cost for civil works and electrical works as per the circular/guidelines/rules of KPTCL/BESCOM.
16. (a) Each Running bill of work has to be passed for payment only after receipt of TAQC approval, Factory Test Reports for the supply and satisfactory completion of the item with Photos. (b) The final bill has to be passed for payment only after the satisfactorily completion and commissioning of the work and on receipt of statutory approvals from CEIG, TAQC, NHAI, Railways and from other concerned departments along with test reports and photographs.
17. 1% of the tender amount will be deducted from the work bill towards Construction Workers Welfare cess besides the other statutory deductions.
18. Corrigendums / modifications / corrections / cancellations / postpones / clarifications / extensions/opening of the bids etc., if any, will be published only in the website <http://www.kppp.karnataka.gov.in..>
19. Conditional tenders, tenders without reconciliation in e-portal, tenders not properly uploaded and late submission (not possible in e-portal) of tenders shall be rejected.
20. Incomplete tenders (uploading without completing the formats in section-3 of Qualification Information) is liable for rejection.
21. If any of the event dates mentioned in this tender is declared a holiday, the next working day will hold good without any change in the timings indicated.
22. The Chief Executive Officer & Executive Member reserves the right to accept / reject any or all tenders without assigning any reasons during any stages of tender.

23. Further details of work can be obtained in the office of the undersigned / Executive Engineer(substation) Zonal Offices, Bangalore on all working days.
24. All the documents mentioned in **clause-3 under section-2 of ITT and formats & details in section 3 (qualification information)** should be compulsorily attested by a Gazetted Officer or a Notary and shall be uploaded through e portal (online) in the proper sequence mentioned in the Bid documents. The originals of all the uploaded documents (along with attested Xerox copies) shall be compulsorily produced for verification within in 7 days from the date of opening of the technical bid and also at any stage of tender process as and when sought for, failing which, the submitted bids are liable for disqualification and will not be considered for technical evaluation. The documents uploaded in the e-portal shall be legible. The uploaded documents which are not attested / poorly scanned/ not visible properly/ blank documents/ unreadable documents/ documents in other than English/Kannada language/ without proper certified translation in English/Kannada language will not be considered for technical evaluation & it will be rejected. Further failing to upload all the details in proper sequence, producing them in original as per the conditions of this notification, sections of ITT & qualification information are liable for disqualification. Further failing to produce the original of all the upload documents within in seven days from the date of opening of bid, shall be rejected. Further even if it is produced within seven days and fail to produce at any stage of tender process when sought for additional verification is liable for disqualification. Bidder shall upload all the details as per the **section 3 (qualification information)**
25. If there is no existing committed & ongoing works, the agency should upload an affidavit stating that there is no existing commitments and ongoing works. The affidavit should be attested by a Gazetted officer or a notary. Further the agency should compulsorily upload all the details of existing committed and ongoing works in the format as per clause 1.5(A) under section 3 – Qualification Information of the technical bid. The uploaded details should be compulsorily supported and attached by the certificates issued by the concerned Engineers in charge of the work not below the rank of Executive Engineer. Further failing to upload the complete details, as per the conditions of this notification, sections of ITT/ qualification information/ affidavit/other related documents as mentioned in the tender conditions, the technical bid is liable for disqualification and shall be rejected. Further self countered signed ongoing works statement without relevant proof as mentioned above, the tender is liable for disqualification and not consider for evaluation. Failing to upload the complete details are liable for disqualification rejection of the tender.
26. The bidders whose technical bid is opened / considered for Technical evaluation shall compulsorily submit all the original documents including the EMD declaration & Attested Xerox copies of all the uploaded technical bid documents to the concerned Assistant Engineer at TA section, Head Office, KIADB, Bengaluru, within 7 working days and during office hours i.e., 10.30 am to 5.30 pm from the date of opening of Technical bid positively for verification, failing which the opened technical bid may not be considered for technical evaluation & the bid may be rejected. Further the original documents should be produced for verification at any stage of tender process as and when sought
27. The bidder should posses good conditioned machineries and the maximum age of the plants & machineries required for this work should not exceed 5 years (i.e., Maximum age limit as on the date of notification)
28. The bidder should have valid Registration certificate issued from Provident Fund Authority & shall upload the same along with PF paid receipt of last 2 years.
29. The bidder should have valid Labour Registration certificate issued from Department of Labour & shall upload the same.
30. The bidder should have valid Registration certificate issued from ESIC & should shall upload the same along with ESI paid receipt of last 2 years.

31. The bidder should have valid Registration certificate & clearance issued from Karnataka Sales Tax Department shall upload the same along with sales tax paid receipt of last 2 years.
32. The bidder should have valid registration GST certificate issued from competent authority and shall upload the same along with tax paid receipt of last 2 years.
33. The bidder should compulsorily upload the PAN card.
34. All the materials used for Electrical/Power infrastructure works /Street lights/Sub Station are to be got approved from KPTCL/ESCOM as per their norms and specifications. All the materials used for Civil works shall be as per detailed specifications.
35. The bidder is excepted to read/examine all the conditions, forms, terms, etc., in the tender. Failure to furnish all the information required as per the tender conditions in every aspect will be at bidders risk and may result in rejection of the technical bid.
36. If it is found that the performance vis-à-vis works awarded to the bidder by KIADB is either behind schedule / not satisfactory, KIADB will be liberty to disqualify the bidder and may reject its bid at the time of evaluation of the bid.
37. SAFETY PROCEDURE The bidder shall: (1) comply with all applicable safety regulations as per prevailing norms, to take care for the safety of all persons entitled to be on the Project Site, to use reasonable efforts to keep the Project Site and the Work clear of unnecessary obstruction so as to avoid danger to persons entitled to be on the Project Site, to provide fencing, lighting, guarding, watching etc., of the Work until completion and taking-over, if necessary to provide any temporary works (including roadways, footways, guards and fences) that may, because of the execution of the Work, be necessary for the use by or protection of the public and of owners and occupants of adjacent land.
38. PROTECTION OF THE ENVIRONMENT: The bidder shall take all reasonable steps to protect the environment (both on and off the Project Site) and to limit damage and nuisance to people and property resulting from pollution, noise or other aspects of his operations.
39. The bidder is responsible for all statutory payments like EPF, ESIC etc., complete.
40. The rates quoted by the bidder shall deemed to be exclusive of GST and inclusive of all other taxes, that the contractor will have to pay for the performance of this contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.
41. Applicable GST shall be paid in each running bills/final bill.
42. The Employer/owner/Board/KIADB in this tender document means Karnataka Industrial Areas Development Board.
43. The above condition from Sl No.1 to Sl No.43 are the part of the tender document and tender conditions.

SECTION 1: INVITATION FOR TENDERS (IFT)

No. IADB/ENGG/ETND-EP-16/587/2026-27

Date: 22.05.2026

1. The **Engineer-In-Chief, Karnataka Industrial Areas Development Board (KIADB)** invites tenders from eligible tenderers, for the works detailed in the Table below. The tenderers may submit tenders for the works given in the Table. **Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed. The Tenders are required to submit separately Technical and Financial bids through e-portal 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 accessed on e-portal, <http://www.kppp.karnataka.gov.in>. The tender can be downloaded in the portal as per prescribed date and time published in the e-portal. **Only Interested Contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee / transaction fee is non-refundable.**
3. Tenders must be accompanied by earnest money deposit specified for the work separately which has to be paid online through e-Procurement portal as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. First Cover (Technical) Tenders will be opened at prescribed time and date in the e-procurement portal in the presence of the Tenderers who wish to attend at the office of Engineer-In-Chief, **Karnataka Industrial Areas Development Board**, No.2, 2/1, 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru – 560 009, Ph. No.080-22265383. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.
5. A pre-tender meeting will be held on as mentioned in the E-Portal at 12.00 noon at the office of Engineer-In-Chief, **Karnataka Industrial Areas Development Board**, No.2, 2/1, 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru – 560 009, Ph. No.080-22265383, to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.
6. Other details can be seen in the tender documents.

