

GOVERNMENT OF KARNATAKA

**Public Works Department.
Planning and Road Asset Management Centre (PRAMC)
4th Floor, PWD Annexe Building,
K R Circle, Bangalore – 560 001
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**Standard Bidding Document
KW-4**

Road Safety Works

K / W - 4

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**Road safety work on Highway connecting Arabhavi - Challakere road
(SH 45) at Chikkanandi Limits and Dundanatti village limits in Gokak
Taluk Belagavi District.**

PWD/2025-26/RD/WORK_INDENT33013

TENDER REFERENCE

Documents can be downloaded from	As mentioned in KPPP portal
Last Date of receipt of Tenders	As mentioned in KPPP portal
Date and Time of opening of Technical Bids	As mentioned in KPPP portal
Date and Time of opening of Financial Bids	As mentioned in KPPP portal
Place of opening tenders	O/o the Engineer in Chief, PWD, PRAMC 4th Floor, PWD Annexe Building, K R Circle, Bangalore - 560 001
Address for communication	O/o the Engineer in Chief, PWD, PRAMC 4th Floor, PWD Annexe Building, K R Circle, Bangalore - 560 001

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SECTION 1: INVITATION FOR TENDERS (IFT)

IFT No. : INDENT NO: PWD/2025-26/RD/WORK_INDENT33013

1. The Executive Engineer, O/o The Engineer in Chief, Planning and Road Asset Management Centre (PRAMC), Public Works, Ports & Inland Water Transport Department, 4th Floor, PWD Annexe Building, K R Circle, Bangalore – 560 001 invites tenders from eligible tenderers, for the construction of works detailed in the Table below. The tenderers may submit tenders for any or all of the works given in the Table.
2. Tender documents may be downloaded from Government of Karnataka KPPP website <https://kppp.karnataka.gov.in> under login for Contractors:
After login to Contractors, Please scroll down to the right side bottom to see List of Tenders, Please click there to find the details of NIT and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online transaction fee for tender after registering in the portal. The transaction fee is non-refundable if you wish to participate.
3. Tenders must be accompanied by Earnest Money Deposit (Rs. One Lakh through e-payment under any one of the options (i.e. CC/DD/NEFT/OTC) and the balance amount by Bank Guarantee (BG) by Nationalized /Scheduled Bank obtained on or before the last date for submission of Tenders as mentioned in the table below.
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in KPPP portal. First Cover Tenders will be opened at prescribed time and date in the KPPP portal, in the presence of the Tenderers who wish to attend at the Office of the Engineer in Chief, Planning and Road Asset Management Centre, Public Works, Ports and Inland Water Transport Department), 4th Floor, PWD Annex Building, K R Circle, Bangalore – 560 001.
5. It is also published in the KPPP portal to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.
6. Other details can be seen in the tender documents.

TABLE

Sl. No.	Name of work	Approximate value of work (Rs. Lakh)	Earnest Money Deposit (Rs. Lakh)	Transaction fee, only in case Tenderers who wish to participate (Rs. Lakh)	Period of completion (Including rainy season) in Months
1	2	3	4	5	6
1	Road safety work on Highway connecting Arabhavi - Challakere road (SH 45) at Chikkanandi Limits and Dundanatti village limits in Gokak Taluk Belagavi District.	256.18	3.85	As per KPPP portal	9 Months

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

- 1.1 The Executive Engineer, O/o The Engineer in Chief, Planning and Road Asset Management Centre (PRAMC), Public Works, Ports & Inland Water Transport Department, 4th Floor, PWD Annexe Building, K R Circle, Bangalore – 560 001 invites tenders following Two Cover tender procedure, from eligible Tenderers, 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.

