

**KARNATAKA STATE POLICE HOUSING & INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED**  
**No. 59, Richmond Road Bangalore – 560 025**  
**(GOVERNMENT OF KARNATAKA UNDER TAKING)**

**Telephones: 080-25584102**

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**TENDER FOR THE WORK:** Providing and fixing SS Truss with Glass roofing for meeting room staircase, Truss work for Meeting room front & Renovation works for Meeting Hall, Board room, Electrical room, Construction of Pantry and Dormitory at FF room and Construction of block work (Main gate to PMS Section) of KSPH & IDCL, Bangalore.

**CALENDER OF EVENTS:**

a)	<b>TENDER REFERENCE :</b>	<b>No. KSPHIDCL/2026-27/BD/WORK_INDENT456</b> <b>(File No. PHC/CNT/BNG(U)/TND/42/2026-27/WI-456)</b>
	TRAINING & CLARIFICATIONS ON ONLINE E TENDERING TO INTENDING BIDDERS BY KSPH & IDCL'S E- TENDERING SERVICE PROVIDER	KARNATAKA PUBLIC PROCUREMENT PORTAL (Govt. Of Karnataka) 4th Floor, Sri Arvinda Bhavan, Mythic Society Compound, Nrupathunga Road, Bengaluru-560001 New office contact numbers: 080- 22230960, 22234115  Help desk : 91-8046010000 / +91-8022631200 / +91-8068948777 e-mail: support@eprochelpdesk.com  Karnataka Public Procurement Helpdesk will be available from 9:00 AM to 6:00 PM on all Government working days
b)	PERIOD OF SALE OF TENDER DOCUMENT	<i>Please refer Karnataka Public Procurement portal</i>
c)	LAST DATE AND TIME FOR RECEIPT OF TENDERS	<i>Please refer Karnataka Public Procurement portal</i>
d)	TIME AND DATE OF OPENING OF COVER ONE OF TENDERS	<i>Please refer Karnataka Public Procurement portal</i>
e)	TIME AND DATE OF OPENING OF COVER TWO OF TENDERS	<i>Please refer Karnataka Public Procurement portal</i>
f)	PLACE OF OPENING OF COVER ONE OF TENDERS	<b>KSPH &amp; IDCL, # 59, Richmond Road</b> <b>(Gen. K. S. Thimmaiah Road), Bangalore – 25</b>

Contractor

Executive Engineer (Contracts)

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**SECTION 1: INVITATION FOR TENDERS (IFT)**

Date:

IFT No.:

1. a. The Executive Engineer Contracts, Karnataka State Police Housing & Infrastructure Development Corporation Ltd., (herein afterwards referred to as KSPH & IDCL or Employer) invites tenders from eligible tenderers, registered in KSPH & IDCL for the construction of works detailed in the Table below. The tenderers may submit tenders for any or all of the works given in the Table. Two Tender Documents system procedure as per Rule 28 of the KTPP Act shall be followed. The Tenders are required to submit **two separate Electronic documents in online**, one containing details of their capability to undertake the tender (as detailed in ITT Clause 3), 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.**  
b. Bidders/Contractors must be registered with KSPH & IDCL to participate in the tendering processes.
  2. Tender documents may be downloaded from e Karnataka Public Procurement Portal, GOK website <https://kppp.karnataka.gov.in> under login for Contractors.
  3. The Bidder/Contractor can pay the Tendering Charges and Earnest Money Deposit (EMD) in the Karnataka Public Procurement Portal using any of the following payment modes:  
Credit Card  
Direct Debit  
National Electronic Fund Transfer (NEFT)  
Over the Counter (OTC)
  4. Bidders must submit the Tenders electronically (on-line through internet) after dully filling & enclosing all the relevant documents (Original Scanned Documents are to be produced for verification if required at short notice) within the date and time published in website & <https://kppp.karnataka.gov.in>. Tenders will be opened at prescribed time and date in the <https://kppp.karnataka.gov.in> portal, in the presence of the Tenderers who wishes to attend at the Office of the Executive Engineer Contracts, KSPH & IDCL, #59, Richmond Road, (General K S Thimmayya Road), Bangalore– 560025.
- Transaction Fees:**  
Each Bidder has to make payment of **Rs. 20,000/- (Rupees Twenty Thousand Only) inclusive of GST as transaction Fee (Non refundable)** in the form of DD payable to **KSPH & IDCL (Own Fund), Bengaluru** and the bidder has to upload the scanned copy of the DD in the Karnataka Public Procurement web portal towards transaction Fee. **The original DD should be submitted to Office of the Executive Engineer (Contracts), KSPH & IDCL, No. 59, Richmond Road, Bangalore– 560 025 On or before the Last date of receipt of tender for verification and the non-compliance of the same leads to the rejection of the bid. Failing to submit the original DD to said office his tender will be disqualified & no correspondence in this regard will be entertained.**
5. A Pre-tender meeting will be held on ..... at ..... hours at the office of ..... 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. – **Not Applicable** –
  6. Other details can be seen in the tender documents.

**TABLE – I**

Sl. No.	Name of work	Amount put to Tender in lakhs (Excl. GST)	Earnest Money Deposit (Rs.)	Cost of Tendering Processing fees (Rs.)	Period of Completion	Class of Contractor
1	2	3	4	5	6	7
1	Providing and fixing SS Truss with Glass roofing for meeting room staircase, Truss work for Meeting room front & Renovation works for Meeting Hall, Board room, Electrical room, Construction of Pantry and Dormitory at FF room and Construction of block work (Main gate to PMS Section) of KSPH & IDCL, Bangalore.	41.38	83,000/-	Refer Karnataka Public Procurement Portal	3 Months including monsoon	Class III & above

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

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## A. General

### 1. Scope of Tender

- 1.1 The **Executive Engineer Contracts, KSPH & IDCL(Representing CMD KSPH & IDCL)** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from Contractors registered in **KSPH & IDCL** for the construction of works (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 any or all of the works detailed in the table given in IFT.

**Two Cover Tender procedure as per Rule 28 of the KTPP Act shall be followed.**

### 2. Eligible Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka
- 2.2 **Tenders from Joint ventures are not acceptable.**

### 3. Qualification of the Tenderer:

- 3.1 All tenderers shall provide the requested information accurately and in sufficient detail in section 3. Form of Tender and Qualification information
- 3.2 To qualify for award of this contract, each tenderer in its name should have in the last five years i.e., **2021-22 to 2025-26**)
- (a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs. 41.38 Lakhs duly certified by Registered Chartered Accountant with UDIN Number**
- (b) Satisfactorily completed as prime contractor (at least 90% of the contract value), **at least one similar nature work of value not less than Rs. 20.69 Lakhs** (*The Work done Certificate should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*)
- (c) Executed in any one year, the following minimum quantities of works

Sl. No.	Description of works	Quantity
1	<b>Stainless steel (Grade 304) railing</b>	<b>564.00 Kgs</b>
2	<b>Steel work in trusses</b>	<b>1657.00 Kgs</b>
3	<b>Masonry (BBM/SSM/RSM/Solid Block)</b>	<b>138.00 Sqm</b>
4	<b>Plastering</b>	<b>341.00 Sqm</b>

Note: The bidder should furnish a statement of quantities executed as per the above table along with supporting documents countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

- (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 totalling **Rs. \_\_\_\_\_** in any one year; - **Not applicable-**
- (e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totalling **Rs. \_\_\_\_\_** in any one year. ; - **Not applicable-**
- (f) Liquid assets and / or availability of credit facilities of not less than (estimated cash flow for 3 months in peak Const. period) **Rs. 12.50 Lakhs** Credit lines / letter of credit /certificates from banks for meeting the fund requirements etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period)

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- 3.3 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:

**Assessed available tender capacity = (A\*N\*2.5-B)**

Where

A= Maximum value of civil engineering works executed in any 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. (0.25)

B = Value, at **2026-27** price level, of existing commitments and on-going works to be completed during the next **3 months**. (Period of completion of the works for which Tenders are invited)

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

- 3.4 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:
- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
  - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
  - participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

## **B. Tender documents**

### **4. Content of Tender documents**

- 4.1 The set of tender documents shall have all the Sections given in Page 2:  
4.2 Both the sets should be completed and returned with the tender.

### **5. Amendment of Tender documents**

- 5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.  
5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.  
5.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

## **C. Preparation of Tenders**

### **6. Documents comprising the Tender**

- 6.1 The tender submitted by the Tenderer shall be in single covers and shall contain the documents as follows. The Tender submitted by the tenderer shall be submitted only through Karnataka Public Procurement Portal in single covers electronically and shall contain the documents as follows:
- 6.1.1 **First Cover:**
- (a) Earnest Money Deposit & Tendering processing Charges;
  - (b) Qualification Information as per formats given in Section 3;
- 6.1.2 **Second Cover:**
- (a) The Tender (in the format indicated in Section 4)
  - (b) Priced Bill of Quantities (Section 9);
- and any other materials required to be completed and submitted by tenderers in accordance with these instructions. **The documents listed under Sections 3, 7 & 9 shall be filled in without exception.**
- 6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

## 7. Tender prices

- 7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.
- 7.2 The Tenderer shall fill in rates and prices and line item total (in figures) for all items of the Works described in the Bill of Quantities. *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.*

### The rates quoted shall be inclusive of:

- 7.3 a) All duties, taxes, other levies {(transportation, loading and unloading, stacking, all leads and lifts, statutory levies like royalty, CBF, Income Tax, **PF Contribution**, Construction Workers Welfare Cess (CWWC), etc.,) **excluding GST as applicable** in force payable by the contractor under the contract, or for any other cause} shall be included in the rates, prices and total Tender Price submitted by the Tenderer. ***GST shall be paid to the tendered amount separately.***

### ***(Refer Special Conditions of Contract Clause 8.1 a & b)***

***NOTE: Increase in GST shall not be paid in the extended period of contract for which the contractor alone is responsible for delay as determined by the authority while granting the extension of time.***

- b) The rates quoted for foundation item shall be inclusive of providing and removing, shoring, strutting, protecting the foundation trenches, dewatering and bailing out water, keeping the foundation trenches, dry etc. complete.
- c) The rates quoted shall be inclusive of providing barricade, putting up danger light, watchman etc., complete and maintaining the same till the completion of work and removing on completion as per directions of the KSPH & IDCL officer-in-charge of the work.
- d) The rates quoted for all item of works shall be inclusive of Water, Power etc required during construction.
- e) Rates quoted for all the items of the schedule 'B' shall be inclusive of cost of all material, labour, curing [For Cement & Concrete items], equipments with all lead, lift, loading, unloading, stacking, transportation, hire charges of machinery, fixtures and all other incidental charges required for successful completion of work and as directed by the Engineer-in-Charge of work, under no circumstances no extra charges will be paid on this account.
- 7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

## 8. Tender validity

- 8.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderer may extend the period of validity for a specified additional period. The request and the Tenderer's responses shall be made in writing or by e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

## 9. Earnest money deposit

### **Tender Transaction fee and Earnest Money Deposit.**

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

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

### **OTC payment procedure**

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

### **NEFT payment procedure**

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into Karnataka Public Procurement Portal system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details as given on Karnataka Public Procurement Portal and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to the bank account as given in Karnataka Public Procurement Portal.

The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the bank account as given in Karnataka Public Procurement Portal before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection.

Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be fed by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.