TABLE

Sl. No	Name of the work	Approx cost put to tender (Rs.in lakhs) (Excluding GST)	EMD (Rs. In lakhs)	Time for completion Including Monsoon	Class of Contractor
1	2	3	4	5	6
1	Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District..	165.00	2.48	05 Months	Class-I Electrical License issued from KCEI

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A. General

1. Scope of Tender

- 1.1 The Engineer-In-Chief, **Karnataka Industrial Areas Development Board** invites tenders following Two Cover tender procedure, from eligible Tenderers, for Arranging Power Supply to Plug & Play Building (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for 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 sufficient detail in Section 3: Qualification information.

- 3.2 To qualify for award of this contract, each Tenderer in its/his name should have in the last five years period i.e. (2021-22 to 2025-26)

- a) Achieved in at least two financial years a minimum financial turnover of Rs.330.00 Lakhs. (Electrical Contract Works Only) (Not less than 2 times the amount put to tender).
- b) Mandating satisfactory completion as a prime contractor for at least One Similar Nature of Electrical work involving such as Arranging Power Supply, to an extent of not less than 50% of the amount put to tender (i.e., Rs. 82.50 lakhs). (Work executed and work done certificates issued under Joint Venture shall not be considered)
- c) Executed in any one financial year, the following minimum quantities of work (Supply & Erection) (80% quantity of work put to tender): Certificates of proof shall be enclosed from competent Authority not below the rank of Executive Engineer in Government / Public Sectors/Government Undertaking Organizations. (Quantities executed certificates issued under Joint Venture shall not be considered).

Sl No	Description of the Item (Supply & Erection)	Qty
1	RMU - 1way/3way	2 Nos
2	Diesel Generator	1 No

Note

- Financial Turnover and Work done Certificate of previous years shall be given a weight of 10% per year to bring them to the price level of the financial Year in which the tenders are invited.
 - Work executed and work done certificates issued under Joint ventures shall not be considered for technical evaluation of the bid and the bid shall be rejected. Certificates issued from private individuals/private companies/private firms shall not be considered for technical evaluation and the bid shall be rejected.
- d) The Tenderer or his identified sub-contractor should possess required valid electrical license 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;¹ **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;² **Not Applicable.**
- 3.3 Each Tenderer should further demonstrate:
- (a) Availability by owning at least 50% of the required / specified key and critical equipment for this work. 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 : (Furnish details of plant / machinery / equipment etc.) **Not Applicable.**

¹ This is for building works. Appropriately change for other works.

² This is for building works. Appropriately change for other works.

- (b) liquid assets and/or availability of credit facilities (in the name of work) of not less than Rs.49.50 lakhs (Credit lines/letter of credit/certificates from Public sector banks/ Nationalized Banks (as per RBI guidelines) not less than **30%** of the amount put to tender for meeting the fund requirement etc)

Notes:

1. Applicants shall indicate the make, year of manufacture, capacity and working conditions of above equipments.
2. Plant & Equipments:
 - a. The agencies should demonstrate of availability of plants and equipments by owning at least 50% of the required quantity.
 - b) For the remaining 50% can be deployed on lease / hire basis, which should be supported by documentary evidence.
 - c) Wherever the single Plant & Equipment is mentioned the agencies should own it compulsory and must produce necessary documentary evidence.
3. Following will also be required during work execution:
 - a. Minor plants and equipments and accessories
 - b. Field laboratory, testing equipments and survey equipments
4. Contractor has to submit deployment of equipment and machineries along with deployment schedule.
5. Instructions to bidders
The bidders are directed to submit section-4 (form of tender) along with section-9 (Bill of quantities) of bid document in separate file in second cover as per section 2 of ITT clause no.10.1.2 which is available online.
All other Terms and Conditions notified in the Tender Notification and Bid Documents remains unaltered.
- 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, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

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

where

A : Maximum value of Electrical engineering works executed in any one year during the last five years (updated to 2026-27 price level) taking into account the completed as well as works in progress

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

B :Value, at 2026-27 price level, of existing commitments and on-going works to be completed during the next 05 Months.

Note:

- i. The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.
 - ii. A self-declaration is to be uploaded by the Tenderer stating that "the information with regard to assessed available tender capacity (Works on Hand) furnished are correct" even though the Tenderer has uploaded the certificate issued by the competent authority.
- 3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4 One Tender per Tenderer:

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

5 **Cost of Tendering:**

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

6 Site visit:

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

B. Tender documents

7 **Content of Tender documents**

The Contractor should go through the Tender Document and submit the response /commercial /technical through e-procurement portal online after downloading the tender.

8 **Clarification of Tender Documents**

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

8.2 **Pre-tender meeting: (Pre bid meeting)**

- 8.2.1. The Tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at Engineer-In-Chief, **Karnataka Industrial Areas Development Board**, No.2, 2/1, 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, Bengaluru – 560 009, Ph. No. 080-22265383 as mentioned in E-Portal.
- 8.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3. The Tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than stipulated date mentioned in the notification of the tender (IFT).
- 8.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be posted online in the e-procurement portal which bidders should download. Any modification of the tender document listed in clause-7 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to clause-9 and not through the minutes of the pre-tender meeting.
- 8.2.5. Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9 **Amendment of Tender documents**

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

C. Preparation of Tenders

10 **Documents comprising the Tender**

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

10.1.1 First Cover: (Only online)

- a. Earnest Money Deposit; on line payment through e-Procurement platform
- b. Qualification Information as per formats given in Section 3;
- c. General eligibility criteria.
- d. Scanned copy of Bank Guarantee (B.G)/Insurance Surety Bond for balance EMD amount.

10.1.2 Second Cover: (Only online)

- (a) The Tender (in the format indicated in Section 4)
- (b) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of 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.

- 10.2 Not applicable.

11 **Tender prices**

- 11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 11.2 The Tenderer shall fill in rates and prices and line item total as in e-portal (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made before submitting on e-portal. The rate quoted by the bidder shall be including GST and includes all other levies & duties as per the prevailing norms.
- 11.3 All duties, royalties and other levies payable / collectable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.
- 11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12 **Tender validity**

- 12.1 Tenders shall remain valid for a period not less than **90 days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request 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.

13 **Earnest money deposit: Rs. 2.48 Lakhs**

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

The supplier/contractor has to pay **Rs.1.00 lakh part of the Earnest Money Deposit (EMD)** through the e-Procurement portal in the Government of Karnataka Central Pooling account held at ICICI Bank using any of the following payment modes:

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

The EMD amount submitted by the contractor should govern the following conditions:- The balance required EMD (Earnest Money Deposit) of **Rs.1.48 Lakhs** to be furnished in the form of Bank Guarantee (B.G) of any Nationalized Bank/Scheduled Bank or through Insurance surety bonds issued by Insurance company authorized by Insurance Regulatory and Development Authority of India, payable to the 'CEO & EM' KIADB, Bangalore'. The EMD shall have to be valid for 45 days beyond the validity of the tender. The scanned copy of the B.G/Insurance Surety Bond. should be uploaded to the tender in the e-procurement platform. The Original BG/Insurance Surety Bond should compulsorily be produce & submitted for verification after the last date of bid submission & before the opening date of the technical bid as specified in e-portal to the concerned Assistant Engineer in Technical Assistant Section (TA section) in the office of the Engineer-In-Chief, Head Office, KIADB. The bids of the contractors who have failed to produce and submit the Original Bank Guarantee/Insurance Surety Bond before the opening of the technical bid will be rejected and their tender will not be opened/considered.(pl see the note-2(c)).

The part of the EMD amount of accepted in the form of electronic cash (and not through demand draft or any other mode) will be maintained in the Government of Karnataka Central Pooling account held at ICICI Bank. (EMD – Earnest Money Deposit)

The EMD amount of a particular tender is to be paid in a single transaction or (Rs.1.00 lakh through electronic cash and balance EMD amount in the form of B.G).

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) by the ICICI Bank/reconciled in the e-portal and the bankers who issued the Bank Guarantee.

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

13.2 - "Not Applicable"-

13.3 Any tender not accompanied by an acceptable Earnest Money Deposit and not secured as indicated in Sub-Clauses 13.1 above shall be rejected by the Employer as non-responsive.