2. Eligible Tenderers

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

3. Qualification of the Tenderer:

- 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.
- 3.2 To qualify for award of this contract, each Tenderer in 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 and Road safety works only of **Rs.513.00 Lakhs.**
- (b) Satisfactorily completed as prime contractor, at least one similar nature of work value not less than **Rs.128.00Lakhs.**
- (c) Executed in any one financial year, the following minimum quantities of work:

1	Embankment/Subgrade	:	1276	Cum
2	GSB/WMM	:	1782	Cum
3	DBM/BM/BC/SDBC	:	316	Cum
4	RCC/PCC	:	506	Cum
5	Road Marking	:	288	Sqm
6	Road Signs	:	2	Nos
7	TMT Steel	:	20	Tonnes

- 3.3 Each Tenderer should further demonstrate:

- (a) Availability by owning at least 50% of the required following key and critical equipments for this work and the remaining 50 % can be deployed on lease/hire for

all works provided, the relevant documents (commitment agreements etc.) for availability for this work are furnished – **Not Applicable**

- (b) liquid assets and/or availability of credit facilities of not less than **Rs.86.00 lakhs** (Credit lines/ letter of credit/ certificates from nationalized banks for meeting the fund requirement etc. in the format as prescribed)
- (c) In the case of the death of the contractor after executing the agreement/ commencement of the work, his legal heir, if is an eligible registered contractor and is willing can execute and compete the work at the accepted tender rates irrespective of the cost of the work.
- (d) Necessary work experience certificate issued by the competent authority not below the rank of Executive Engineer, indicating the name/items of work executed, date of commencement, date of completion and the total cost of work executed shall be enclosed to the tender. Tenders without these details are liable for disqualification.

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

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

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

Where,

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

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

B = Value, at **2026-27** price level, of existing commitments and on-going works to be completed during the next 9 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.*

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

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

4. One Tender per Tenderer:

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

5. Cost of Tendering

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

6. Site visit:

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

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

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

8.2 Pre-tender meeting:

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place in the office of the Employer and date and time as mentioned in the KPPP portal.
- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.
- 8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

- 9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.
- 9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.
- 9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

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

10.1.1 First Cover:

- a) Tenders must be accompanied by Earnest Money Deposit Declaration Form as given in Clause 13.
- b) Qualification Information as per formats given in **Section 3; Qualification Information.**

10.1.2 Second Cover:

- (a) The Tender (in the format indicated in Section 4) (as per KPPP portal)

- (b) Priced Bill of Quantities (Section 9); online through KPPP portal, no hardcopy of commercials should be attached or disclosed. (as per KPPP portal)

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

- 10.2 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.

11. Tender prices

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

12. Tender validity

- 12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit: The Tenderer shall furnish as part of his tender.

13.1 Tender Transaction fee and Earnest Money Deposit. (as per KPPP portal)

Earnest Money Deposit:- Tenders must be accompanied by Earnest Money Deposit (Rs. One Lakh through e-payment under any one of the options (i.e. CC/DD/NEFT/OTC) and the balance by Bank Guarantee (BG) by Nationalized /Scheduled Bank obtained on or before the last date

for submission of Tenders. The Tenderer shall furnish as part of his tender, Earnest Money Deposit (EMD) at the following rates.

EMD amount as (1.5% of the estimated cost of the work put to tender)

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

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

OTC payment procedure

If a Tenderer chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the KPPP web-site (<https://kppp.karnataka.gov.in>), the Tenderer will need to log into KPPP 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, Tenderer 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 Tenderer 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 Tenderer 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 KPPP system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The Tenderer 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 Tenderer's bank account to GoK's bank account. The Tenderer should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the Tenderer's bank transfers/wires the money after the last date for bid submission, the Tenderer's bid will be liable for rejection. Upon executing the transfer, the Tenderer's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by in the Tenderer payment section of its bid as payment confirmation before the bid is submitted (i.e.) as

a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the KPPP system as part of its bid. The Tenderer's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank.

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

a. EMD of Rs One Lakh will be accepted only in the form of electronic cash and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed. The remaining EMD amount shall be paid through Bank Guarantee.

b. The EMD of Rs One Lakh for each tender has to be paid in a single transaction.

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

Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Tenderers will be refunded to the respective Bank A/C's of the Tenderer registered in the KPPP system.