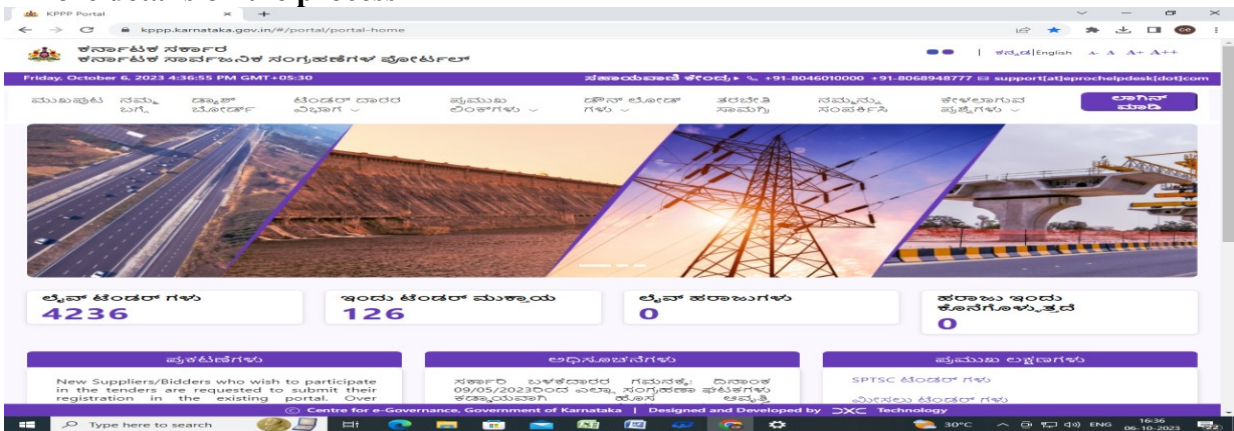
Also, the account number from which the funds were transferred have to be fed in the Karnataka Public Procurement Portal system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) from Karnataka Public Procurement.

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

- EMD of Rs. 83,000/- (Rupees Eighty Three Thousand Only) will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee).
- The entire EMD amount for a particular tender has to be paid in a single transaction.

For details on e-Payment services refer to Karnataka public procurement portal for more details on the process



**Note: In Karnataka Public Procurement Portal Contractor has the option of withdrawing the Bid by digitally signing to withdraw/can cell bid before the bid submission time /Date.**

- 9.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work.
- 9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 90 days **beyond** the validity of the tender. **(Not Applicable)**
- 9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.
- 9.4 The earnest money deposit of unsuccessful tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.
- 9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 9.6 The earnest money deposit may be forfeited:
  - if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
  - if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
  - in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
    - sign the Agreement; or
    - furnish the required Security deposit
  - If the tenderer has engaged in corrupt or fraudulent practices

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**10. Format and signing of Tender – Not Applicable –**

- 10.1 The Tenderer shall prepare one original and a copy of the documents comprising the Tender as described in Clause 10 of these Instructions to Tenderers, and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail. – **Not Applicable -**
- 10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender – **Not Applicable -**
- 10.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender. – **Not Applicable -**

**11. Sealing and marking of tenders: –Not Applicable –**

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

- 12.1 Tenders must be received by the Employer at the address specified above no later than (Please refer to IFT and subsequent corrigendum, if any). In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.
- 12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

**13. Late Tenders**

In online Karnataka public procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the Karnataka Public Procurement Portal will not be available

**14. Modification and Withdrawal of Tenders**

Tenderer has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the Karnataka public procurement portal.

- 14.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12– **Not Applicable –**
- 14.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked "MODIFICATION FOR FIRST/SECOND COVER" or "WITHDRAWAL", as appropriate. – **Not Applicable –**
- 14.3 No Tender may be modified after the deadline for submission of Tenders.
- 14.4 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 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9. – **Not Applicable –**
- 14.5 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 – **Not Applicable -**

### E. Tender opening and evaluation

#### 15. **Tender opening:**

- 15.1 The Employer will open the Tenders received (except those received late), including modifications made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at the **time, date and the place as notified in Karnataka Public 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.
- 15.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. The Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. – **Not Applicable** –
- 15.3 The Tenderers' names, the presence or absence of Earnest Money Deposit & Tendering Charges the submission of qualification information and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of opening.
- 15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.
- 15.7 In Karnataka Public Procurement Portal, Contractor has the option of withdrawing the Bid by digitally signing to withdraw / cancel the bid, before the bid submission time /Date.
- 15.8 **Tenderers are bound to furnish the original certified documents to the employer within three (3) days after the last date of submission of the bid, If the documents furnished by the bidders are found to be fake or fraudulent, such bidders tender will not be considered for evaluation and the EMPLOYER reserves the right to either initiate a fresh tender or enter into negotiations with the remaining Contractors in addition to any other action that may be taken by EMPLOYER.**

#### 16. **Process to be confidential**

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

#### 17. **Clarification of Tenders**

- 17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 19.
- 17.2 Subject to sub-clause 17.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 17.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

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

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

presenting substantially responsive Tenders.

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

**19. Correction of errors**

- 19.1 By and large there is no scope for arithmetic errors as the amount for each item is calculated/ computed by the formulae considering the rate and quantity of the respective item in the online bids. In case the Errors are noted after opening of the online bid the errors will be corrected by the Employer as follows:
- a) If at all there is discrepancy in the amount computed the same will be rectified by applying proper formulae and the corrected amount will be arrived at by considering the Rates quoted for the respective Item by the Tenderer
  - (e) here there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 19.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

**20. Evaluation and comparison of Tenders**

- 20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.
- 20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
- (a) making any correction for errors pursuant to Clause 19; and
  - (b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.
- 20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

**F. Award of Contract**

**21. Award criteria**

- 21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

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

- 22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

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

- 23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by mail, fax or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 24.
- 23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 23.4 Upon the furnishing by the successful Tenderer of the Security deposit, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.
- 24. Security deposit**
- 24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price
- Cash or - **Not Applicable** -
  - Banker's cheque/Demand draft, /Pay Order in favour of CMD, KSPH & IDCL, Bangalore payable at Bangalore - **Not Applicable** -
  - **A bank guarantee in the form given in Section 10;**
  - Specified Small Savings Instruments pledged to ..... - **Not Applicable** -
- 24.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled bank.
- 24.3 The Security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor. - **Not Applicable** -
- 24.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.
- 25. Corrupt or Fraudulent practices**
- 25.1 The EMPLOYER requires that the Tenderers, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, EMPLOYER:
- a. will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - b. will declare a firm negligible, either indefinitely or for a stated period of time, to be awarded a EMPLOYER contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a KSPH & IDCL, GOK, or any contract.
- 25.2.1 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

**SECTION 3:**

**FORMS OF TENDER, AND QUALIFICATION INFORMATION**

**TABLE OF FORMS:**

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

**Form of Tender**

Description of the Works: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Tender**

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

Address : \_\_\_\_\_

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of \_\_\_\_\_ [in figures]  
 ( \_\_\_\_\_ ) [in letters].<sup>15</sup>

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: -----

-----

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Contractor

Executive Engineer (Contracts)

### QUALIFICATION INFORMATION

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

1.1 Constitution or legal status of Tenderer

[Attach copy]

a. Agency in which Registered (with  
Registration No. of both **Civil and Electrical**)

\_\_\_\_\_  
(Attach Copy)

b. If the agency is not holding the Electrical registration certificate, then he/ she / they should produce the name of the agency / contractor who will execute the electrical works having valid electrical registration certificate of required class

c. **KSPH & IDCL Registration No & Date**

\_\_\_\_\_  
(Attach Copy)

1.2 Principal place of business:

Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs)

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 'Lakhs	Date of Handing over of site	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 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 <sup>21</sup> remaining to be completed (Rs. Lakhs)	Anticipated date of completion

*(An Affidavit attested by the Notary should be submitted)*

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(B) Works for which Tenders already submitted:

Description of work	Place & State	Name & Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any

*(An Affidavit attested by the Notary should be submitted)*

- 1.5 Construction equipment owned by the tenderer and equipment proposed to be deployed on this contract, if awarded; -- **Not Applicable** ---
- 1.6 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;
- 1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded -- **Not Applicable** ---
- 1.8 Name, address, and telephone, telex, and fax numbers of the Tenderer's bankers who may provide references if contacted by the Employer.
- 1.9 Proposals for subcontracting components of works amounting to more than 20% of the contract price [for each, the qualifications and experience of the identified subcontractor in the relevant fields should be attached.] -- **Not Applicable** ---

**ON BANKS LETTER HEAD**

**FORMAT OF BANKER'S CERTIFICATE / LINE OF CREDIT LETTER**

(as per GO No. FD-CAM/16/2022(P-2) dtd:22.08.2022)

**(TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH)**

Reference Number (SL. No.) Place :

Date :

To :

[Name & Address of the beneficiary]

This is to certify that Mr./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 ..... (brief details of works), we may extend credit facilities up to Rs. .... lakh, to meet his / their working capital requirement towards the execution of the said work order as per Loan Policy of the Bank.

This certificate is valid upto three months from the date of issue, that is up to dd / mm / yyyy

Yours faithfully,

BRANCH MANAGER

Contractor

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

\_\_\_\_\_ [name of the contract and identification number, as given in the Instructions to Tenderers] for  
the Contract Price of Rupees \_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) [amount  
in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is  
hereby accepted by our Agency.You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an  
amount of Rs. \_\_\_\_\_ within 20 days of the receipt of this letter of acceptance valid up to 30 days  
from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing  
which action as stated in Para 24.3 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency  
-----  
-----**Issue of Notice to proceed with the work**

(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 24.1 and signing  
of the contract agreement for the construction of \_\_\_\_\_<sup>19</sup> a Tender Price of Rs. \_\_\_\_\_,  
you are hereby instructed to proceed with the execution of the said works in accordance with the  
contract documents.

Yours faithfully,

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

Give the name of the Contract

Contractor

Executive Engineer (Contracts)

**Agreement Form****Agreement**

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
 between \_\_\_\_\_  
 \_\_\_\_\_ [name and address of Employer]  
 (hereinafter called "the Employer") of the one part and

\_\_\_\_\_  
 \_\_\_\_\_ [name and address of  
 contractor] (hereinafter called "the Contractor") of the other part.  
 Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

\_\_\_\_\_  
 \_\_\_\_\_

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## Conditions of Contract

### A. General

#### 1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

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

**Compensation events** are those defined in Clause 34 hereunder.

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

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:
- a. Agreement
  - b. Letter of Acceptance, notice to proceed with the works
  - c. Contractor's Tender
  - d. Contract Data
  - e. Conditions of Contract
  - f. Specifications
  - g. Drawings
  - h. Bill of quantities and
  - i. General specifications
  - j. General notes & conditions
  - k. Any other document listed in the Contract Data as forming part of the Contract
- 3. Law governing contract**
- 3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.
- 4. Employer's decisions**
- 4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.
- 5. Delegation**
- 5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- 7. Sub-contracting**
- 7.1 Deleted
- 8. Other Contractors**
- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.
- 9. Personnel**
- 9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by EMPLOYER 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) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the Works, other than the Contractor's design.
- 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. Queries about the Contract Data**
- 13.1 The Employer will clarify queries on the Contract Data.

**14. Contractor to construct the Works**

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

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

15.1 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.

**16. Safety**

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

**17. Discoveries**

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

**18. Possession of the Site**

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

**19. Access to the Site**

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

**20. Instructions**

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

**B Time Control****21. Program**

21.1 Within the time stated in 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.

Para refer **Special Conditions of Contract para 5.12** for the program of works to be furnished in **MS Project 2007**.

21.2 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.

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

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

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

**23. Delays ordered by the Employer**

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

**24. Management meetings**

24.1 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.

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- 24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

### **C. Quality Control**

#### **25. Identifying defects**

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

#### **26. Tests**

- 26.1 If the Employer instructs the Contractor to carry out 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.

#### **27. Correction of defects**

- 27.1 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.
- 27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

#### **28. Uncorrected defects**

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

### **D. Cost Control**

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

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

#### **30. Variations**

- 30.1 The Employer shall have power to order 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
  - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.
- 30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.
- 30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 30 days of request, it shall be deemed to be an order in writing by the Employer.