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

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

13.6 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 24; or

- c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

- (i) Sign the Agreement; or
- (ii) Furnish the required security deposit.

14 Format and signing of Tender

- 14.1 Not Applicable.
- 14.2 Not Applicable.
- 14.3 Not Applicable.

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

D. Submission of Tenders

15 Sealing and marking of tenders

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

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

16 Deadline for submission of the Tenders

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

17 Late Tenders

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

18 Modification and Withdrawal of Tenders

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

E. Tender opening and evaluation

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

- 19.1 The Employer will open online the First Covers of all the Tenders received through e-procurement portal, in the presence of the Tenderers or their authorized representatives who choose to attend after 4.30 PM on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 19.2 Not Applicable.

- 19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.
- 19.4 Not Applicable
- 19.5 Not Applicable
- 19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.
- 20 **Opening of Second Cover of qualified Tenderers and evaluation:**
- 20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the appointed time and date (as indicated in the e-Procurement Portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.
- 20.2 Not applicable.
- 20.3 The Tenderers 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
- 20.4 Not Applicable
- 21 **Process to be confidential**
- 21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender
- 22 **Clarification of Tenders**
- 22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates, breakdown of executed quantities. The request for clarification and the response shall be in writing/email/by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.
- 23 **Examination of Tenders and determination of responsiveness**
- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way,

inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders

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

24 Correction of errors

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

25 Evaluation and comparison of Tenders

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23
- 25.2 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 24; and
 - b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5
- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 Not Applicable.
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26 Award criteria

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

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

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

28 Notification of award and signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit/performance deposit & unbalanced tender amount(if necessary) in accordance with the provisions of Clause 29.
- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer
- 28.4 Upon the furnishing by the successful Tenderer of the Performance Security and unbalanced tender amount (if necessary), the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29 **Security deposit**

- 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract:
- Banker's cheque/Demand draft/Pay Order in favour of CEO & EM, KIADB. payable at Bangalore or
 - A bank guarantee in the form given in Section 10 or e-Bank Guarantee or through Insurance surety bonds issued by Insurance company authorized by Insurance Regulatory and Development Authority of India;
- 29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued by a any Public Sector Bank (as per RBI guidelines)and it shall be released after completion of Defects liability period.
- 29.3 Not Applicable
- 29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit

30 **Advance payment and security- Deleted**

31 **Corrupt or Fraudulent practices**

- 31.1 The Board requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Board :
- 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 Board contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Board contract
- 31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

32 **Additional Clause**

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

General conditions

- 1 Any bidder from a country which shares a land with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- 1.1 “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- 1.2 “Bidder from a country which shares a land border with India” for the purpose of this order means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agency of such an entity; or
 - f) An natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 1.3 I. The beneficial owner for the purpose of above clause will be as under:
 - (i) in case of a company or limited liability partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
 - a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 1.4 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 1.5 A Certificate for having read the above clauses is required to be submitted / uploaded by the tenderer separately in the following for at:
“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

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 Electrical works executed and payments received in the last five years (in Rs. Lakhs)³
- | | |
|--|---------------|
| | 2021-22 _____ |
| | 2022-23 _____ |
| | 2023-24 _____ |
| | 2024-25 _____ |
| | 2025-26 _____ |

- 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
1	2	3	4	5	6	7	8	9

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

Year	Name of Work	Name of Employer	Quantity of work performed	Remarks (Indicate contract reference)
2021-22				
2022-23				
2023-24				
2024-25				
2025-26				

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

(A) Existing commitments and on-going works:

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

³ Attach Certificate from Chartered Accountant

⁴ Attach Certificates from Engineers –in- Charge

(B) Works for which Tenders already submitted:

Description of Work (1)	Place & State (2)	Name and Address of Employer (3)	Estimated value of works (Rs. lakhs) (4)	Stipulated period of completion (5)	Date when decision is expected (6)	Remarks if any (7)
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- 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 ⁵		Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition

- 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:

⁵ The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

BANKER'S CERTIFICATE
FORMAT OF BANKERS CERTIFICATE / LINE OF CREDIT LETTER
(TO BE ISSUED IN THE LETTERHEAD OF THE BANK BRANCH)

Reference no (s.no.) / Place

Date:

To:

CHIEF EXECUTIVE OFFICER & EXECUTIVE MEMBER
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
No.2, 2/1 and 2/3, Kalidasa Marg,
1st Main Road, Gandhinagar,
Bengaluru – 560 009.

This is to certify that M/s. (name of the customer) having his / their registered / administrative office at is a customer of our bank and is / are engaged in(nature of activity). If the said customer is allotted / awarded with **“Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District.”** we may extend credit facility up to Rs..... lakh to meet his/ their working capital requirement towards the execution of the said work order as per the loan policy of the bank.

This certificate is valid up to 3 months from the date of the issue i.e. up to dd/mm/yyyy

Yours faithfully
Branch Manager

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

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work ⁶
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- “Not Applicable” -

- 1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status
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- 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.

⁶ Attach certificates from the respective Employers.

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

Description of the Works : **Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District.**

Tender.

To : The Chief Executive Officer & Executive Member

Address : **Karnataka Industrial Areas Development Board,**
No.2, 2/1 and 2/3, Kalidasa Marg,
1st Main Road, Gandhinagar,
Bengaluru – 560 009.

GENTLEMEN,

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

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

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

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To _____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the

Tender Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

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

Agreement Form**Agreement**

This agreement, made the _____ day of _____ 2026, between _____ [name and address of Employer] (hereinafter called "the Employer") of the one part and _____ name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ [name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Tender;
 - iv) Contract Data;
 - v) Conditions of contract (including Special Conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____
in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1 Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.
- Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
- Board** means Karnataka Industrial Areas Development Board.
- The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
- The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
- The **Contract Data** defines the documents and other information which comprise the Contract.
- The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
- The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
- The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- Days** are calendar days; **months** are calendar months.
- A **Defect** is any part of the Works not completed in accordance with the Contract.
- The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
- The **Employer** is the party who will employ the Contractor to carry out the Works.
- Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
- The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
- Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- The **Site** is the area defined as such in the Contract Data.
- Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
- The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
- A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
- A **Variation** is an instruction given by the Employer which varies the Works.
- The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2 Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 The documents forming the Contract shall be interpreted in the following order of priority:

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

3 **Law governing contract**

- 3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts except arbitration, price escalation and advance payment clauses as decided by the Board.

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 - Not Applicable**

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 Board 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 to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10 **Employer's and Contractor's risks**

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

11 **Employer's risks**

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

- (i) prevent loss or damage to physical property from occurring by taking appropriate measures or
- (ii) insure against such loss or damage

12 **Contractor's risks**

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

13 **Insurance:**

- 13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the user department and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
- a. for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
 - b. for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
 - c. for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired
- 13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.
- 13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.
- 13.5 Both Parties shall comply with any conditions of the insurance policies.

14 **Site Investigation Reports:**

- 14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15 **Queries about the Contract Data**

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

16 **Contractor to construct the Works**

- 16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17 **The Works to be completed by the Intended Completion Date**

- 17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18 **Approval by the Employer:**

- 18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

- 18.2 The Contractor shall be responsible for the design of Temporary Works
- 18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works
- 18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required
- 18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.
- 19 **Safety**
- 19.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 20 **Discoveries**
- 20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them
- 21 **Possession of the Site**
- 21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.
- 22 **Access to the Site**
- 22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.
- 23 **Instructions**
- 23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.
- 24 **Procedure for resolution of disputes – Deleted**
- 25 **B. Time Control**
- 25 **Program**
- 25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works
- 25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.
- 26 **Extension of the Intended Completion Date**
- 26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.
- 26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.
- 27 **Delays ordered by the Employer**
- 27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works
- 28 **Management meetings**
- 28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work
- 28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer

either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting

C. Quality Control

29 Identifying defects

- 29.1 The Employer or his representatives (third party inspection/PMC) shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30 Tests

- 30.1 If the Employer or his representatives (third party inspection/PMC) shall instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31 Correction of defects

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

32 Uncorrected defects

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

Cost Control

33 Bill of Quantities (BOQ)

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

34 Variations

- 34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of 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
- Change in any specified sequence, methods or timing of construction of any part of the work.
- 34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract
- 34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing and instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case

variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further approval of Board has to be obtained for the variation exceeding 10%.