13.2 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. Tenders must be accompanied by Earnest Money Deposit (Rs. One Lakh through e-payment under any one of the options (i.e. CC/DD/NEFT/OTC) and the balance by Bank Guarantee (BG) by Nationalized /Scheduled Bank obtained on or before the last date for submission of Tenders. The Bank Guarantee shall be in favour of The **Engineer-in- Chief, Planning and Road Asset Management Centre, Public Works Department, 4th Floor, PWD Annexe Building, K R Circle, Bangalore – 560 001**, and payable at Bangalore.

13.3 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.4 Any tender not accompanied by an acceptable Earnest Money Deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.5 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

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

13.7 The Earnest Money Deposit may be forfeited:

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

14. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in eprocurement portal.

D. Submission of Tenders

15. Sealing and marking of tenders

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

16. Deadline for submission of the Tenders

16.1 Tenders must be submitted online through KPPP portal to the Employer on or before as per KPPP portal.

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

17. Late Tenders

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

18. Modification and Withdrawal of Tenders

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

Note: In KPPP portal the Tenderer has the option of withdrawing the bid by digitally signing to withdraw/cancel bid before the bid submission time /Date.

E. Tender opening and evaluation

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

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend as per KPPP portal on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

- 19.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened. –NA
- 19.3 The Tenderers' names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders. –NA
- 19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.- -NA
- 19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer. - NA
- 19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

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

- 20.1 The Employer will inform all the Qualified Tenderers, the time, date and venue fixed for the opening of the Financial Bids containing the priced Tenders. The Employer will open the Financial Bids of Qualified Tenderers at the appointed time and date (as indicated in the KPPP Portal) in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of Financial Bid opening being declared a holiday for the Employer, the Financial Bid will be opened at the appointed time and location on the next working day.
- 20.2 The Employer will inform all the Qualified Tenderers, the time, date and venue fixed for the opening of the Financial Bids containing the priced Tenders. The Employer will open the Financial Bids of Qualified Tenderers at the appointed time and date (as indicated in the KPPP Portal) in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of Financial Bid opening being declared a holiday for the Employer, the Financial Bid will be opened at the appointed time and location on the next working day.
- 20.3 The Employer shall prepare minutes of the Financial Bids opening.

21. Process to be confidential

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

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
- 22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
If they have any clarification related to KPPP Portal, then contact KPPP Help desk from Ph.No.: +91 8046010000 or +918068948777 or Support email id: support@eprochelpdesk.com for any queries on or before specified time.
- 22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

- 23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- 23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

- 24.1 The Tenderer can do modifications to their bids through KPPP portal upto the last date and time for submission of bids published in the KPPP portal.

25. Evaluation and comparison of Tenders

- 25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.
- 25.2 DELETED

- 25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation
- 25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

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

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

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

28. Notification of award and signing of Agreement

- 28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

- 28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.
- 28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Performance Security

- 29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract:
- Banker's Guarantee /Demand draft/FDR in the form given in Section 10; in favour of The Engineer in Chief, Planning and Road Asset Management Centre, Public Works Department,4th Floor, PWD Annexe Building, K R Circle, Bangalore – 560 001 or
 - Specified Small Savings Instruments pledged to The Engineer in Chief, Planning and Road Asset Management Centre, Public Works Department,4th Floor, PWD Annexe Building, K R Circle, Bangalore - 56001
- 29.2 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.
- 29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.
- 29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment:

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

31. Corrupt or Fraudulent practices

- 31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:
- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

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

1.1 Constitution or legal status of Tenderer
[Attach copy]

Place of Registration

(Attach Copy)

Principal place of business:

Tenderers Information Sheet

Tenderers Information	
Tenderer's legal name	
Tenderer's year of constitution	
Tenderer's legal address	
Tenderer's authorized representative (name, address, telephone numbers, fax numbers, e-mail address)	
Attached are copies of the following original documents.	
<input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above.	