**31. Payments for Variations**

- 31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.
- 31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from, in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time award of contract and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.
- 31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.
- 31.5 If the Contractor'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.
- 31.6 if the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

**32. Submission of bills for payment (Refer Clause 5.12 a to d of Special Conditions of Contract)**

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

**33. Payments**

- 33.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall, "as far as possible", pay the Contractor within 60 days from the date of receipt of manual or e-bill in the Head office. 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 the grants. (further refer clause 5.12 a,b,c & d of special conditions of contract).
- 33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**34. Compensation events**

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

- 34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended
- 34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.
- 34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

### 35. Tax

- 35.1 The rates quoted by the Contractor shall be deemed to be inclusive of all other taxes etc., **excluding GST as applicable** that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. ***GST shall be paid to the tendered amount separately. The Contractor should submit the tax invoice along with RA Bills. (Refer Special Conditions of Contract Clause 8.1 a & b)***

***NOTE: Increase in GST shall not be paid in the extended period of contract for which the contractor alone is responsible for delay as determined by the authority while granting the extension of time.***

- a. The bidder shall submit the tax invoice showing the description, quantity and value of goods, the tax charged thereon and such other particulars as prescribed in sec 31 of the GST Act.
- b. The bidder shall submit tax invoice in addition to Running Account (RA) bill & contract certificate.
- c. The Central Excise duty (including Additional excise duty, SAD and CVD), CST and cess and surcharges (levied by both Central and State Govt) related to the supply of goods and services, octroi, entry tax has been subsumed in Goods and Service tax (GST), profit arising on account of change in the rate of tax should be passed on to the KSPH & IDCL.
- d. If the introduction of GST is associated or connected with the abolition or reduction of any tax, duty, cess or other statutory charge which directly or even indirectly reduces the cost of making any supply under this contract, the price or any other consideration (excluding GST) payable for the supply must be reduced by the contractor. Such assessment at the GST appointed date shall be done by the contractor.
- e. The bidder must provide upon request by the KSPH & IDCL, the evidence to demonstrate that the contractor has complied with the Anti-profiteering clause of GST Law.
- f. In case KSPH & IDCL loses the credit on account of failure of whatever nature in complying with the GST requirement, the credit will be recovered along with the consequential interest and penalty.
- g. The contract agreement will be executed between KSPH & IDCL in the capacity as an agent of the Government of Karnataka on whose behalf of the project.

**36. Liquidated damages**

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

**37. Cost of repairs**

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

**E. Finishing the Contract****38. Completion**

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

**39. Taking over**

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

**40. Final account**

- 40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within **90 days** of receiving the 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. Discretion

**41. As built drawings and / or Operating and Maintenance Manuals**

- 41.1 If "as built" Drawings are required, the Contractor shall supply them by the dates stated in the Contract Data.
- 41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

**42. Termination**

- 42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 42.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;
  - b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days; - **(Deleted)**-
  - c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor; ; - **(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 anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition."
- 42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.
- 42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.
- 43. Payment upon Termination**
- 43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, 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.
- 43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor'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.
- 44. Property**
- 44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.
- 45. Release from performance**
- 45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. Special Conditions of Contract

### 1.1 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.

- 1.2 The contractor has to quote his rates including PF contribution which is indicated in the Clause 7.3 Section 2 of ITT.
- 1.3 The bidder should maintain register of labourers deployed and wages paid for the workers and shall produce the documents whenever called for by the competent authority.
- 1.4 Remittance towards PF shall be commensurate with the labour component of the work involved.
- 1.5 The Bidder shall remit PF of labourers to Bidders permanent PF code number only.

### 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's

### 4. Settlement of Disputes – Time Limit for decision

- (a) If any dispute or difference of any kind whatsoever were to arise between the Executive Engineer/Superintending Engineer and the Contractor regarding the following matters namely,
  - (i) The meaning of the specifications designs, drawings and instruction herein before mentioned;

- (ii) The quality of workmanship or materials used on the work and
- (iii) Any other question, claim, right, matter, thing whatsoever, in any way arising out of relating to the contract, designs, drawings, specifications, estimates instructions, or orders, or those conditions are failure to execute the same whether arising during the progress of the work, or after the completion, termination or abandonment thereof, the dispute shall, in the first place, be referred to the CMD who has jurisdiction over the work specified in the contract. The CMD shall, within a period of ninety days from the date of being requested by the contractor to do so, give written notice of his decision to the contractor.

**CMD's decision final**

- (b) Subject to other form of settlement hereafter provided, the CMD's decision in respect of every dispute or difference so referred shall be final binding upon the contractor. The said decision shall forthwith be given effect to and contractor shall proceed with the execution of the work with all due diligence.

**Remedy when CMD's decision is not acceptable to contractor**

- (c) In case the decision of the CMD is not acceptable to the contractor, he may approach the Jurisdictional Civil Courts at Bangalore for settlement of dispute after giving due written notice in this regard to the CMD within a period of ninety days from the date of receipt of the written notice of the decision of CMD.

**Time limit for notice to approach Civil Court by contractor**

- (d) If the CMD has given written notice of his decision to the contractor and no written notice to approach the Law Court has been communicated to him by the contractor within period of ninety days from the receipt of such notice, the said decision shall be final and binding upon the contractor.

***Time limit for notice to approach Civil Court by contractor when decision is not given by CMD as at (b)***

- (e) If the CMD fails to give notice of his decision within a period of ninety days from the receipt of the contractor's request in writing for settlement of any dispute or difference as aforesaid, the contractor may within ninety days after the expiry of the first named period of ninety days approach the Jurisdictional Civil Courts giving due notice to the CMD.

**Contractor to execute and complete work pending settlement of dispute**

- (f) Whether the claim is referred to the CMD or to the Civil Courts, as the case maybe, the contractor shall proceed to execute and complete the works with all due diligence pending settlement of the said dispute or differences.

***Obligations of the Executive Engineer and contractor shall remain unsettled during considerations of dispute***

- (g) The reference of any dispute or difference to the CMD or the Civil Court may proceed notwithstanding that the work shall then be or be alleged to be complete, provided always that the obligations of the Executive Engineer and the contractor shall not be altered by reason of the said dispute or difference being referred to the CMD or the Law Court during the progress of the works.

## 5. Scope of work:

- 5.1** a) The job involves inspection of sites of the work, soil investigation for assessing S.B.C etc., if need be and execution of building works including internal / external water supply, sanitary and electrical works, doors and windows, levelling of sites and proper consolidation, wherever required including providing necessary fixtures. These works should be carried out as per the detailed approved drawings and as per the instructions of the Engineer-in-charge.
- b) The works shall be executed as per the stipulated BOQ or schedule – B, specifications and drawings annex to tender documents of Government of Karnataka to the extent applicable and in case non availability of any specifications, then BIS specification (ISI) with updated correction shall be followed. In case of items not conforming to the above work/works the same shall be executed as per the standard method followed in the building construction and as directed by the Engineer-in-charge whose decision shall be final and binding.
- c) Rates quoted for all the items in the schedule 'B' shall be inclusive of cost of all material, labour, curing [For Cement & Concrete items], equipments with all lead, lift, loading, unloading, stacking, transportation, hire charges of machinery, fixtures and all other incidental charges required for successful completion of work and as directed by the Engineer-in-Charge of work. Under no circumstances no extra charges will be paid on this account.
- 5.2** The cement used for works shall be procured by the contractor and the item rates quoted for the works shall include the cost of cement, transportation, storing and handling etc., also. The cement to be used for the construction should be of 43/53 grade OPC IS 8112-89 or grades as approved by the Engineer in charge and ISI marked reputed brands. The approved agency should produce necessary test certificate for each consignment. However, the KSPH & IDCL will get the cement tested at random at the cost of the agency and payment for such works will be made only after getting satisfactory test reports and in case of failure of prescribed test, such consignments will be rejected and the work done using such consignments of cement should be rebuilt.
- 5.3** The reinforcement steel / all structural and other steel materials used on works shall be procured by the contractor and the item rates quoted for the works shall include cost of all materials transportation, storing, all leads and lifts, handling fabrication, erection etc., The steel to be used shall conform to relevant Indian Standards, the steel shall be procured from the Government manufacturers like TISCO, SAIL and RINL or any steel manufactured by the primary plants (TMT Steel from Iron ore) or from their authorised dealers which meets BIS Specification & Standards. The agency should procure necessary test certificates from a recognized testing laboratory, however steel will be got tested by the KSPH & IDCL at random at the cost of the agency and payment for such works will be made only after getting satisfactory test reports.
- 5.4** Whenever RMC is not practicable either due to Concrete quantity being less or due to inaccessibility, the contractor may be permitted to make use of equivalent grade design mix with the approval of the Engineer in charge of the work. Obtaining mix design proportions from reputed laboratories and placement will be sole responsibility of the contractor. No extra payment will be made towards such changes.



**5.5 Quality Control: (This should be read in conjunction with clause No. 26 of Conditions of contract)**

During the construction of the buildings the concrete and all building materials used shall be tested regularly for its quality and strength as per the Indian Standards by an independent agency. No untested / test failed material shall be used on works. The cost of the tests will be borne by the Contractor. Further if the test results of the materials used on works are not as per the specification/standards or do not tally with the standards prescribed, a penalty of Rs. 1.00 Lakh (Rs. One lakh only) will be levied on each instance to the contractor and the defective work may be got demolished and the contractor will be required to reconstruct the same as per the original approved drawing at his risk and cost. Before levying of any penalty regarding quality control aspects the matter may be referred to a 3rd party, who shall be a reputed quality control agency. The decision of this 3rd party as regards quality aspects will be final and binding.

- 5.6 The successful agency is also required to establish one field quality control lab for works more than Rs.50.00 Lakhs for the purpose of all the necessary routine tests of building materials used and also cement mortar, concrete. These tests shall be conducted by the agency under the supervision of EMPLOYER Staff as per NBC & BIS. The test records will be duly maintained in the prescribed manner at all sites and failure to do so will invite the penalties prescribed above. The C&MD has the right to depute any Quality Control Personnel to sites on surprise inspection and take suitable action if the work is not as per the specifications. The records shall be made available to KSPH & IDCL authorities as and when called for.
- 5.7 For any deviation from prescribed standards incase of electrical materials a penalty of Rs. 10,000/- will be levied in each instance and the contractor will have to replace materials and redo the work at his cost to the satisfaction of the Engineer-in-charge.
- 5.8 The colour scheme for walls, doors, windows etc., are to be got approved from the concerned Executive Engineer well in advance. The painting works carried out without the prior approval will not be accepted.
- 5.9 The agency should make arrangements to place / construct the water tanks at the final roof level, as directed by the Engineer-in-charge of the work. The agency will take action for the conservation of energy including rainwater harvesting as directed by the Engineer-in-charge of the work.
- 5.10 The proposed buildings are of framed type/ conventional buildings. Structural details of the foundations, and other structure details of the super structure like columns, beams and lintels & roof slab would be made available to the contractor by EMPLOYER Ltd., and the work shall be carried out accordingly.
- 5.11 (a) The agency should make his own arrangements for obtaining water supply and power supply for construction activities and also formation of necessary approach roads for movement of men, machinery and materials required for construction purpose at his own cost. Necessary assistance in addressing the concerned authorities will be provided by the KSPH & IDCL.
- (b) The agency should make necessary arrangements for getting approval from the competent authorities (BWS&SB / KUWS&DB / Municipal Authorities / Local bodies and providing Permanent Water Supply and Sewerage connections to the proposed building / buildings. The expenditure so incurred for the same will be reimbursed to the agency after the production of due receipts from the competent authorities by the Contractor. Before handing over the building to the user Dept., the exact location of the water supply and sanitary lines have to be clearly marked on final built-up drawings & layout plan duly counter signed by KSPH & IDCL or Unit Officer of User Dept.

(c) For shifting of electrical lines (i) HT / LT line has to be carried out by the agency in concurrence with the concerned ESCOM. The expenditure incurred for shifting of HT line will be reimbursed as per the estimate sanctioned by competent authority ESCOM. While handing over the site to the agency, the presence of HT / LT lines in the layout plan should be specifically indicated by EMPLOYER duly counter signed by user Dept. The necessity of shifting of HT / LT lines should be justified and to the extent possible proposed building may be adjusted for construction without disturbing existing HT / LT lines. (ii) However the LT line has to be shifted at the cost of the Agency.

- 5.12 a. KSPH & IDCL has a web site with URL [www.ksphc.org /pwa](http://www.ksphc.org/pwa) to enable uploading of project details with time schedule and contract rates. The Web Based Project Monitoring System (WPMS) with MS Project 2007 application is used for tracking the progress of work and e-Billing. The successful contractor should use MS project 2007 application and furnish a program of works along with the Gantt chart for approval within 15 days from the date of handing over of Site or issue of LOA which ever is earlier. One time charge of Rs. 5000/- for publishing for the Project in WPMS will be recovered in the 1<sup>st</sup> RA Bill.