35 **Payments for Variations**

- 35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract
- 35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.
- 35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36 **Submission of bills for payment**

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

37 **Payments**

- 37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer as far as possible shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated, damages for shortfall in progress. For progress beyond the agreed programme. Payment is subject to availability of grants.
- 37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38 **Compensation events - Deleted**

39 **Tax**

- 39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and including of sales and other levies /duties that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40 **Price adjustment – Deleted**

41 **Liquidated damages**

- 41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in

the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

- 41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill

42 **Advance payment – Deleted**

43 **Securities:**

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

44 **Cost of Repairs:**

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

E. Finishing the Contract

45 **Completion**

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

46 **Taking over**

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

47 **Final account**

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

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

- 48.1 If "as built"⁷ Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49 **Termination**

- 49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 49.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

⁷ Completion drawings

- b) Deleted.
- c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) Deleted.
- e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
- f) The Contractor does not maintain a security which is required;
- 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 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."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50 **Payment upon Termination**

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51 **Property**

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

52 **Release from performance**

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

F. Special Conditions of Contract

1 **Labour :**

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

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

2 **Compliance with labour regulations:**

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

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

3 **Protection of Environment:**

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

4 **Arbitration (clause-24) : Deleted**

5 **Other Conditions**

5.1 Defect Liability Period

- i. Defect Liability Period shall be calculated from the next day of issue of Commissioning certificate by the Engineer
- ii. The Contractor shall be responsible for replacing any defective work and rectifying any defects in his works and maintaining the same during the Defect Liability Period free of cost. For this purpose, the Contractor shall retain key personnel at site who shall be always available as Suppliers representative in dealing with employer during the Maintenance Period.

The Defect Liability Period will be 12 months for power infrastructure works and 12 months for Street light works, from the date of satisfactory completion and commissioning of the work, as certified by the Engineer in charge.

5.2 List of Minimum Key Personnel to be deployed by the Contractor at site

Sl.No	Position	Qualifications	No of personnel
1	Construction Supervisor	B.E. Electrical + 5 Years minimum Construction experience in Relevant field	Two

5.3 Public Utilities

- 5.3.1 Any services affected by the Works must be temporarily supported by the Contractor who must also take all measures reasonably required by the various bodies to protect their services and property during the progress of the Works.
- 5.3.2 The work of temporarily supporting and protecting the public utility services during execution of the Works shall be deemed to be part of the Contractor and no extra payment shall be made for the same.
- 5.3.3 The Contractor may be required to carry out the removal or shifting of certain services/ utilities on specific orders from the Engineer for which payment shall be made to him. Such works shall be taken up by the Contractor only after obtaining clearance from the Engineer and ensuring adequate safety measures
- 5.3.4 KPTCL line & transformer shifting will be got done by the successful contractor after preparation of estimates for shifting, approval of the same by KIADB & Technical Scrutiny by KPTCL. KPTCL supervision charges will be directly paid to KPTCL by KIADB. The shifting charges at estimated rates for the actual work done will be paid to the agency by KIADB.

Conditions for Electrical Works:-

A) For the works of substation / Transmission Line works.

The work shall be proceeded with expeditiously from the date of issue of work order and shall be completed within specified period

1. The responsibility of safe custody of mechanical/electrical equipments/ materials, etc., shall be with the contractor until they are finally handed over to the Board/ESCOM and KPTCL.
2. The entire work shall be carried out under the direct supervision of Officers in charge, Executive Engineer (Elect) and Assistant Executive Engineer (Ele.) and ESCOM. In all cases of differences, disputes, etc., regarding the interpretation of specification of condition in general with any of the work, the decision of E.E.(Elec) and Chief Development Officer shall be final and binding on the contractor.
3. The contractor should see that the existing installation and working of the same are not affected during execution only after satisfactorily completion and charging of new lines, the existing installation shall be dismantled duly informed to the ESCOM.
4. An order book of the work shall be maintained and the contractor shall acknowledge the order given by
5. The officers and shall carryout accordingly.
6. Notwithstanding anything contained in any other condition and clauses of schedule appended to this tender, the terms of payments shall be as follows:
 - a. 65% against supply of materials at site in good condition subject to the approval by concerned authorities and TA & QC ESCOM / KPTCL.
 - b. 25% of the cost will be paid after satisfactorily laying of UG cable, erection of TCs, Breakers, poles, stringing of conductor.
 - c. 10% of the cost will be paid after satisfactorily completion and commissioning by ESCOM / KPTCL after obtaining approval from TA & QC, CEIG and other concerned authorities by observing all the formalities.

Note: (1) All deductions at source from the bills like security deposit, IT, KST, etc., are exclusive from the terms of payment clause.

(2) The contractor shall furnish all in built drawings of work indicating all the measurements etc., to the E.E.(Elect) before commissioning the work.

7. In case of delay from KPTCL, ESCOM and site clearance or for any other reasons, request for re-voking any of the above terms of payment conditions to make additional payment will not be accepted.
8. The cable trench and laying shall be executed as per ISS No.1255-1967 duly taking all necessary precaution.

9. No work shall be covered up or put out of view without the approval of the Executive Engineer (Elect.) & Assistant Executive Engineer, (Ele.), KIADB and the contractor shall afford full opportunity to the Engineers to examine and measure any work, which is about to be covered.
10. The Executive Engineer (Elect.) and Assistant Executive Engineer (Ele.), KIADB & ESCOM will visit the manufacture premises for inspection and conducting tests as per ISI specifications on 11 KV XLPE UG cable and Breakers before dispatch of the materials, only after approval from the Executive Engineer (Elect.)/ Assistant Executive Engineer (Ele.), the materials shall be dispatched or otherwise the cable and Breaker will not be accepted at site. The manufacturer shall have all testing and laboratory facilities in their premises and contractor shall be present at the premises to make arrangements for conducting tests.
11. After delivery at site, the materials will be inspected, if the materials do not conform to relevant ISS/ISI and technical specifications of KPTCL/ESCOM and approval accorded at manufacturing premises during inspections, then such materials will be rejected. The contractor shall remove the rejected materials at his own cost.
12. It is the responsibility of contractor to obtain all necessary approvals and clearances which are required from TA & QC, Chief Electrical Inspector to Government and any other organization for commissioning the HT/LT lines and TCs. XII All necessary drawings, paper works, etc. and any other formalities required to be observed shall be the responsibility of contractor.
13. Whenever ESCOM/KIADB insist proof of having purchased the materials (used during executing the work) for verification. The contractor shall produce the purchase bills.
14. It is the responsibility of contractor to observe all necessary formalities of ESCOM for charging the lines and taking over the infrastructure like breaker lines TCs by ESCOM satisfactorily duly acknowledging the inventory of materials used in the work.
15. The contractor is responsible for safety and security of materials for which part payment is made by KIADB.
16. The contractor shall guarantee all the materials supplied by him including erection & electrification of work for trouble free top class performance and against manufacturing defects, for a period of ONE YEAR from the date of satisfactory completion and commissioning. The contractor shall make his own arrangement for rectifying defects/replacement of defective materials immediately on receipt of intimation from KIADB for ESCOM and power supply shall be restored. Failure of which, action will be taken to get the work done through other agency at the cost and risk of the contractor.
17. It is the responsibility of contractor to co-ordinate with ESCOM for commissioning the Breaker, HT/LT lines and TCs satisfactory by observing all formalities, and handed over to ESCOM & KPTCL. After this only, final bill shall be prepared.
18. The quantities shown in the schedule are approximate. The actual quantities will be executed as per site condition only. Any balance materials shall be taken back by the contractor.
19. The contractor shall not deviate/alter/execute excess quantities or additional items without the prior approval in writing from the Chief Development Officer or otherwise the excess / additional / deviated items executed without prior approval will be disallowed.
20. The Contractor shall obtain all necessary clearance from KPTCL and ESCOM for erection & commissioning of VC breakers in respective MUSS.
21. The Contractor shall take prior approval of drawing of VC breakers from KPTCL to suit for extension to the existing breakers in respective MUSS.
22. It is the responsibility of the contractor to pursue and obtain all necessary approvals from the Railways Department for crossing B.G. lines and also to obtain safety certificate of Railway crossing before charging the feeder lines.
23. The contractor shall arrange for inspection of transformers at manufacturer premises before dispatch to the site and shall produce ESCOM approval and TA and QC approval of transformers to be supplied.
24. The contractor shall obtain the necessary approvals if any, the NHAI/ State High way or any other authorities for laying HT UG cable.
25. All hard ware materials used for line work shall be of hot dip galvanized as per IS.
26. The contractor shall arrange for inspection by EE(Elec), KIADB and ESCOM for materials like conductor, RCC poles and hard ware materials at manufacturer premises before dispatch to site. Manufacturer test certificates shall be furnished.