1.2 Total value of civil engineering construction works executed and payments received in the last five years (*Each Tenderer must fill in this form*)

Financial Data for Previous 5 Years [Rs. Lakhs]				
Year 1: 2020-21	Year 2: 2021-22	Year 3: 2022-23	Year 4: 2023-24	Year 5: 2024-25

Information from Balance Sheet

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					

- ☐ Attached are copies of financial statements (Auditors Report, Profit and Loss Statements, Balance Sheets, Form 240 of Sales Tax Returns in state of Karnataka & Relevant document whichever is applicable in respective states, including all related notes, and income statements) for the last five years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Tenderer, and not sister or parent companies.
 - Financial statements must be audited and certified by a certified Chartered Accountant (CA).
 - Financial statements must be complete, including all notes to the financial statements.
 - Financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annual Construction Turnover

Each Tenderer must fill in this form

Annual Turnover Data for the Last 5 Years (Construction only)	
Year	Amount (Rs Lakhs)

Note: The information supplied should be the Annual Turnover of the Tenderer in terms of the amounts billed to clients for each year for work in progress or completed.

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

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9
2020-21								
2021-22								
2022-23								
2023-24								
2024-25								

General Construction Experience

Each Tenderer must fill in this form

General Construction Experience				
Starting Month Year	Ending Month Year	Years	Contract Identification and Name Name and Address of Employer Brief Description of the Works Executed by the Tenderer	Role of Tenderer

Specific Construction Experience

Fill up one (1) form per contract.

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Role in Contract	Contractor	Management Contractor Subcontractor
Total Contract Amount	Rs.lakhs	
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the similarity		

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

Specific Construction Experience in Key Activities

Provide per annum annual rate

Fill up one (1) form per contract

Contract with Similar Key Activities					
Contract No of		Contract Identification			
Award Date			Completion Date		
Role in Contract		<input type="checkbox"/> Contractor		<input type="checkbox"/> Management Contractor	
		<input type="checkbox"/> Subcontractor			
Total Contract Amount		Rs Lakhs			
If partner in a JV or subcontractor, specify participation of total contract amount		Percent of Total		Amount	
Employer's Name Address Telephone Number Fax Number E-mail					
Description of the key activities					
Description of key activity	Quantity				
	2020-21	2021-22	2022-23	2023-24	2024-25

Note: For each activity evidence for the quantities executed shall be furnished.

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

(A) Existing commitments and on-going works:

Description of Work	Place and	Contract No. and	Name and Address of	Value of Contract	Stipulated period of	Value of works	Anticipated date of
---------------------	-----------	------------------	---------------------	-------------------	----------------------	----------------	---------------------

	State	Date	Employer	(Rs. Lakhs)	completion	remaining to be completed (Rs. Lakhs)	completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

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

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

Item of Equipment	Requirement		Owned	Owned and available		Remarks
	No	Capacity		Number/Capacity	Age/Condition	
1	2	3	4	5	6	7

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

BANKER'S CERTIFICATE

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

Sd/-

Name of the Bank, Senior Bank Manger

Address:.....

1.11 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status
1	2	3	4	5

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

1.13 The contractors should produce a self attested certificate indicating work awarded for the last five years in the table below:

Sl. No	Year	Name of Work	Department	Contract Amount (in Rs. Lakhs)	Date of Commencement	Due Date of Completion	Actual Date of Completion	Liquidated Damages Levied (in Rs. Lakhs)
1	2	3	4	5	6	7	8	9
1	2020-21							
2	2021-22							
3	2022-23							
4	2023-24							
5	2024-25							

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

Form of Tender

Description of the Tender:

To : The Executive Engineer,
Address: O/o The Engineer in Chief, Planning and Road Asset Management Centre,
Public Works Department, 4th Floor, PWD Annexe Building, Bangalore -
560001

GENTLEMEN,

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

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

The advance payment required is Rs.....