The Contractors should periodically upload relevant information such as documents; update the actual progress achieved and upload photographs of construction activities at different stages of work to MS Project server through web access.

The contractor shall obtain from KSPH & IDCL the required user name and password to get access for this purpose. In case of failure to upload the progress details and photos monthly to depict the progress of work, a sum of Rs 5000 /- for each month of default will be recovered from the contractor bills for each work. Further the Contractor has to invariably submit RA Bill every month.

- b. Part payment of an amount equivalent to 80% of the net value of the bill (i.e. the amount available after deducting statutory recoveries on 100% of gross value of the bill) will be made within 2-3 working days of receipt of manual bill/e-bill in the Head office whichever is earlier. Remaining 20% payment will be released only after detailed scrutiny and due recommendation by Superintending Engineer (Head Quarters)/Chief Engineer, Bangalore taking into account adherence to timely completion and quality of the work and also on receipt of the required manual bill or e-bill as the case may be.  
– Deleted -
- c This part payment is under the discretion of KSPH & IDCL to facilitate the work and if for any reasons this part payment is not made contractor will have no claim. – Deleted -
- d. Payments on penultimate and final bill will be released at 50% of the net value of the bill and final bill will be settled after detailed auditing of the bill.
- 5.13 The water supply, sanitary and electrical system should be tested for satisfactory functioning by making suitable local arrangements by the agency if the regular supply arrangements are not available at the time of completion.
- 5.14 - Deleted -
- 5.15 In the event of works being stopped for any litigation or otherwise the KSPH & IDCL reserve the right either to shift such work to any location within the jurisdiction of the State or to withdraw such work. No claims on this account will be entertained.

**5.16 a) Performance Security (Security Deposit):**

The Contractor shall furnish Performance Security in the form of Bank Guarantee issued by a Nationalised Indian Bank/ Scheduled bank for an amount as applicable which shall be valid for a period of either

- i) Covering a period of Two months beyond the Defect Liability Period & Maintenance Period effective from the date of completion of work.
- OR
- ii) Covering initially a period of contract period with annual extension of validity thereafter up to two months beyond the Defect Liability / Maintenance Period. The Contractor shall give the further validity one month before the date of expiry of the Bank Guarantee submitted earlier; otherwise KSPH & IDCL shall have the liberty to encash the Bank Guarantee.

**b) Release of Performance Security:**

The performance security will be released only on completion of Defect Liability Period.

**c) Defects Liability Period:**

The agency should stand guarantee for the quality of work and performance for the work executed during Defects Liability period. Defects Liability period shall mean the period after the date of handing over of the work to the user on its satisfactory completion & there on issue of certificate of completion of work by the Engineer-in-charge during which the structure has to function in a defect free manner & to rectify defects if found / serviceability the entire responsibilities on the part of the contractor. Defects Liability period shall be **24 months** from the date of completion as certified by the Engineer-in-charge. During Defects Liability period any defects found in the work executed, the agency is solely responsible for repairing / replacing the required part of the work and also the agency should attend to any defects immediately after the receipt of the intimation from EMPLOYER. This clause is in addition to other penalties leviable on account of quality issues included in the contract.

- a. **Client satisfaction** is critical to the continued growth and success of the KSPH & IDCL. The Contractor will assist EMPLOYER in all client interfaces and work hand in hand with the KSPH & IDCL representatives to resolve issues raised by the client during the hand over of the facility. The Contractor will be present for all such client meetings and help to ensure full client satisfaction.
- 5.17 It is the sole responsibility of the approved agency to get all the details related to the construction activity approved at relevant stages well in advance, so as to keep the building activity continuous. There should not be any claims in this regard.
- 5.18 The tender / bid conditions as enclosed will form part and parcel of the bid and the intending agency should furnish a declaration that he will abide by the terms and conditions indicated in the tender documents failing which the bid will be summarily rejected.
- 5.19 The progress of works will be reviewed by the competent authority, every Fortnight as regards the milestone fixed and the agency is liable to pay the prescribed amount of Liquidated damages as per Contract data for not achieving the milestone. The decision of the C&MD in this regard is final.
- 5.20 When once the agency submits the bid schedule by participating in the bid it is certain that the agency has agreed to all terms and conditions and content of the Bid.
- 5.21 The agency shall keep the KSPH & IDCL indemnified and shall held KSPH & IDCL harmless against all or any costs, liabilities, compensation, claims, damages, which KSPH & IDCL may suffer/incur an account of or caused by or arising out of or in relation to any accidents/threats/loss of life / disputes etc.,

5.22 Any error in the description in the Schedule of works, items or any omission there will not vitiate the contract or release the agency from execution of whole or any part of the work contemplated therein according to the drawings and specifications or from any of the obligations under contract.

5.23 The work will have to be carried out without damaging any crop, adjoining land, building or any other property. If any claims for such damages arise the agency will be held responsible for the same and will have to settle the claims at their cost.

**5.24 Employment of technical staff**

a. Necessary qualified technical supervisory staff shall be employed at all locations for carrying out the works as per the specifications and directions of the Engineer-in-charge of the work. If an Engineering graduate is not employed for the work a sum of Rs. 10,000/- per month will be recovered from the Contractor bills. Contractor should have at least 10% of the work force trained and qualified for the job entrusted. The training and qualification of the workmen so deployed shall be as specified by the Engineer in charge of work.

Further documentary proof for the training that might have been undergone by the workmen shall be produced as and when demanded by the Engineer in charge or his authorised representative

c. The contractor shall employ technical staff during execution of this work:

- i. One Graduate Engineer with 5 yrs experience and One Engineer with 3 years experience when the cost of the work to be executed is more than 5000.00 lakhs and above;
- ii. One Supervisor (Graduate with 10 yrs experience) in a similar situation when the cost of the work to be executed is more than 5000.00 lakhs and above;
- iii. One Graduate Engineer with 3 yrs experience when the cost of the work to be executed is more than 100.00 lakhs;
- iv. One qualified Engineering Diploma Holder / Graduate Engineer with 3 yrs experience when the cost of work to be executed is less than Rs.100.00 lakhs;
- v. In addition to (i) and (ii) above, the contractor shall employ different types of such technical personnel as may be directed by the Executive Engineer to ensure efficient execution of work.

The technical staff so employed should be available at site whenever required by the Engineer in-charge to take instructions.

c. If the Contractor himself possesses the required qualification and is available at the site for receiving instructions from the Executive Engineer or other competent authority vide Sub-Clause(a) above it will not be necessary for the technical staff to be available at site for receiving instructions.

**5.25 Advance Payment (Mobilisation Advance) and Security:**

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
Mobilization	<b>15% of the Contract Price</b>	On production of un-conditional bank Guarantee. (to be drawn before end of 15% of Contract period)

(The advance payment will be paid to the Contractor no later than 30 days after fulfilment of the above conditions).

Contractor

Executive Engineer (Contracts)

**Repayment of advance payment for mobilization:**

- a. Mobilization advance upto a limit of **15% (Fifteen Percent)** of the contract value may be paid to the contractor on his request and on production of Bank guarantee of the same amount in the prescribed form acceptable to the corporation KSPH & IDCL from any Nationalized Bank / Scheduled Bank for mobilization and procurement of required materials, machinery and equipment.
- b. The recovery of advance paid under this contract shall commence after 10% (Ten percent) of the value of the work is completed and shall be recovered in full by the time 75% (Seventy five percent) of the value of the work is completed or **1 year whichever is earlier**. The successful bidder shall give an **undertaking to the effect that he will spend the amount thus drawn only on the works awarded to him and will strictly adhere to the program of works furnished by him and as agreed to by the corporation KSPH & IDCL, failing which an additional rate of interest at an incremental rate one percent (1%) per every month will be levied and if this mobilization advance is not utilized in a complete manner only on the works herein above mentioned within 1/4th the period allowed for completion of the works.**
- d. **The rate of interest of 9% per annum will be levied on the above advance and shall be calculated on the outstanding balance in each month.**
- 5.26 The Contractor should have a Computer installed and related Operating system with an Uninterrupted telephone connection during the construction activity in their site offices at the work spot. If need be the contractor should provide necessary facilities at the construction site to enable viewing of the building construction activities (Live streaming) by the officers of KSPH & IDCL and user departments.
- 5.27 As this work is being awarded to Class-III & above contractors o, the contractors are expected to bring to the notice of the concerned any suggestions for safety /effective functioning of the building depending on the site conditions. However implementation of such suggestions will be at the discretion of EMPLOYER.
- 5.28 All the materials should confirm to ISI standard specifications & such other standards may be prescribed by the KSPH & IDCL officer in charge of the work.
- 5.29 Necessary approaches requires in the site are to be made by the Contractor and no extra clause on this account will be entertained.

**6 Securities:**

- 6.1 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.

**7. -- Deleted -**

**8. CONTRACTOR TO SUPPLY PLANT, LADDERS, SCAFFOLDINGS, ETC., AND IS LIABLE FOR DAMAGES ARISING FROM NON-PROVISION OF LIGHT, FENCING ETC.**

The Contractor shall supply at his own cost all materials (except such special materials if any as may in accordance with the contract, be supplied from the KSPH & IDCL stores) plant, tools, appliance, implements, ladders, scaffolding, and temporary works requisite for the proper execution of the work whether, in the original, altered or substituted form and whether included in the specifications, or other documents forming part of the contract or referred to in these conditions or not, and which may be necessary for the purpose of satisfying or

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complying with the requirements of the Executive Engineer or other competent authority as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or the materials. Failing this, the same may be provided by the Executive Engineer or other competent authority at the expense of the contractor and the expense may be deducted from any money due to the contractor under the contract or from his Security Deposit or the proceeds of sale thereof, or of a sufficient portion thereof. The contractor shall provide necessary fencing and lights required to protect the public from accident, and shall also be found to bear the expense of defence of every suit, action or other legal proceedings, that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any suit, action or proceedings to any person, or which may with the consent of the contractor be paid for compromising any claim by any such person.

9. **Contractor has to meet the following IGBC requirements for IGBC ratings for the buildings identified by KSPH & IDCL. – Not Applicable ---**

1. Protection of natural landscape
2. Bidder has to take appropriate action to excavate top fertile soil & stacked separately prior to construction, for re use later.
3. Excavated soil is to be reused to the maximum extent possible.
4. Care shall be taken to prevent soil erosion.
5. RWH – Excess rain water from collection tank has to be diverted to either percolation pit (of size 3m in dia & 3m high) or to the nearest borewell for re charging.
6. Only certified wood has to be used.
7. Adequate illumination levels in construction work areas.
8. Mobile / permanent toilet for workers during construction.
9. First aid facility to workers.
10. Adequate drinking water facilities to workers.
11. Personal protective equipments to workers.
12. Dust suppression measure.
13. Day care/ crèche facility for workers' children.
14. Encourage practices to manage construction waste, thereby, avoiding waste being sent to landfills. (Collect all construction debris generated on-site. Segregate these waste based on their utility. Examine means of reusing such waste with in the project or other projects, (or) identify appropriate vendors to divert such waste to manufacturing units which would use them as raw materials. Typical construction debris in residential projects include broken bricks, steel bars, broken tiles, glass, wood waste, paint cans, cement bags, packing materials, etc.,)
15. Using locally available materials.

10. a) **Taxes and Duties :**

- a. The bidder shall submit the tax invoice showing the description, quantity and value of goods, the tax charged thereon and such other particulars as prescribed in sec 31 of the GST Act.
- b. The bidder shall submit tax invoice in addition to Running Account (RA) bill & contract certificate.
- c. The bidder must provide upon request by the KSPH & IDCL, the evidence to demonstrate that the contractor has complied with the Anti-profiteering clause of GST Law.
- d. In case KSPH & IDCL loses the credit on account of failure of whatever nature in complying with the GST requirement, the credit will be recovered along with the consequential interest and penalty.