B) FOR THE WORKS OF PROVIDING STREET LIGHTS IN KIADB INDUSTRIAL AREAS

1. The Contractor shall arrange for inspection, Testing of underground cable by Executive Engineer (Ele) & Assistant Executive Engineer (Ele) at manufacture premises. In case of failure of any of the acceptance tests as per IS standard, the cable will be rejected.
2. **Terms of Payment:**
 - a) 60% will be paid against the supply of materials at site in good condition.
 - b) 25% will be released after satisfactory completion of erection of materials.
 - c) 15% will be released after satisfactory commissioning of street lights in all respect including assigning of RR No's by the ESCOM
3. The contractor shall submit as inbuilt drawings of the entire work indicating correct measurements from pole to pole and cable route, Control Box, poles erected etc., to the AEE (Ele) and Executive Engineer (Ele) for inspection before claiming final Bill. Failed to do so the final bill will not be arranged.
4. It is the responsibility of the contractor to arrange for servicing the installation by pursuing with ESCOM authorities (as a liaison between ESCOM and consumer) with in the stipulated time mentioned in the work order.
5. The contractor shall submit the work completion report along with wiring diagram in duplicate duly signed by contractor and his Technical supervisor, to the AEE(Ele) KIADB, for signature and shall re-submit to ESCOM.
6. The contractor shall arrange to submit Rs.50/- stamped ESCOM agreement for each installation as required by ESCOM. The cost of agreement will be reimbursed to the Contractor.
7. During execution of work any deviation, alteration and addition to the items mentioned in schedule-B prior approval shall be obtained from the Chief Engineer & Chief Development Officer or otherwise these additional extra items will not be taken into account at the time of final measurements.
8. The contractor is responsible for safety, security & quality & quantity of all the materials for which part payment is received from KIADB.
9. Prior approval shall be obtained from EE (Ele) for all the materials, Make & Type before used for the work, failed to do so, the materials supplied will be rejected.
10. The contractor shall produce the original invoice/bills for having purchased the street light fittings/cable from manufactures distributors/authorized dealers after retaining a copy of the bill. The original will be returned to the contractor; failure to comply this condition, the fittings and cable will not be accepted.
11. The M.S. pipes purchased by the contractor for fabrication of poles shall be got approved for EE (Ele) before and after fabrication of poles as per the specifications, failed to do so, the poles will not be accepted.
12. The routine and type tests certificates of underground cable indicating all technical details, drum No. batch, date of Manufacturing and purchase bill shall be submitted, failure of which cable will not be accepted.
13. The work shall be carried out under the supervision of AEE (Elec.) & EE (Ele) and shall comply with directions for satisfactory completion of the work.
14. The entire work should be executed as per standard specifications of IE rules.
15. Unless power supply is arranged by the Contractor through ESCOM and assigned R.R.No & Date of service including installing of energy meters the final bill will not be arranged.
16. The contractor shall maintain the work for 24 months, any defects materials found, the contractor shall replace such materials or rectify defects within a week from the date of report by AEE (Ele), for satisfactory illumination of street lights.
17. The contractor shall produce letter from ESCOM for having serviced the street lights installation indicating R.R, No. Date of service and Additional power sanctioned.
18. The contractor shall inform in writing that work has been completed in all respect after servicing by ESCOM and satisfactory illumination of all the street lights to take final measurements.
19. The Contractor shall lay the Underground cable and erect the poles only in the presence of KIADB Engineers/representative. Failure of which, the cable laid will not be accounted.
20. The contractor shall mark the pole No's on all the poles using approved Two type enameled paints for base and Nos.
21. The contractor shall guarantee the materials and work for fresh tree top class performance and against manufacturing defects for a period of two years from the date of satisfactory completion and commissioning. The contractor shall make arrangement for rectifying / replacement of defective materials immediately on receipt of intimation from

concerned Executive Engineer (Ele)/ Asst. Executive Engineer (Ele). Failure of which action will be taken to get the rectification through other agency at the cost and risk of contractor.

22. The contractor shall produce the original invoice / bills for having purchased the street light fittings / cable from manufactures distributors / authorized dealers after retaining a copy of the bill. The original will be returned to the contractor; failure to comply this condition, the fittings and cable will not be accepted. The octagonal poles purchased by the contractor shall be approved by AEE(Ele) & EE (Ele) before and after fabrication of poles as per the specification, failed to do so, the poles will not be accepted. The routine and type tests certificates of underground cable indicating all technical details, drum No. batch, date of Manufacturing and purchase bill shall be submitted, failure of which cable will not be accepted. During execution of work any deviation, alteration and addition to the items mentioned in schedule – B prior approval shall be obtained from the Chief Engineer & Chief Development Officer or otherwise these additional extra items will not be taken into account at the time of final measurements. The contractor shall submit the work completion report along with wiring diagram in duplicate duly signed by contractor and his Technical supervisor, to the AEE (Ele), KIADB, for signature and shall re-submit to ESCOM .It is the responsibility of the contractor to arrange for servicing the installation by pursuing with ESCOM authorities (as a liaison between ESCOM and consumer) within the stipulated time mentioned in the work order .The work shall be carried out under the supervision of EE (Ele) & AEE (Elec.) & DO and shall comply with directions for satisfactory completion of the work. The entire work should be executed as per standard specifications of IE rules.

C) For the works of Supply, erection and commissioning of submersible Centrifugal / Thrive pumpsets

1. Terms of payment: Notwithstanding anything contained in any other conditions and clauses of a schedule appended to the tender, the terms of payment shall be as follows:
 - a) 75% of the value of each consignment of equipment and Accessories shall be paid against delivery at site of work and erection in good condition in the respective Bore well
 - b) Balance 25% of the value of equipment and accessories including electrification and commissioning and completion of the period of trial run of seven days
2. The Agency shall pursue with ESCOM and obtain sanction of power and arrange for servicing the installations. It is the responsibility of the agency to observe all ESCOM formalities till satisfactory commissioning of pump sets. All the deposits to ESCOM will be paid by KIADB including cost of agreement paper.
3. The Agency shall guarantee all the equipments, pump sets including erection and electrification for trouble free top class performance and against defects due to manufacture or bad workmanship for a period of one year from the date of satisfactory completion of work. The Agency shall replace free of cost of the whole equipment or part thereof that might be found defective with suitable one and ensure proper working of pump sets during guarantee period. In case of failure to replace any defective equipments or parts thereof within seven days from the date of intimation by the AEE(Elec), the same will be got done by the Board at the cost and risk of the contractor.
4. The Agency shall furnish the manufacturer test certificate for each pump set before delivery at site of work. It should be clearly indicated date of manufacture, date of Tests and results etc., duly signed by manufacture engineers. All tests shall be carried out in accordance with the relevant ISS or equivalent standard specification.
5. The entire work is to be carried out on turnkey basis. The Board therefore cannot undertake any responsibility for un-loading, transporting and storing the materials. It is the responsibility of contractor to safe guard, providing security to the pump sets installations till taken over by board in satisfactory condition.
6. The work shall be carried out as per the specification. No additional or deviation to the items of work is allowed except prior approval of Engineer-In-Chief, KIADB.
7. The S.D. and EMD will be returned only after satisfactory completion of maintenance period.
8. The pump set should give discharge as indicated against each pump set, or otherwise pump set should be replaced by suitable pump set.
9. The Agency shall get approval of all the materials before erection.