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

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

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer

Address:

Letter of Acceptance

(letter head paper of the Employer)

_____ [date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of _____- [Name of the contract and identification number, as given in the Instructions to Tenderers] _____ for the Contract Price of _____ Rupees (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in accordance with of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT and clause 44 of the conditions of contract for an amount of Rs.----- within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work
(letter head of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

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

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) Bill of Quantities; and
 - viii) Any other document listed in the Contract Data as forming part of the contract.

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

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____

in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

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

- **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.
- **Compensation events** are those defined in Clause 38 hereunder.
- The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
- The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
- The **Contract Data** defines the documents and other information which comprise the Contract.
- The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
- The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
- The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- **Days** are calendar days; **months** are calendar months.
- A **Defect** is any part of the Works not completed in accordance with the Contract.
- The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
- The **Employer** is the party who will employ the Contractor to carry out the Works.
- **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
- The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
- **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.
- **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
- The **Site** is the area defined as such in the Contract Data.
- **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

- The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
- A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
- A **Variation** is an instruction given by the Employer which varies the Works.
- The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 2 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) Bill of quantities and
- h) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

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

4. Employer's decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting :

Subcontracting is not allowed.

8. Other Contractors

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

9. Personnel

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

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

10. Employer's and Contractor's risks

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

11. Employer's risks

- 11.1 The Employer is responsible for the excepted risks which are:

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

12. Contractor's risks

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

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

- a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
- b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
- c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments are due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14.

15. Reports:

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

16. Queries about the Contract Data

16.1 The Employer will clarify queries on the Contract Data.

17. Contractor to construct the Works

17.1 The Contractor shall construct the Works in accordance with the Specification and consents.

18. The Works to be completed by the Intended Completion Date

18.1 The Contractor may commence execution of the Works on the Start Date and **shall carry out the Works as per the guidelines/Specifications of the MORTH (Revision IV & V and amendments issued if any from time to time)** 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.

19. Approval by the Employer:

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

19.2 The Contractor shall be responsible for the design of Temporary Works.

19.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

19.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

19.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

20. Safety

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

21. Discoveries

21.1 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.

22. Possession of the Site

22.1 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.

23. Access to the Site

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

23.2 The contractor shall establish a full-fledged Testing laboratory at the plant Site as per the guidelines/Specification of the MORTH V Revision and amendments issued if any from time to time.

24. Instructions

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

25. Procedure for resolution of Disputes:

24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority, "Within 45 days of arising the dispute or difference" described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing

by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

- 24.2** Either party will have the right of appeal, against the decision of the competent authority, to the Engineer in Chief, PRAMC, Bengaluru “within 90 days of decision of the competent authority”.

The Contractor and the Employer will be entitled to present their case in writing duly supported by documents. If so requested, the Engineer in Chief, PRAMC, Bengaluru may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Engineer in Chief, PRAMC, Bengaluru shall give its decision within a period of ninety days from the date of appeal, failing which the contractor can approach the appropriate court for the resolution of the dispute.

24.3 Arbitration

In view of the provision of the clause 24.1 & 24.2 on Dispute Redressal System, it is the condition of the Contract that there will be no arbitration for the settlement of any dispute between the parties

- 24.4** The Contractor should set up the Laboratory at the site of work mandatorily.

B. Time Control

26. Program

- 26.1 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.

- 26.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

- 26.3 The Employer has adopted Progress Monitoring System (PMS) WEB BASED software application for the purpose of monitoring the project. The Contractor is expected to provide progress details on daily basis to Concerned Project Monitoring Consultant (PMC) and Departmental Engineer to upload the data on Road Safety Module of Progress Monitoring System (PMS) in KPWD website. Running Account Bills (RA Bills) will be paid only after uploading of progress details in PMS. PRAMC will facilitate the availability of resources for training

and implementation of PMS for the contractor. The necessary training on the usage of PMS will be provided.

27. Extension of the Intended Completion Date

27.1 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.

27.2 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.

28. Delays ordered by the Employer

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

29. Management meetings

29.1 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.