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- e. The contract agreement will be executed between KSPH & IDCL in the capacity as an agent of the Government of Karnataka on whose behalf of the project.
- (b) The Rates quoted by the tenderer shall be exclusive of GST which will be paid separately as per the current SR order. Accordingly Bid Document section 2, ITT clause 7.3 shall be read as:

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

## 11. e Tendering Process:

*Eligible bidders / contractors shall be trained by e –Governance Dept, GOK on the procedure for placing their Technical & Financial bids online.*

**After attending the training the bidders are advised to place their bids online before the time frame specified in the Invitation for Tenders.**

### 11.1 Closed online bids:

The bidders are requested to note that only soft copy of the Technical & Financial document will be given for obtaining the price bids. The eligible bidders are required to accept the on line terms & conditions of contract before placing the closed online bids. The bidders are required to download the documents from Karnataka public procurement website and upload both Technical & Financial bids. their individual item rates based on the rates arrived at, by them for individual item online using Digital Signature during the date and time stipulated in the IFT.

## D. Submission of Tenders:

### 11.2 Closed online bid

Sl. No	Closed online rules
1.	Bidders must register in <a href="https://kppp.karnataka.gov.in">https://kppp.karnataka.gov.in</a> internet site as per the training given by Karnataka Public Procurement. Bidders are advised to make a note of their User name and Password after the registration. The username and password are case sensitive. Bidders are requested to change the pass word and also not to reveal the same to anyone else.
2	<b>Closed online bid:</b> The bidders shall send their declaration regarding compliance to the terms and conditions online before submitting the closed online bid.

### 11.3 e Tendering Process Compliance Statement

The following terms and conditions are deemed as accepted by the Tenderer on participation in the bid event:

- a. The bidders are required to upload their individual item rates based on the rates arrived at by them for individual item online during the date and time stipulated in the IFT
- b. Tenderer cannot change price once submitted.
- c. The EMPLOYER will make every attempt to make the bid process transparent. However, the award decision by the EMPLOYER would be final and binding.
- d. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of Karnataka Public Procurement Portal of Govt of Karnataka (GOK) or the KSPH & IDCL. However Karnataka Public Procurement Portal of (GOK) shall make every effort to ensure availability of technology resources to enable continuous bidding. Procurement Portal of (GOK), does not guarantee continuous, uninterrupted or secure access to its services, and operation of the site may be interfered with by numerous factors beyond of its control.

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- e. Karnataka Public Procurement Portal of (GOK), does not take responsibility beyond the bid event. Order finalization and post order activities would be transacted directly between the bidder and KSPH & IDCL.
- f. The bidder must register with KSPH & IDCL before participating in the tender. Other Contractors, including those registered on Karnataka Public Procurement Portal of (GOK), do not automatically qualify for participation.
- g. Bids once made cannot be withdrawn or modified under any circumstances. In the case of a bid being withdrawn action will be initiated as per the tender conditions. The EMPLOYER reserves the right to either initiate a fresh auction or enter into negotiations with the remaining Contractors in addition to any other action that may be taken by EMPLOYER.
- h. The KSPH & IDCL along with Karnataka Public Procurement Portal of (GOK), can decide to extend reschedule or cancel an auction.
- i. Karnataka Public Procurement Portal of (GOK) nor any related company, nor any of its owners, employees or other representatives will be liable for damages arising out of or in connection with the use of this site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages and claims of third parties.

**Note:** In case of any operational problems arising during the submission of closed online bids process is under progress, the same may have to be reported to KSPH & IDCL & Karnataka Public Procurement Portal of (GOK). The decision to reschedule, postpone or cancellation the entire process will be taken by KSPH & IDCL based on the merit of such reports. In case of temporary suspension, when the closed online bids will be restarted will be intimated to the bidders on Karnataka Public Procurement Portal of (GOK) Website.

In case of postponement or cancellation the same will be intimated to all the bidders over <https://kppp.karnataka.gov.in>, Website. The bidders are advised to visit <https://kppp.karnataka.gov.in> for any IFTs, circulars, corrigendum etc.,

I / We have read, understood and agree to abide by the e-Tendering process compliance Statement.

Date :  
 Organization :  
 Name :  
 Designation :  
 Signature :  
 Seal :

## **12. Seeking justification from the contractor for seriously Unbalanced Amount.**

13. The Earnest Money Deposit will be forfeited & a Criminal case may be lodged if the tenderer submits any fake document concerning the Pre-Qualification Norms or any other matters concerning the Tender.
14. Any authorized communication to the agency, to the contact details provided by the agency in the Tender Document or subsequently at any stage in a valid manner through e-mail / phone / fax / SMS will be considered as a legal communication.
15. If Extension of Time (EOT) is required for completion of work, the agency should submit the EOT proposal along with the Extended Bank Guarantee for the required period, at least one month prior to the due date of completion. In case of failure to seek such EOT and/or to provide extension of Bank Guarantee the penalty for delayed execution will be at double the rate prescribed in the agreement on pro-rata basis until such EOT is required and BG extended.

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16. The Successful agency should submit both Physical & Financial Bar Charts during agreement.  
– **Not Applicable** -
17. If any agency is having ongoing works of KSPH & IDCL, with Extension of Time (EOT) due to its own reasons in which work completed is not even 75%, such agency may be disqualified technically until completion of the existing work.
18. The Successful agency should have a valid MOU with Class-I Electrical / Water Supply & Sanitation Sub Contractor while executing the Agreement and a copy of the same should be part of the agreement. – **Not Applicable** –
19. The Contractor shall also furnish the Earnest Money Deposit in the form of “e-Bank Guarantee” issued by Nationalized Banks/Scheduled Commercial Banks. (as per G.O.No.FD5 Exp-12/2023 dtd:10.02.2023)
20. The Contractor shall also furnish performance security in the form of “e-Bank Guarantee” issued by Nationalized Banks/Scheduled Commercial Banks. (as per G.O.No.FD5Exp-12/2023 dtd:15.02.2023).
21. Even though, the Tenderer meets all the Qualifications, they are subject to the Accepting Authority as per Clause 3.4 of K/W-2 under Section-2 : Instructions To Tenderers (ITT), Chapter-A.
22. All the bidders should invariably follow the Rules laid under following Government Orders  
(For more details visit website [www.finance.karnataka.gov.in](http://www.finance.karnataka.gov.in))
- i) G.O.No.FD 908 EXP -12 / 2019 Bangalore Dtd:21.07.2020
  - ii) G.O.No.FD 455 EXP -12 / 2020 Bangalore Dtd:25.08.2020
  - iii) G.O. Circular No.FD 455 EXP -12 / 2020 Bangalore Dtd:10.03.2021
  - iv) G.O. Circular No.FD 455 EXP -12 / 2020 Bangalore Dtd:29.03.2021  
As per G.O. Circular No.FD 54 Exp-12/2022 Bangalore Dtd:29.01.2022 Debarment Committee Constituted, Head Office Order No.PHC/Debarment/Proceedings/10/2022-2023 Dtd:04.05.2022
  - v) G.O.No.FD 5 EXP-12-2023 Bengaluru Dtd:10-02-2023
  - vi) G.O.No.FD 5 EXP-12-2023 Bengaluru Dtd:15-05-2023
  - vii) G.O. Circular No.FD 678 EXP -12 /2023 Bangalore Dtd:06.06.2025
23. ‘Arbitration Clause’ in the Government Contract/Tenders etc. is withdrawn as per Circular by Govt. of Karnataka vide No. LAW-LAC/198/2024, Dated:16.11.2024

## SECTION 6: CONTRACT DATA

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

The following documents are also part of the Contract: **Clause Reference**

The Employer is :

Name: \_\_\_\_\_ [1.1]

Address: \_\_\_\_\_

Name of authorized Representative: \_\_\_\_\_

The name and identification number of the Contract is

\_\_\_\_\_  
[insert name and number as indicated in the Invitation for Tenders ]. [1.1]

The Works consist of -----

[brief summary, including relationship to other contracts under the Project].

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

The Intended Completion Date for the whole

of the Works is -----<sup>21</sup> [15, 22]

The following documents also form part of the Contract: [2.2]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Site Possession Date is <sup>22</sup> : [18]

The Site is located at \_\_\_\_\_ [1.1]

and is defined in drawings nos. \_\_\_\_\_

\_\_\_\_\_  
The Defects Liability Period is <sup>23</sup> **24 months** . [27]

**The Liquidated Damages for the whole of the Works are 0.1% for the balance works.**

**The Maximum Amount of Liquidated Damages for the whole of the Works: 10% of Final Contract Price.**

The date by which “as-built” drawings (in scale ...) in 2 sets are required is within 30 days of issue of certificate of completion .. [41]

**The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is Rs. ----- [41]- NOT APPLICABLE-**

**The photographs of before and after repair works has to be submitted along with the bills.**

The following events shall also be fundamental breach of the contract: [42.2]

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

The percentage to apply to the value of the work not completed representing the Employer's [43.1] additional cost for completing the Works shall be 30 percent.

**SECTION 7: SPECIFICATIONS**

-----Refer Karnataka Public Procurement Portal-----

**SECTION 8: DRAWINGS**

-----Refer Karnataka Public Procurement Portal-----

**SECTION 9: BILL OF QUANTITIES**

-----Refer Karnataka Public Procurement 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 for details please refer ITT Clause 24.1 (a)
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

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

To: ----- *[name of Employer]*

----- *[address of Employer]*

WHEREAS ----- *[name and address of Contractor]* hereinafter called "the

Contractor") has undertaken, in pursuance of Contract No.-----dated ----- to execute --

----- *[name of Contract*

*and brief description of Works]* (hereinafter called "the

Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs.----- *[amount of guarantee]* <sup>63</sup> 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]* <sup>64</sup> 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 Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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## GENERAL SPECIFICATIONS

1. All specifications of various items of work pertain to Karnataka Public Works Department latest Schedule of Rates (SR) book. For the points not covered by these Specifications in the SR and for the portions thereof and if no mention be made there in, the written instruction of the Engineer-in-charge shall be binding on the contractor.
2. Before starting the work the contractor or his duly authorised agents shall be present while taking ground levels along and across the alignment of the various works etc. and shall have to sign the Field book, and also working plans showing working longitudinal and cross sections of the alignment in token of having accepted the ground levels without which they will not be allowed to start the work.
3. **Excavation:** Excavation for foundation shall be done upto depth and in steps with sides properly sloped as shown on plans, without any charges etc., except when instructed in writing by the Engineer-in-charge. Only depths and widths according to plan or as per written orders of the Engineer-in-charge shall be measured and paid for.

Any damage done to the work due to the contractors operation including shuttering the materials beyond the excavation lines shall be repaired at the expense of the contractor. Any and all excess excavation or over breaking performed by the contractor for any purpose or reason except as may be ordered in writing by the Engineer-in-charge and whether or not due to the fault of the contractor shall be at the expense of the contractor. Cost of refilling for all such excavation with materials to be specified by the Engineer-in-charge have to be done by the contractor at his expense.

4. **WORKMANSHIP AND LABOUR:**

The quality of all materials, tools, operators and labour used on the work shall be subject to the approval of the Engineer-in-charge or his authorised agent who shall have power to order immediate removal by the contractor any of the above that may not be needed.

In case of failure to carry out orders of removal with the time specified, the Engineer-in-charge or his authorised agents shall get the same removed at the contractor's expense.

5. **KEEPING DRY AND PUMPING:**

Unless otherwise specially provided for in the contract, the contractor will at his own expense keep all portions of the work free from undue water, whether due to the springs soakage ect., and will use his own implements and machinery for this purpose.

6. **FACILITIES FOR INSPECTION:**

The work at all the times be open for inspection by the Engineer-in-charge or his duly authorised Assistant and the contractor shall arrange easy access to every part of the work and shall provide such ladders, scaffolding and lifts for this purpose as necessary without payment.

7. **DELIVERY OF WORKS:**

The final bill will be prepared after the work is handed over to the Engineer-in-charge or his duly authorised representative in a thoroughly complete, clean, sound and workman like manner.