D) FOR THE WORKS OF REPAIR, OPERATION AND MAINTENANCE OF STREETLIGHTS ON ANNUAL CONTRACT SYSTEM IN KIADB INDUSTRIAL AREAS:

1. The contractor shall own ladder mounting jeep vehicle in the name of firm & shall enclose the related documents with technical Bids as an evidence of ownership. Otherwise liable for disqualification.
2. The contractor shall arrange to setup office/service station in the industrial area at their own cost and risk
3. The contractor shall provide 24x7 Help Line number of the service station along with name of the contact person and the same shall be displayed in the industrial area.
4. The contractor shall arrange telephone operator to register the complaints 24x7 at their own cost and risk.
5. The contractor shall maintain 1-Supervisor, 2-wireman, 2-Helper, driver for ladder jeep at their own cost and risk. And the Supervisor, wireman, Helper and driver should have duly attested certificate/license from the authorized departments.
6. It is responsibility of the contractor to enroll their staff/workers deputed for the maintenance work under ESIC/EPF and other statutory benefits as per the prevailing Government norms. The Board will not be responsible for human accident/human death caused during execution of the maintenance work.
7. The contractor shall reserve one ladder mounted jeep in the industrial area 24x7 to rectify the complaints within 24hrs after registering the complaint.
8. Terms of payment
 1. For Repair Works.
 1. 75% of the total amount of repair works will be paid after successful completion of repair works within 3months from the date of work order. However no payment will be made until the repair works is successfully completed.
 2. 25% of the total amount of the repair works will be paid after successful completion of the work as certified by the Engineer In Charge.
 2. For AMC Work.

25% of the total payment will be made after successful completion of maintenance for a period 3 months on regular basis with 3 months interval :

 1. 25% of total payment will be made after successful completion of maintenance for a period of 3 months in first quarter year
 2. 25% after successful completion of maintenance work for a period of 3 months in 2nd quarter year
 3. 25% after successful completion of maintenance work for a period of 3 months in the 3rd quarter year
 4. 25% after successful completion of maintenance work for a period of 3 months in the 4th quarter year and after furnishing the letter received from the concerned Industrial Association/ Entrepreneur for having satisfactorily completed the maintenance work.
9. The contractor shall guarantee the materials, work & performance against manufacturing defects for a period of one year from the date of satisfactory completion and commissioning. The contractor shall make arrangement for rectifying/ replacement of defective materials immediately on receipt of intimation from concerned Executive Engineer (Ele)/ Asst. Executive Engineer (Ele)/ Assistant Engineer (Ele)/Association. Failure of which action will be taken to get the rectification through other agency at the cost and risk of contractor.
10. The contractor is responsible for safety, security, quality & quantity of all the materials for which payment is received from KIADB.
11. Prior approval shall be obtained from EE (Ele) for all the materials, Make & Type before using in the works, failed to do so, the materials supplied will be rejected.
12. The maintenance work includes supply and replacement of all components/ materials such as lamps, chokes/ ballast, starter, condensers, igniters, side holders, wire etc and preparing of master register for each industrial Area/Zonal Office, removing of bunting, posters, threads, banners from the street lighting poles and all other nature of faults etc., to be attended by the contractor at their cost & risk.
13. The contractor shall maintain the register for replacement of all components/ materials such as lamps, chokes/ballast, starter, condensers, igniters, side holders, wire, cable, panel, drives etc., complete and the same shall be produced to EE(Ele)/AEE (Ele)/AE(Ele) during the inspection
14. The contractor shall maintain attendance for their supervisor/workers deputed for the subject work and shall produce to the EE(Ele)/AEE(Ele) whenever necessitates.
15. The contractor shall maintain the work for twelve months, any defective materials found, the contractor shall replace such materials or rectify defects within 24hrs after registering the complaint for satisfactory illumination of street lights.

16. It is the responsibility of the contractor to pursue with ESCOM/KPTCL authorities to get the power supply for streetlights & to arrange for LC if required during execution of reconditioning/maintenance work.
17. The contractor shall maintain 3-phase system to the existing streetlights, so that total load of the circuit can be divided equally on each phase
18. The contractor shall maintain the timer to switch on the streetlights at 6.00pm & to switch off at 6.00am. If any deviation found in the timer timing shall be attended by the contractor on daily basis

LIST OF RECOMMENDED MAKES OF ELECTRICAL MATERIALS

Sl No	Materials	Makes**
1	11kV UG HT XLPE cables (Round Armoured)	Unistar/Havells/KEI/Polycab / SBEE & Equivalent
2	1.1kV UG LT XLPE cables (Round Armoured)	Unistar/Havells/KEI/Polycab/ RPG/SBEE/Rotoplast & equivalent
3	Transformers BEE Star rated	Vijay vidhuth / Vijay Electricals / Reliable Electricals/ Armour & equivalent
4	LED Street Light fittings	Philips/Bajaj/Halonix/LT/Orient/Surya/Benlo & equivalent
5	Poles	Bajaj/Valmount/Transrail/ Consate/ Surya / HAKKE & Equivalent
6	RMUs/OD	MEI/ SIEMENS/ABB/ Schneider & equivalent

****Note: The bidder should get prior approval from the concerned Engineer incharge of the work before using of above materials make in the site.**

Technical specifications and conditions for LED Street lights fittings.

CONFORMANCE STANDARDS FOR LUMINARIES

- 1) LM80 compliance certificate to be adhered by the LED manufacturer.
- 2) LM79 certificate from NABL/CPRI accredited laboratory.
- 3) LED data sheet comprise of lumen output, junction temperature, pad temperature, thermal resistance and LED drive current.
- 4) Luminaire should be tested as per IS +10322 standards and following Test Reports should be submitted along with the tender: Heat Resistance Test, Electrical/ Insulation Resistance Test, Endurance Test, Humidity Test, Electronics Test.
- 5) For Luminous efficiency and light output, Photometry Test of the Luminaire to be submitted.
- 6) Design registered.

LM-79 and LM-80

Light emitting diodes (LEDs) are a unique source. They are more reliant upon effective thermal management than any previous source, more directional, and LED luminaires have to be designed and tested as an entire system. Therefore, new testing guidelines are required. There also needs to be a correction between how LEDs and LED luminaires are tested. In response, LM-79 and LM-80-08 for LED device testing respectively. Two LED LMs are LM-79-08.

LEDs are solid-state electronic devices that directly convert electricity into light. Heat is a by-product produced in the p-n junction where the direct conversion occurs. This junction temperature or TJ heat must be conducted through the thermal pad and away from the LED. Due to the direct conversion LED, lumen maintenance is better than traditional lamps with losses due to secondary conversion processes. Lumen maintenance measures how well a light source maintains its lumen output over time as a percentage of initial light output.

LM-80 for LEDs

LM-80-08 Approved Method: Measuring Lumen Maintenance of LED Light Sources. LM-80 prescribes uniform test methods under controlled conditions for measuring LED lumen maintenance while controlling LED TS (case or solder temperature), the DC forward voltage and LED forward current. It is for the LEDs themselves³, not LED luminaires. LM-80 was developed to address differences in measuring the performance of this newer technology.

LED manufacturers measure LEDs in pulse mode with short pulse -10 or 20 milliseconds (Thousandths of a second) which does not heat up the LED. Thus, no heat sink is required and TJ equals ambient (controlled to 250C). This is useful for doing high yield LED measurements quickly and explains why LED data sheets show LED performance at TJ=250C. In contrast, we measure LED performance in-situ with the LEDs installed in our luminaires operated in constant DC mode. There are numerous LEDs configured together in close proximity, elevating TJ above 250C. This impacts the photometric performance of the LEDs. LM-80 requires 550 C, 800C and one other Ts chosen by the LED manufacturer. It also requires lumen maintenance data out to at least 6,000 hours of constant DC mode (not pulse mode) operation⁴. LED Source Manufacturer chooses > 850C for the third TS to better represent in-situ conditions and they have data out to 10,000 hours, the preferred duration in LM-80. Based upon LM-80 data, LED manufacturers extrapolate lumen maintenance out to tens of thousands of hours (TM-21 which will standardize an extrapolation method).