8. **EXTRA ITEM:**

Whenever the contractor is ordered by the Engineer-in-charge or the person duly authorised by him; to execute any item of work, which is not in his tender, it shall be the contractors duty to see

that the order is duly entered in the order book on the work, unless and separate communication to this effect is received by him, it shall be his duty to get the rates sanctioned for the item by the appropriate authority. For any extra item of work not thus ordered either by an entry in the order book or separate communication, the contractor shall have no claim to payment.

9. **COMPLIANCE WITH BY-LAWS ETC. & PROTECTIONS AGAINST ACCIDENTS ETC.:**

Contractor is responsible for complying with all acts by –laws, municipal, KPTCL and other regulations for the provisions and maintenance of lights during nights, barricading providing any other protection that may be necessary for the execution of works and contractor is liable for all claims that may arise due to accidents of nuisance etc.

10. **DISPUTES:** Disputes on the points between the Engineer-in-charge and the contractors shall be referred to the CMD KSPH & IDCL whose decision shall be given in writing and shall be final and legally binding on the contractor.

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11. **TOOLS ETC:** The contractor shall unless otherwise specially stated in the contract, be responsible for the payment of all import duties octroi duties, quarry fees etc. on all materials and articles brought to site.
12. **TREASURE TROVE AND MATERIALS FOUND DURING THE EXCAVATION OF THE WORK:** All materials of treasure trove obtained from excavation, demolitions or other work on the site are the property of EMPLOYER.
13. **CLEARANCE OF SITE:** The site described and shown on the plan is to be cleared of all obstruction, loose stones and materials, rubbish of all kinds as well as trees and brush wood, the roots being entirely grubbed up.

The products of the clearing to be stacked in such a place and manner as ordered by the Engineer-in-charge. In jungle clearing all trees not specially marked for preservation, builders, jungle wood and brush wood shall be cut down and their roots grubbed up. All wood and materials from the clearings, will be the property of EMPLOYER and should be stocked as the Engineer-in-charge directs. All holes or hollow, whether originally existing or produced by digging up roots, shall be carefully filled up with earth well rammed and leveled of, as may be directed.

14. **LINE OUT:** The contractor shall provide for materials at his own cost, such as flags strings, pegs, nails, pillars paints, etc. and labour required for ascertaining of the initial ground levels at the different stages of excavation and construction of masonry or other structures. The measuring instruments and devices used shall be of EMPLOYER and shall be acceptable to the contractor. Any dispute in regard to the accuracy of the measuring instruments and the devise shall be subject to the final decision of the Engineer-in-charge of the work.

#### **MATERIAL FOR CONSTRUCTION:**

15. **STONES:** Except where otherwise stated the word 'Stone' mentioned in these specifications means best trap or granite stone obtained from quarries approved by the Engineer-in-charge stones obtained from unapproved and inferior stones obtained from approved quarries will be rejected.

#### **Stones having any skin or covers of earth shall not be used.**

All stones shall be fine or medium grained bright in colour breaking with a clear structure making a ringing sound when struck with hammer.

Quarrying within 2 furlongs of the work shall not be done without the written permission of the Engineer-in-charge.

16. **COARSE AGGREGATE:** Coarse aggregate shall be as per ISI specifications. The coarse aggregate for concrete shall consist of hard dense, durable uncoated, crushed, rock fragment and shall be free from injurious amounts of friable, thin elongated or alkali, organic matter or other substances. Round pebbles flaky and decayed stone shall not be used.

The broken stone shall be free from all dusts and dirt and washed if necessary, to ensure that all faces of the broken stones and perfectly clean.

17. **Sand:** The source and quality of the sand to be used shall have to be approved by the Engineer-in-charge. The sand shall be as per ISI specifications. The sand shall consist of hard, durable, dense uncoated rock fragments, and shall be free from injurious amounts and dust lumps, soft or flaky particles, shales, alkali, organic materials and other deteriorated substances.
18. **CEMENT:** Only the cement of 43/53 grade conforming to IS specification shall be used on works. Test reports of the cement to be used on works for each consignment shall be made available to the Engineer in charge and only after his approval the same may be used for works.
19. **WATER:** Water to be used for the work shall be clear and free from alkali, acid oil or other deleterious substances and generally fit for drinking.
20. **PROVIDING CEMENT CONCRETE:** The material used i.e., water, cement and aggregate shall be of approved quality and the grading of the aggregate shall be as specified at the time of concreting and shall confirm to IS specifications.



21. **PLACING CONCRETE:** Concrete shall be placed only in location where authorised and no concrete or mortar shall be placed until Formwork, installation of embedded parts, preparation of surface and necessary clean up has been done and checked to be in conformity with specification and drawings. Earth foundation, on which concrete is to be laid shall be firm, drained, oil free or any soft and other objectionable materials and on which there is no standing or running water. Rock surface or rigid masonry or concrete surface upon over against which, concrete is to be placed, shall be prepared in the same manner as rock foundation or old masonry or concrete surface over old masonry. All concrete shall be placed directly in its final position and compacted within 30 minutes after being mixed. Concrete shall not be dropped from excessive distance and the free fall should be kept to a minimum to avoid segregation, air entertainment and damage to form work.
22. **RATE OF PLACE:** Concrete shall be continued without interruption when it is unavoidable until the structure or section is completed or until satisfactory construction joint can be made. Concrete shall not be placed faster than the placing crew can compact it properly. The difference in elevation between adjacent blocks shall not exceed 38 cms (15 inches) .
23. **CONSOLIDATION:** Each layer of concrete, especially where smooth surface is required and for all surfaces which will be permanently exposed to the weather, and for all surfaces next to embedded metal work, the concrete shall be worked, or vibrated to obtain concrete of maximum density and imperviousness and to assure proper contact of the concrete with the form and reinforcement bed. Ordinary hand methods consisting of ramming, tamping and skying with suitable tools and tamping shall be permitted only in situation where it is impracticable to use power vibrators. Excessive vibrators sufficient to prevent segregation and liners of tending to bring in excess of liner particles to the surface shall be avoided. Vibrators shall be inserted to lower course that was commenced first before final setting takes place.
24. **CHIPPING AND ROUGHENING CONCRETE SURFACE:** Surface upon or against which additional concrete is to be placed shall be chipped and roughened to a depth not greater than one inch on the surface. The roughening shall be performed by chipping or other satisfactory method and in such a manner as not to loosen, crack or shatter any part of the concrete beyond roughened surface. After being roughened the surface of concrete shall be cleaned thoroughly of all loose fragments, dirt and other objectionable substances and shall be sound and hard and in such conditions as to ensure good mechanized bond between old and new concrete.
25. **CURING AND PROTECTION:** All concrete shall be protected against injury until final acceptance. Concrete shall be kept continuously moist for not less than 21 days. Construction joint shall be cured.

The Contractor should establish at site of work a well equipped laboratory with calibrated measuring instruments / equipments for testing raw materials like cement, sand, aggregate, water etc, equipments for casting concrete and mortar for testing for slump tests and strength.

#### **GENERAL SPECIFICATIONS ON THE USE OF MACHINERY:**

All the machinery that will be deployed on the work shall be approved and thoroughly complying with the specifications of each machine or parts and shall have been manufactured by reputed and qualified firms. All the machinery employed on the work shall be open to inspection at all working hours by the Engineer-in-charge and any effective part of the machine which requires replacement shall be promptly replaced failing which the Engineer-in-charge, shall be at liberty to cause the defective fittings removed from site of work at the cost of the contractor.

26. **OPERATORS:** The machines shall be in charge of efficient and trained operators, which terms shall include drivers, mechanics, or other personnel who are actually operating the machines. The Engineer – in-charge has the right to test untrained or under trained operators, etc. as deemed necessary by him for the class of machinery which he is to operate and shall drive out such of the operators who fail in the tests.
27. **SAFETY PRECAUTION AND OTHER OBLIGATIONS UNDER LABOUR LAWS AND RULES:**  
All reasonable safety precautions for the safety of workers shall be taken. The contractors shall be responsible for the maintenance of all regulation under the factory act, building and other construction workers (Regulation of Employment and conditions of service) Act 1996 (Central Act) and Building and other construction workers (Regulation of Employment and Service condition) Central Rules 1998 Building and other workers Welfare Cess Act 998 and Rules 1998, work-men compensation act, minimum wage act and other acts/rules of Govt. of India or Govt. of Karnataka including regulations of Karnataka PWD in-force from time to time for the safety, health and other welfare measures for the

workers employed by him. in addition the contractor shall provide adequate protection to all workers employed by him against natural elements such as rain and wind etc., during working hour and provide free pure protected drinking water during working hours.

Contractor is responsible for maintaining all registers required under various Acts and rules (Central and State) in force from time to time covering the safety, health and other conditions of service of works and maintenance of records, registers, instructions etc.

28. **NON STOP OPERATION:** In the continuous or non stop operations suitable shifts or working hours for each shift shall be maintained. The contractor is liable to pay extra payment for all extra hours of work done by the workers employed by him as per relevant labour laws
29. **TESTS:** The Engineers of KSPH & IDCL shall have right of entry at all times to examine and test, measure, count, weigh, take bores, or in any manner satisfy himself that the work executed is according to the specifications and required strength. Any portion of work got disturbed, during such tests, shall be made good by the contractors, without extra cost. The Engineer-in-charge has the right to change the design proportions, mixes within reasonable limits to ensure requisite strength of the structure.
30. **ADEQUATE ARRANGEMENTS TO ACHIEVE PROGRESS:** The Engineer-in-charge shall have the right to advise the contractor on the strength, quality and nature of labour to be employed on work to maintain progress on the work, commensurate with the strength of structure. Similarly, he shall advise the contractor on the nature and adequacy of the machinery that are required on the work.
31. **BAILING OUT OR DEWATERING:** There is no separate item of dewatering or bailing out water in this tender. The rates for various item quoted by the contractor, shall include the cost of dewatering. No separate payment will be made to the contractor on any account for this item.
  1. Adequate arrangements shall be made by the contractor for dewatering the foundation trenches and excavation and keeping the same dry while the masonry or concrete work is in progress and till the Engineer-in-charge considers that the mortar is sufficiently set.
  2. The rates of items where it involves dewatering, the item rate quoted shall cover the cost of the complete bailing out of water required for all the items by the contractor and upto the complete construction of the entire structure and also covering the time required for passing the foundations and taking measurements of all work done. No separate payment will be made to the contractor on any account for the work of dewatering.
  3. The rates for the various items include the cost of shoring coffer dam channels or other incidental devices necessary for diverting the water met within foundation. The coffer dam and the diversion channel shall, however, be maintained in good repair and working condition till the completion of the structure or until such time, as in the opinion of the Engineer-in-charge till the coffer dam/or and diversion channel is no longer necessary. Bailing out water necessitated by the failure to maintain the coffer dam and diversion channel will not be paid for separately under any conditions.
  4. No extra shall be paid for removing any stuff outside which might find excess due to rains or for reasons whatsoever from the sides or bottom of the foundation trenches and excavation or from else where when the dewatering operations are in progress.
  5. The contractor must assure himself by making the necessary investigation regarding the depths to which foundations are likely to go, if any work is ordered to be done beyond dimensions or deviations marked in the drawings, no extra rate other than the rate for the unit of work quoted by the contractor be paid.
  6. The contractor shall make arrangements for necessary plants such as pumps, Engines other materials required in this connection.
32. **MASONRY:** The face work shall be built of selected stone sound and free from cracks or joints. The face work shall be built in parallel courses of 20cms to 28cms. In height and all the stones in each course shall be equal height and the height of all courses preferably of same height but where it is not possible no course shall be thicker than any course beneath its.
33. The un-coursed rubble masonry shall be carried out simultaneously with the face work. Care being taken to ensure bond in each course and shall have number of stones laid vertically as directed to ensure proper bond.  
The face stone shall be paid as header and structure alternatively in each course the headers being arranged to come as nearly as possible in the middle of the structures above and below and the stones shall break joints on the face for atleast half the height of the course. No under pinning of and description shall be allowed. Constructed masonry wall shall be wetted frequently and kept moist for a period to be specified by the Engineer-in-charge.

34. **MEASUREMENTS:** The methods of measurements for some items are briefly described below.
35. **EXCAVATION:** All excavation shall be measured as the original volume in undisturbed condition in site.
36. **DRILLING:** The drilling holes shall be measured as the actual number of linear meter of holes drilled including linear meter drilled through concrete or masonry of dam. The drilling holes for blasting shall be considered as the part of the excavation operation and no separate measurements of such holes will be made.
37. **CONCRETE:** Concrete shall be measured as the volume of concrete in place of the structure. This item shall include all materials in all forms, form lining, and fixture, framing and scaffolding and all operations in connection with batching and mixing, conveying, placing and curing of concrete. It shall also include batching and finishing operations except where special finishing as defined and as per specifications is required. In measuring concrete the volume of openings, embedded pipes and metal work except reinforced bars and anchor bolts and bars will be deducted.
38. **REINFORCEMENT:** Reinforcement shall be measured as the weight in Tonnes of the actual quantity of steel reinforcement placed in the structure, spacers and tie bars, it shall also include weight of metal chairs supporters, clips used to set and fix reinforcement in place. This will not apply in case of steel for RCC if steel is supplied by KSPH & IDCL.
39. **CEMENT POINTING:** The exposed faces shall be measured in superficial area.

## **ANNEXURE I**

### **The Karnataka Public Works Department Contractor's Labour Regulations**

#### **SHORT TITLE**

These regulations may be called the Karnataka Public Works Department Contractor's Labour Regulations.

#### **1. DEFINITION:**

In these regulations unless otherwise, expressed or indicated the following words and expressions shall have the meaning hereby assigned respectively that is to say:

- i) Labour means workers employed by the contractor or EMPLOYER directly or indirectly through sub-contractor or any other person, or any agent on his behalf on a payment not exceeding Rs.400/- per month and will not include supervisory staff like overseers etc.
- ii) Fair wages means whether for item or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified, the wages prescribed by the Karnataka Public Works Department for the district in which the work is done.
- iii) Contractors shall include every person whether a sub-contractor head or agent employing labour on the work taken contract.
- iv) Wages shall have the same meaning as defined in the Payment of Wages Act, 1936 and included item on piece rates wages.

#### **2. WORKING HOURS:**

- a) Normally working hours of an adult employed should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest if any, it shall not be over more than 12 hours on any day. NO CHILD labour (below the age of 15 years) should be employed.
- b) When an adult worker is made to work for more than 9 hours on a day or for more than 48 hours in any week he is entitled to double the ordinary rate of wages.
- c) Every worker shall be given a paid weekly holiday normally on Sunday.

#### **3. DISPLAY OF NOTICE REGARDING WAGES ETC.:**

The contractor shall (a) before he commences his work on contract, display and correctly maintain in clean legible condition in conspicuous places on the work, notices in English and in the local language spoken by the majority of the workers, giving the rate of wages which have been certified by the Executive Engineer, the Superintending Engineer, or The CMD, or Regional Labour Commissioner, as fair wages and the hours of work, which such wages are earned and a copy of such notices shall be sent to the certifying officers.

#### **4. PAYMENT OF WAGES:**

- i) Wages due to every workers shall be paid to him directly.
- ii) All wages shall be paid on current coin or currency or in both.
- iii) Arrears claimed after 2 months after the completion of the work shall not be entertained.

## **5. FIXATION OF WAGES PERIODS:**

- i) The contractor shall fix the wages period of which the wages shall be payable.
- ii) No wages period shall exceed one month.
- iii) Wages of every workers employed on the contract shall be paid.
  - b. In case of establishments in which the wage period is on weekly basis within three days from the end of the wage period and
  - c. In the case of other establishment before the expiry of the 7<sup>th</sup> day or 10<sup>th</sup> day from the end of wage period according as the numbers of the workers employed in such establishment does not exceed 100 or exceeds 1000.
- iv) When the employment of any workers is terminated by or on behalf of the contractor the wages earned by worker shall be paid before the expiry of the days succeeding the one which is employment is terminated.
- v) All payment of wages shall be made on a working day except when the work is completed before the expiry of the wages period in which case final payment shall be made within 48 hours of the last working day at work site and during the time.

NOTE: The term working day means a day on which the labour is employed and the work is in progress.

## **6. WAGE BOOK AND WAGE SLIPS ETC.:**

The contractor shall maintain a wage book of each worker as far as may be convenient at, the place of work, but the same shall include the following particulars:

- a) Name of the workers
- b) Rate of daily or monthly wages
- c) Nature of work on which employed
- d) Total number of days worked over time
- e) Dates and period for which worked during each wage period
- f) Gross wages payable for the work during each wage period
- g) All deductions as made from the wage with an indications in each case of the ground of which the deduction is made.
- h) Wages actually paid for each wage period.
- i) Signature or thumb impression of the worker.
- j) Percentage of loss of earning capacity and disability as assessed by medical officer.
- k) Claim required to be hold under Workmen's Compensation Act
- l) Date of payment of compensation
- m) Amount paid with details of the period to whom the same was paid
- n) Authority by whom the compensation was assessed
- o) Remarks

## **7. FINES AND DEDUCTIONS WHICH MAY BE MADE FROM WAGES:**

- 1. The wages of workers shall be paid to him without any deductions of any kind except the following:
  - I) Deductions:
    - a) Deductions for absence for duty i.e. from the places or the places where by the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absent.
    - c) Deductions for damage or loss of goods expressly entrusted to the employed person for custody or for loss of money or any other deduction which he is required to account, where such damage or loss is directly attributable to neglect or default.
    - d) Deductions for recovery of advance or for adjustment of over payment of wages, advance granted shall be entered in a register.
    - e) And other deductions which the EMPLOYER may fix from time to time.

- II) Fines:
- i) No fine shall be imposed on any worker save in respect of such acts and omissions on his part as have been approved by the Commissioner for Labour.
  - ii) No fine shall be imposed on a worker and no deduction for damage or loss be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
  - iii) No fine imposed on any worker shall be recovered from him by instalments or after the expiry of sixty days from the date which it was imposed.
  - iv) Every fine shall be deemed to have imposed on a day of the act or omission in respect of which it was imposed.
- III) The contractor shall also issue a wage slip containing the aforesaid particulars to each worker employed by him on the work at least a day prior to the disbursement of wages.
- IV) The contractor shall issue an employment card in Form III each worker on the day of the worker's entry into the employment. If the worker has already any such card with him for the previous employment of contractor, he shall merely endorse that employment card with relevant entries. On termination of employment the employment card shall again be endorsed by the contractor and returned to the worker.

#### **8. REGISTER OF UNPAID WAGES:**

The contractor should maintain a register of unpaid wages in such a form as may be convenient at the place of work but same shall include the following particulars:

- a) Full particular of the labourers whose wages have not been paid
- b) Reference number of the muster roll and wage register
- c) Rate of wages
- d) The period
- e) Total amount not paid
- f) Reasons for not making payment
- g) How the amount of unpaid wages was utilised
- h) Acquaintance with dates

#### **9. REGISTER OF ACCIDENTS:**

The contractor maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of the labourers who met with accidents.
- b) Rate of wages.
- c) Sex
- d) Age
- e) Nature of accidents and cause of accident
- f) Time and date of accidents
- g) Date and time when admitted in hospital
- h) Date of discharge from the hospital

#### **10. IN REGISTER OF FINES ETC.**

The contractor shall maintain a register of fines and a register of deductions for damages or loss in Form No. I and II respectively which shall be kept at the place of work.

The contractor shall maintain both in English and local language a list approved by Commissioner for labour clearly stating the acts and commissions for which penalty or fine may be imposed on a workmen and display it in a good condition in conspicuous place on the work.

**11. PRESERVATION OF REGISTERS:**

The wage book, the wage slips, the registers of fines, deductions required to be maintained under these regulations shall be preserved for 12 months after the date of last entry made in them and shall be made available for inspection by the Engineer-in-charge, Labour Welfare Officer or any other officer authorised by the Minister of W.H. & S. in this behalf.

**12. POWER OF LABOUR WELFARE OFFICERS TO MAKE INVESTIGATION FOR ENQUIRY:**

The labour welfare officer or any other person authorised by the EMPLOYER on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the wage clauses and the provisions of these regulations. He shall investigate to any complaint regarding the default made by the contractor or sub-contractor in regard to such provisions.

**13. REPORT OF LABOUR WELFARE OFFICER:**

- I. The Labour Welfare Officer or other person authorised as aforesaid shall submit a report of the results of his investigations or enquiry to the Executive Engineer concerned indicating the extent if any, to which the default has been committed, with a note that necessary deductions from the contractor's bill be made the wage and other dues be paid to the labourers concerned. In these cases appeal shall be made by the contractor under Clause 14 of this regulation. Actual payment to labour will be made by the Executive Engineer after the Regional Labour Commissioner has given his decision on such appeal.
- II. The Executive Engineer shall arrange payments to the labourers concerned within 45 days from the report from Labour Welfare Officer or the Regional Labour Commissioner as the case may be.

**14. Appeal Against the decision of labour welfare officer:**

Any person aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorised may appeal against such decision to the Regional Labour Commissioner concerned within 30 days from the date of decision simultaneously with a copy of his appeal to Executive Engineer, concerned by subject to such appeal decision of the officer shall be final and binding upon the contractor.

**15. PROHIBITION REGARDING REPRESENTATION THROUGH LAWYERS:**

- i) A workman shall be entitled to represent in any investigation
  - a) An officer of a registered Trade Union of which he is a member
  - b) An officer of a Federation of a Trade Unions to which Trade referred to in Clause (a) is affiliated.
  - c) When the worker is not member of any registered Trade Union, connected within or by any other workmen employed in the industry in which the worker is employed.
- ii) An employer shall be entitled to be represented in investigation or enquiry under these regulation by
  - a) An officer of a Federation of Association of Employer of which he is a member.
  - b) An officer of an Association of Employer to which the Association referred to in Clause (2) is affiliated.
  - c) Where the employer is not a member of any association of employer by an officer of an association of employer connected with or by any other employer engaged in the industry in which the employer is engaged.
- iii) No party shall be entitled to be represented by legal practitioner in any investigation of enquiry under these regulations.

**16. SUBMISSION OF BOOKS AND SLIPS:**

The contractor shall allow submission of the wage books, wage slips, register of un-paid wages, the register of accidents and the register of fines and deductions to any of his workers or to his agent of convenient time and place after due notices in received or the Labour Welfare Officer or any other person authorised by the EMPLOYER on his behalf.

**17. SUBMISSION OF RETURNS:**

The contractor shall submit periodical returns as may be specified from time to time.

**18. AMENDMENTS:**

The EMPLOYER may from time to time add to or amend the regulations and on any question as to the application interpretation on effect if these regulations the decision of the Commissioner of Labour or Deputy Commissioner for Labour to EMPLOYER in that behalf shall be final.

**Annexure II**

**19 (a):** **Child labour:** No labourers below the age of 15 years shall be employed on the work.

**19(b):** Payment of wages of labourers.

The contractor shall pay not less than fair wage of labourers engaged by him on the work.

Explanation:

- i. Fair wage means wage whether for time or piece work, notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the Karnataka Public Works Department in consultation with the officer of the Industrial Relationship. Machinery located in the respective areas and will not be less than the maximum rates of wages fixed by the EMPLOYER for that class of employees engaged on the same type of work in the same area.
- ii. The contractor shall notwithstanding the provision of any contract, to the contrary cause to be paid wages to labourers indirectly engaged for the work including any labour engaged by his sub-contractors in connection with the same works if the labourers has been immediately employed by him.
- iii. In respect of all labourers directly or indirectly employed in the works for the performance of the contractor's part of this agreement. The contractor shall comply with or cause to be complied with Karnataka Public Works Department contractors labour regulations made by EMPLOYER from time to time, in regard to payment of wages. Wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage book, wage slips, publication of scale of wage and other terms of employments, inspection, and submission of periodical returns and all other matter of a like nature.

The Executive Engineer or sub-divisional officer concerned shall have the right to deduct from the money due to the contractors any sum required from making good, the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit of the workers, non payment of wages or of deductions made from his or her wages which are not justified by their terms of the contract or non-observance of the regulations.