The data resulting from LM-80 measurements are matrices of lumen maintenance values. Data in combination with our UL in-situ thermal testing to predict the lumen maintenance of the LEDs when used in our luminaires and, subsequently, the lumen maintenance of the LED luminaires themselves. Using the data to predict LED color stability over time at the various TS temperatures.

LM-79 for LED Luminaries

LM-79-08 Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products. LM-79 prescribes uniform test methods under controlled conditions for measuring photometric and colorimetric performance as well as electrical power of LED luminaires⁵.

Unlike traditional sources which are typically tested using relative photometry with test lamps and ballasts, LED luminaries are tested using absolute photometry with production LEDs and luminaires in the orientation in which they will be installed⁶ for a true test of LED performance. LEDs perform differently due to elevated TJ which is further impacted by luminaire orientation and thermal conditions. If the LEDs were removed from the luminaire their performance would change which is why absolute photometry must be used for LED luminaries.

LM-79 testing is typically performed with either an integrating sphere for all photometric and colorimetric measurements or an integrating sphere in combination with a goniophotometer. The integrating sphere is recommended for colorimetric measurements.

Electrical characteristics-LM79

A variety of electrical measurements may be conducted as part of LM-79 testing, including but not limited to:

- Input voltage current, expressed in volts (V). Testing is performed with the SSL product operated at its rated input voltage.
- Input current, expressed in amperes (A). Input current can be either direct current (DC) or alternating current (AC), depending on product design. Note that this metric

is not equivalent to the current supplied to a given LED light source (i.e., LED drive current), which often cannot be measured directly without damaging the product.

- Input power, expressed in watts (W). input power is essential for determining energy savings.
- Power factor (PF), is a power quality metric reported as a unitless decimal value between zero and one. PF is calculated by dividing input power by the product of input voltage and input current.
- Lumen output of complete luminaires.
- Spatial Distribution of Light.
- Polar Plots of Luminous intensity.
- Spacing Criteria.
- Isoilluminance Plots.
- Zonal lumens and BUG Ratings.
- Beam and Field Angles.

Additional Considerations

Test Method and Apparatus

The content of a given LM-79 report depends in part on the apparatus used for measurement. Using an integrating sphere, the total lumen output of a tested source is captured in a single measurement. An integrating sphere is also the most common apparatus for capturing colorimetric data. By contrast, using a goniophotometer, luminous intensity measurements are recorded at a series of locations surrounding the test sample and then total luminous flux is calculated. Some goniophotometers may have the capability. but most do not measure colorimetric performance.

Summary

As a newer technology LEDs ought to be tested correctly using testing methods and equipment appropriate to the technology. We shall provide the standards and guidelines used by the lighting industry to properly test LEDs (LM-80) and LED luminaires (LM-79).

Additional Technical Specifications to LED Street lights fittings:

Supplying and Fixing of LED Luminaries / streetlights / flood lights

1. The street fittings designed as per conformance standards for luminaries. Specifications of items contained Spn no. 1, 2, 3, 4, 5, 6
2. The street LED light fittings are manufactured for 5 years warranty against any defects viz. PCB, LED's, Drivers, Toughened Glass, Aluminium Body, Heat sink system, IP-66 under standard electrical power distribution. Approved by NABL / CPRI / KPWD / MPWD / CPWD OR equivalent any State Govt. / Govt. of India.
3. Operating Systems : Operating Voltages 110 to 280 Volt, operating temperature range -20 degree C to +50 degree C. Operating humidity 10% to 90% RH. Luminarie efficiency 80 LM / W or above. LED efficiency 120 LM / W or above. System power efficiency > 85%. Total system wattage < (rated wattage + 15% of rated wattage). LED driver current 350 - 700 Ma. Lumen output < 2000 lumens. LED beam angle fully cut-off. power factor greater than 0.90. colour rendering index greater than 70. construction - high power SMD and LED must be mounted on copper MCPCB for high thermal conductivity and faster heat transfer from the LED junction.
4. The electronic components used shall be as follows : a) IC shall be of industrial grade or above. B) The resistor shall be prepared made of CFR and MFR adequate rating the actual rating verses loading by factor of 3. c) The junction temperature of the switching devices such as transistors and MOSFET etc. shall not exceed 125 degree centigrade (allowing thermal margin of 25 degree

centigrade). d) The construction of PCBs and the assembly for computers for PCBs should be as for IS standards. e) The LED module(s) driver gear etc shall be designed in a such a way so that temperature of heat sink shall not exceed 15°C above the ambient temperature. f) Secondary lens array should be provided for optimize roadway photometric distribution photometric measurements according with LM-79/IS 16015. g) Lens material should be optical high grade PMMA with more than 90% light transmittance.

5. Warranty : The defect liability period of work in this notification will be 36 months. This is reckoned from the date of completion of the work. The items of works should be executed with stringent quality assurance norm and should not be required any repair for stipulated period after completion of the same. If the stretch / structure notified above require any repair during the liability period as above, the Contractor / firm shall re-do the same at his own risk and cost.
6. The Contractor should set up a quality control unit at work spot for conducting periodical quality control tests at his own cost.
7. The relevant certificates and details shall be furnished of LED fittings in the technical bid, details of company / agencies / firms profile to be enclosed. Any conditions will not be accepted.
8. Materials : The cost/value of the existing HPSV / MH street light materials and released articles is to be assessed up to 5% and should be deducted in the Bills.

Supplying and Laying of LT UG Cables :

The manufactured of LT UG cables 1.1 KV class round armoured should be inspected as per technical conditions and parameters (KPWDE d, e, f, g, h and GTP 7.4 to 7.7 of specifications).

Supplying and Installation of High mast / Octagonal / GI / Conical poles.

9. The manufactured of Highmast / Octagonal / GI / Conical poles as per designs of KPWDE SR and Standard Electricals) make to be approved, by the competent authority of Electrical Department of KIADB.
(as per the technical standard conditions of KPWDE / Govt. of India)

SECTION 6: CONTRACT DATA

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

The following documents are also part of the Contract:

**Clause
Reference**

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

The Employer is: **Chief Executive Officer & Executive Member,**

Name: **KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD**

Address: No.2, 2/1 and 2/3, Kalidasa Marg, 1st Main Road, Gandhinagar, [1.1]
Bengaluru – 560 009. Phone No.080- 22265383

Name of authorized Representative of Employer: **ENGINEER-IN-CHIEF, KIADB**

The name and identification number of the Contract is for the Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District.. [1.1]

Tender Notification IADB/ENGG/ETND-EP-16/587/2026-27 Date: 22.05.2026

The Work consists of Arranging Power Supply to Plug & Play Building

The start date shall be the date of issue of notice to proceed with the work/ date specified in the work order [1.1]

The Intended Completion Date for the whole of the Works is **05 Months** [17, 26]
including monsoon⁸ with the following milestones]

Milestone dates:	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
Mile Stone 1 i.e	Arranging Power Supply to Plug & Play Building	5 months

The Site Possession Date is within 7 days from the date of issue of notice to proceed the work.⁹ [21]

The proposed site is Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District. [1.1]

The Defects Liability Period: 12 months from the date of satisfactory completion and commissioning of the work, as certified by the Engineer in charge [31]

Insurance requirements are as under: [13]

SN	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	Rs.30.00 lakhs plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs. 20.00 lakhs to cover 4 persons at Rs.5.00 lakhs each.
	(b) for Contractor's employees or labour	In accordance with the statutory requirement applicable to Karnataka

The liquidated damages for the whole of the works are

Milestone dates:	Percentage of penalty
Mile Stone 1 i.e	0.1% per day subject to maximum of 10% of the value of the stage i.e. 0.1% per day of Milestone -I for the uncompleted portion of the work shall be deducted out of running bills as penalty.
Mile Stone 2 i.e	0.1% per day subject to maximum of 10% of the value of the stage i.e. 0.1% per day of Milestone-II for the uncompleted portion of the work shall be deducted out of running bills as penalty.

⁸ At the time of preparation of the tender document give the period required for completion of whole work and the milestones. When the Agreement is drawn after award of contract the dates can be put in.

⁹ 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 the issue of work order'

	<p>If project is completed 100% in all respect as per the stipulated completion time, then penalty if any levied due to Milestone wise delay shall be returned back without any interest to the contractor.</p> <p>In case the successful Tenderers fails to execute the supplies / works as per the program or opinion of purchaser, the supplies / works are progressing at a slow pace, the owner reserves its right to get the balance or part of supplies / works executed through other agencies at the risk and cost of the agencies, this is in addition to the right of the KIADB to recover any damage from the contractor and also recommending for blacklisting& no further tenders will be awarded to the defaulting contractor.</p>
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The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [41]

The date by which “as-built drawings” soft copies in pen-drive & hard copies (in scale as directed by Executive Engineer (Ele), KIADB, or Engineer-In-Chief in 2 sets are required within 07 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

- The amount to be withheld for failing to supply “as built” drawing or supply of operation and maintenance manual, or any relevant documents by the date required is Rs.5,00,000 [48]
- The following events shall also be fundamental breach of the contract : [49.2]
- The contractor has contravened Clause 9 of CC.
- The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be as per the actual at their cost and risk. [50.1]

SECTION 7: SPECIFICATIONS

- **The materials should be purchased from recognized and registered firm which is approved by ESCOM / KPTCL for electrical works.**
 - **All the materials should be as per relevant BIS.**
- Test certificates where ever necessary may should be furnished**

ATTACHED

SECTION 8 : DRAWINGS

ATTACHED

SECTION 9: BILL OF QUANTITIES

Name of the Work : **Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District.**

BOQ as in e-portal

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: ITT Clause 11.2 and CC Clause 37.2).
- (2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
- (3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To
 The Chief Executive Officer & Executive Member
 KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
 No.2, 2/1 and 2/3, Kalidasa Marg,
 1st Main Road, Gandhinagar,
 Bengaluru – 560 009.

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. _____ [amount of guarantee] 10_Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee]¹¹ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

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

¹⁰ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

¹¹ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

SECTION 11: FORMAT OF BID SECURITY (BANK GUARANTEE)

To

The Chief Executive Officer & Executive Member
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
No.2, 2/1 and 2/3, Kalidasa Marg,
1st Main Road, Gandhinagar,
Bengaluru – 560 009

WHEREAS _____ having its registered office at _____
(hereinafter called the "Bidder") has submitted his bid dated _____ for the work
**"Arranging Power Supply to Plug & Play Building at Hi-Tech Defense and Aerospace
Park Industrial Area, Phase-1, Devanahalli Taluk, Bengaluru Rural District."**
(hereinafter called "the Works")

KNOW ALL PEOPLE by these presents that we, _____ having its
registered office at _____ (hereinafter called the Bank")
are bound unto the CEO & EM, Karnataka Industrial Areas Development Board,
Bangalore. (hereinafter called "the Employer") in the sum of Rs. _____
(Rupees _____) for which payment well and truly to be made to
the said Employer the Bank binds itself, his successors and assigns by these presents;
SEALED with the Common Seal of the said Bank this day _____.

THE CONDITIONS OF THIS OBLIGATION ARE:

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

OR

- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer
during the period of Bid Validity.
 - a. Fails or refuses to execute the form of Agreement in accordance with
the instructions to Bidders, if required; or
 - b. Fails or refuse to furnish the Performance Security, in accordance with
the instruction to Bidders; or
 - c. Does not accept the correction of the Bid Price pursuant to clause 2.4

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

This Guarantee will remain in force up to and including the date 180 days after the
deadline for submission of bids as such deadline is stated in the instructions to
Bidders or as it may be extended by the Employer, notice of which extension(s) to the
Bank is hereby waived. Any demand in respect of this Guarantee should reach the
Bank not later than the above date

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of Value Rs. 200/-)

KNOW ALL MEN BY THESE PRESENTS that wea Company incorporated under the laws ofand having its Registered Office/Head Office at(Hereinafter called " Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint M/s.....a Company incorporated under the laws of and having its Registered/ Head Office atas its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer / Bidder in regard to Specification No Packagethe Bids for which have been invited by (Address "Owner/Employer/Employer – Karnataka Industrial Areas Development Board") to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the "Owner/Employer" on behalf of the "Bidder".
- ii) To negotiate with the "Owner/Employer" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "Owner/Employer" for and on behalf of the Bidder.
- iii) To receive accept and execute the Contract for and on behalf of the "Bidder".
- iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The " Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorised Representative" quotes in the Bid, negotiates and signs the Contract with the "Owner/Employer" and/or purports to act on behalf of the " Bidder" by virtue of this Power of Attorney and the same shall bind the "Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Bidder" has executed these Presents at on this day Of.....under the Common Seal of the Bidder company.

Specimen Signature of Attorney Holder

.....

(Name)

For and on behalf of

Common Seal of the above Bidder

Has been affixed thereunto, in the presence of.

WITNESSES:

1. Signature

Name.....

Designation

Occupation

Form of Insurance Surety Bond towards EMD

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.:

Date:

To

The Chief Executive Officer & Executive Member
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
 No.2, 2/1 and 2/3, Kalidasa Marg,
 1st Main Road, Gandhinagar,
 Bengaluru – 560 009

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. **{Tender Reference No.}**, M/s _____ **{Contractor's Name}** having its Registered/ Head Office at **{address}** (hereinafter called the 'Contractor ') wish to participate in the said bid for **{Tender Title}**.

As an irrevocable Insurance Surety Bond against Bid Security for an amount of(*).....valid for days from.....(**)required to be submitted by the Contractor as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the _____ **{Name of the Insurer}** having our Head Office at _____ **{address of the Insurer}** guarantee and undertake to pay immediately on demand by **Karnataka Industrial Areas Development Board**, (herein after called the 'Owner') the amount of.....(*)..... with out any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Contractor and/or any right/remedy available to the Contractor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s _____ **{Contractor 's Name}** on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer has set its hand and stamp on this day of 20..... at

.....
 (Signature)

.....
 .
 (Name)

.....
 .
 (Designation with Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

Date.....

NOTE:

1. (*)The amount shall be as specified in the SPC.
(**)This shall be the last date of bid submission deadline.
(@)This date shall be Forty Five (45) days after the last date for which the bid is valid.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Owner shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Contractors are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Contractors are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Form of Insurance Surety Bond towards Performance Security**(To be stamped in accordance with Stamp Act of India)****Insurance Surety Bond****No:****Date:****To**

The Chief Executive Officer & Executive Member
KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD
 No.2, 2/1 and 2/3, Kalidasa Marg, 1st Main Road,
 Gandhinagar,
 Bengaluru – 560 009.

Dear Sirs,

In consideration of the **KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD**, (hereinafter referred to as the **Owner** which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at (hereinafter referred to as the '**Contractor**' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's **Letter of Intent to Award the Contract No.....dated.....** and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No.....

datedvalued at.....for(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to **5% (Five Percent)** of the **Contract Amount (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

We..... [**Name & Address of the Insurer**].....having its Head Office at (hereinafter referred to as the '**Insurer**', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all amount payable by the Contract or to the extent of.....(*).....as afore said at any time upto.....[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Owner shall have the fullest liberty, without affecting this Insurance Surety Bond, to

postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Insurance Surety Bond is restricted to.....(*) and it shall remain in force up to and including(@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.____ {**Contractor's Name**} on whose behalf this Insurance Surety Bond has been given.

Dated this.....day of.....20..... at.....

WITNESS:

1.

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)(Designation with Insurer Stamp) Authorised Vide Power of Attorney

No.....

Date.....

..

2.

(Signature)

.....

(Name)

.....

(OfficialAddress)

Notes: (*) This sum shall be five percent (05%) of the Contract Price.

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Owner shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.
4. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.