- iv. Under the provisions of the Minimum Wages Act, 1948, and the Minimum Wages (Control) Rules, 1949, the contractor is bound to allow or cause to allow to the labourers directly or indirectly employed in the works one day rest for six days continuous work and pay wages at the same rate as for duty. In the event of default the Executive Engineer or Sub-Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages of weekly holiday and labourers, and pay the same to the persons initiated to their from any money due to the contractors.
- v. Vis-à-vis the EMPLOYER the contractor shall be primarily liable for all payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors. The regulations aforesaid shall be deemed to be part of this contract, and any breach thereof shall be deemed to be a breach of this.

**19 (c):** In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this agreements the contractor shall at his own expense arrange for the safety provisions as per IS safety code framed from time to time and shall at his own expense provide for all facilities in arrangements and provide necessary facilities as aforesaid he shall be liable to pay penalty of Rs.50/- for each default and in addition the Executive Engineer-in-charge shall be at liberty to make arrangements and provide facilities as aforesaid, and recover the cost incurred in that behalf from the contractor.

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**19 (d):** The contractor shall submit by the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-charge of true statement showing in respect of the second half of the preceding month and the first half of the current month respectively (1) the name of labourers employed by him on the work, (2) their working hours, (3) the wages paid to them, (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (5) the number of female worker who have been allowed maternity benefit according to Clause 19F and the amount paid to them, failing which the contractor shall be liable to pay of EMPLOYER a sum not exceeding Rs.50/- for each default or materially incorrect statement by deduction from any bill due to the contractor and amount levied as fine.

**19 (e):** In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules framed by EMPLOYER from time to time for the protection of health and sanitary arrangements for workers employed by the EMPLOYER and its contractors.

**19 (f):** Maternity benefit rules for female workers employed by contractor leave and pay during leave shall be regulated as follows:

Leave (i): In case of delivery: Leave during maternity not exceeding 8 weeks up to and including the day of delivery and 4 weeks following that day.

ii) In case of miscarriage, up to 3 weeks from the date of miscarriage.

**19 (g) Pay**

- (i) In case of delivery: Leave pay during maternity leave will be at the rate of woman's average daily earning calculated (or as applicable) on the total wages earned on the days when full time work was done during period of three months immediately preceding the date on which she gives notice that she expects to be confined
- i) In case of miscarriages: Leave pay at the rate of average daily earnings calculated on the total wages earned on the days full time works was done during a period of 3 months immediately preceding the date of miscarriage.
- ii) Conditions for the grant of maternity leave: No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period not less than 6 months immediately preceding the date of miscarriage.

**20 MODEL RULES FOR THE PROTECTION OF HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY THE EMPLOYER OR ITS CONTRACTORS.**

Applications: The rules shall apply to all building and construction work in charge of EMPLOYER.

Definition (i): Work place means a place at which on an average fifty or more workers are employed in connection with construction work.

**Aid:**

- a) At every place, there shall be maintained in readily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order and in large work places they shall be placed under the charge of responsible person who shall be readily during working hours.
- b) At large work place where hospital facilities are not available within easy distance of the works, first aid posts shall be established and be run by a trained compounder.
- c) Where large place are remote, regular hospitals a under ward shall be provide with one bed for every 250 employees.
- d) Where large work places are situated in cities, town or in their suburbs and no beds are considered necessary due to proximity of city or town hospitals, suitable transport shall be provided to facilitate of urgent cases to these hospitals at the work places, some conveyance facilities such as a car should keep readily available to take injured or seriously ill persons to the nearest hospital.

**21. DRINKING WATER:**

- a) In every work place there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.
- b) Where drinking water is obtained from an intermittent public water supply each work place shall be provided with storage where such drinking water shall be stored.
- c) Every drinking water supply of storage shall be at distance not less than 50 feet from any latrine, drain or other source of pollution. The well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.
- d) A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opening only for cleanings or inspection which shall be at least once a month.

**22. WASHING AND BATHING PLACES:**

- i) Adequate washing and bathing places shall be provided separately for men and women.
- ii) Such places shall be kept in clean and good drained conditions.

**23. SCALE OF ACCOMMODATION TO LATRINES AND URINALS:**

There shall be provided within premises of every work place latrines and urinal in an accessible place, and the accommodation separately for each of them shall not be less than following scale:  
Where the no. of persons does not exceed 50-2

For every additional 100                      3 per 100

In particular cases the Executive Engineer, shall have the power to vary the scale wherever necessary.

**24. LATRINES AND URINALS FOR WOMEN:**

If women also employed, separate latrines and urinals screened from those from men, and marked in the vernacular conscious letter. For women only board shall be provided for those used by women. Those for men shall be similarly marked for men only. A poster showing figures of men and women shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water closet for the urinals and latrines.

**25. LATRINES AND URINALS:**

Except in work provided with water flushed latrines connected with water borne sewerage all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The replaces shall be tarred inside and outside at least once a year.

**26. CONSTRUCTION OF LATRINES:**

The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines shall not be of a standard lower than borned other system and should have thatched roofs.

**27. DISPOSAL OF EXCRETA:**

Unless otherwise arranged for the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by the Asst. Director of Public Health or the Municipal Medical Officer of health, as the case may be in whose jurisdiction the work place is situated. Alternately excreta may be disposed of by putting power of night soil at the bottom of pucca tank prepared for purpose of covering it with 6" layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

**28. PROVISIONS OF SHELTERS DURING REST:**

At every work place there shall be provided free of cost two suitable sheds one for meals and other for rest separately for men and women for use of labour. The height of the shelter shall not be less than 11 feet from the floor level to the lowest part of the roof. The sheds should be roofed with at least thatched and mud flooring will be provided with dwarf wall around not less than 2.5 feet. Sheds shall be kept clean and space shall be on the basis of at least 5 square feet per head.

**29. Creches (A):** At every place, at which fifty or more women are ordinarily employed there shall be provided two huts for the use of children under the age of 6 years belonging to such women. One hut, shall be used for infants' games place and the other as their bed room. The huts shall not be constructed of a lower standard than the following:

- i) Thatched roofs
- ii) Mud floor and walls
- iii) Planks spread over the mud floor and covered with mattings

- a) The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean, there shall be two boys in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area concerned. The use of the hut shall be restricted to children, their attendants and mother of the children.
- b) Where the number of women workers is more than 35 but less than 50 of the contractor shall provide at least one hut and one boy to look after the children of women workers.
- c) The creche shall be properly maintained and necessary equipments like toys etc. shall be provided.
- d) The size of the creches shall vary according to the number of workers.

**30. CANTEENS:**

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

### GENERAL NOTES AND CONDITIONS

1. All the works shall be carried out as per specifications, for road and bridges works published by the Indian Roads Congress and IRC specification or as directed by the Engineer –in-charge in the absence thereof.
2. In case there is any conflict in the specifications and drawings the decision of the Executive Engineer shall be final and binding on the contractor.
3. All the materials shall be got approved by the Executive Engineer before use.
4. Power roller for consolidation shall be utilised fully by the contractor for this purpose the contractor will be intimated a week in advance by Engineer-in-charge or the Assistant Executive Engineer concerned of the date from which the power roller will be made available incase he contractor does neutralize the same idle changes shall be recovered besides, it being construct that it is a breach of conditions of contractor.
5. The metal and gravel stock should be uniformly of sections 1.50 metres at the bottom, 0.50 metres at top 0.50 metre height and length should be 6 metres. Both metal and gravel should be stacked beyond the road drains and on the left sides of the road. In case there is no space beyond the road drains, then with prior permission, the metal and gravel may be stacked on the berms as close as possible to drain in the same manner as above.
6. Necessary pillars shall be constructed by the contractor for bench mark at no extra cost as directed by the Engineer-in-charge.
7. An order book shall be maintained in the work spot and the contractor shall sign in the Site order book in token of having gone through the instructions issued by the inspecting officers and carryout the instructions promptly.
8. The contractor shall take all precautions against damage from accident. No compensation will be allowed to the contractors of their tools and plant materials lost or damaged from any cause. The contractor shall liable to make good the structure or plants damaged by any other cause at his own cost. The department will not pay the contractor for corrections or repairing any damaged portion of work done during construction.
9. In the event of detection by the contractor or their employees during the progress of work any treasure, fossils, minerals or other articles or things of valuation interest, the contractor shall give immediate report thereof to the Engineer-in-charge and forthwith make arrangements to handover to the Engineer-in-charge such treasure or thing which shall be property of EMPLOYER.
10. Storage of Cement:  
Large stocks of cement shall not be kept at the work-spot, only sufficient quantities to ensure continuity of the work shall be stored. The contractor shall provide and maintain efficient storage sheds for cement, steel etc., on the works. The shed etc. at which cement be stored shall be covered with tarpaulin or any other impervious materials in order to protect the cement bags from moisture. Cement bags shall not be stored directly on floor. Wooden bellies at suitable intervals shall be provided on floor and upon which only Cement bags shall be stacked.

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No stack of Cement shall abut external walls of the storage sheds under any circumstances. Cement bags shall be neatly stacked in an orderly manner so as to admit easy recount. A regular day to day account of cement received and used on the work together with mention of the particular portion and the quantity of the work in which it was used shall be maintained in ink separately by EMPLOYER and the contractor got countersigned daily at the end of the days work by a responsible representative either or partly after verification. The account will have to shown to the Executive Engineer whenever he asks for it.

Cement which has been affected by the moisture shall be removed at once from the site. Cement shall be used in order in which the consignments are received and not stored for unduly long period.

11. The contractor shall submit reports to the Engineer- in-charge regarding the strength of labour employed both skilled and unskilled. If in the opinion of Engineer-in-charge and if it is considered inadequate necessary action shall be taken to deploy adequate members of labour force.
12. The contractor shall furnish a report of any accident which may occur within 24 hours of its occurrence to the Engineer-in-charge.
13. The contractor shall keep on site of work a qualified Engineer as required as per rules and regulations as their authorised representative who will receive all instructions given from the KSPH & IDCL officers. The representative shall have permanent office at site of work where communications can be sent and notices can be served by the Engineer-in-charge throughout the duration of work. Also, please refer **Sl. No. 5.24 of Special conditions of contract.**
14. Prior approval should be obtained from the Engineer-in-charge for the construction and location of the temporary site office, store sheds and labour quarters, within the premises of the site. Similarly the contractor shall get the approval of the Engineer-in-charge regarding the areas to be utilised for stacking the materials etc. For this work no compensation is payable.
15. Contractor shall make his own arrangements at his own cost to construct approach roads for conveyance of materials etc. preferably on the alignment accepted by the Department to procure land etc. for housing staff and women near the site of the work.

### **NOTE TO ELECTRICAL WORKS**

1. Only brand new ISI approved wires/cables and fixtures / materials of approved reputed firms and makes as approved by EMPLOYER shall be used for which TEST CERTIFICATE shall be produced. The seal of the wires should be opened in the presence of the Engineer-in-charge of the work.
2. The successful tenderer shall submit the sample of all the materials to be used for the approval either to the Engineer –in-charge or the Assistant Engineer concerned. Materials otherwise used on works have to be removed as his own cost.
3. The installations shall be serviced within one week from the due date of the work order after all formalities attended to with the KPTCL or the concerned distribution companies.
4. As the work has to be executed through the qualified staff only as per Indian Electricity Act Rules 1956 and further amendments made to it, the names of the qualified wiremen and supervisor should be employed by the contractor with their permit number and date issued by the Electrical Inspector should be produced to the Engineer –in-charge.
5. If any portion of the works is already carried out the cost of the same will be deducted from the work portion of the successful tenderer or quotationer.
6. The quantity mentioned in the tender is approximate.
7. No alterations or deviations in the execution of the works should be effected without the specific instructions from the Engineer in charge of work failing which the work executed liable to be summarily rejected.
8. The rates should be inclusive of all minor civil works required to be done in doing the electrical works as per specifications and direction.
9. No extra charges shall be paid for any delay in handing over the working area for carrying out the electrical works due to any contingency in completion of the civil works
10. The successful tenderer is responsible for handing over the electrical work completely done till the Department takes over. The successful tenderer is responsible for the electrical works done, including fittings, fixtures etc.
11. All sizes of joints should be done by using crimping machine joints only