29.2 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

30. Identifying defects

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

30.2 The Employer will appoint a “Project Management Consultant” to check the quality and quantity of the Contractor’s work regularly during execution. The “Project Management Consultant” will be checking the quality and quantity of the Contractor’s work regularly during execution and notify the Employer and Contractor of any defects that are found. Such a check shall not affect the contractor’s or the Employer’s responsibility as defined in the Contract agreement.

30.3 For carrying out mandatory tests as prescribed in the specifications, the Contractor shall establish one full fledged field laboratory at the location decided by the Engineer for each package. The field laboratory will have minimum equipments as specified in the contract data. A temporary laboratory on each road shall be established with necessary equipments required for each stage of work. Further, a mobile van carrying the necessary testing equipments at the time of inspection of Departmental engineers shall be made available by the contractor.

The contractor shall be solely responsible for:

- a. Carrying out the mandatory tests prescribed in the specifications, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- c. Entry of Test results and Non-conformance report as per contract data.

31. Tests

31.1 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.

32. Correction of defects

32.1 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.

32.2 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.

33. Uncorrected defects

33.1 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

34. Bill of Quantities (BOQ)

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

34.2 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

35. Variations

35.1 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.

35.2 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.

35.3 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.

35.4 The Contractor shall promptly request in writing to the employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variations. In case variation is approved it shall be accompanied by BOQ failing which the contractor shall be responsible for deviation if any. Approval for variation shall be obtained as per GO No. PWD 671 FC:1 2009 Bangalore dated 03/02/2010

36. Payments for Variations

36.1 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.

36.2 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.

36.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

36.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

36.5 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.

36.6 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.

36.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

37. Submission of bills for payment

37.1 The Contractor shall submit to the Employer monthly bills in the electronic format along with E-MB in the Excel format for the value of the work completed less the cumulative amount paid previously duly certified by the Project Management Consultant for payment.

37.2 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.

37.3 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.

38. Payments

38.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. Payment is subject to availability of the grant.

39. Compensation events

39.1 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.

39.2 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.

39.3 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.

39.4 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.

40. Tax

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

41. Price Adjustment: NOT APPLICABLE

42. Liquidated damages

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

42.2 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.

43. Advance Payments:

Not Applicable

44. Securities:

44.1 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.

45. Cost of Repairs:

45.1 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

46. Completion

46.1 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.

47. Taking over

47.1The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

48. Final account

48.1The 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.

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

49.1If "As-Built" Drawings are required, the Contractor shall supply them by the dates stated in the Contract Data.

49.2If 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.

50. Termination

50.1The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

50.2Fundamental 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 Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer.
- d) the Contractor does not maintain a security which is required;
- e) 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

f)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.”

50.3When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

50.4Notwithstanding the above, the Employer may terminate the Contract for convenience.

50.5If 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.

51. Payment upon Termination

51.1If 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.

51.2If 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.

52. Property

52.1All 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.

53. Release from performance

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

F. Special Conditions of Contract

1. Labour :

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

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

2. Compliance with labour regulations :

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

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

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his

methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

The Contractor has to strictly observe the construction workers compensation Act.

4. LIQUIDATED DAMAGES (Inclusion)

Please substitute the last sentence with the following:

“Time is the essence of the contract and payment or deduction of liquidated damage shall not relieve the contractor from his obligation to complete the work as per the agreed construction programme and mile stones or from any other of the contractor’s obligations and liabilities under the contract.”

5. ROYALTY (Inclusion)

The present Royalty charges on materials are as per Government of Karnataka Notification No. CI 81 MMN 2014, Bangalore, dated 5th March 2014 issued by the Commerce and Industries Secretariat, Bangalore, Circular No.M&G:DCB/KaGaGu/RaPaKo/2013-14,Bangalore, dated 13.03.2014 issued by Director, Mines & Geology Department and any subsequent revisions made by the Government of Karnataka would be applicable

6. In case of Death of original contractor

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

7. Others

- (a) 1% of the Tendered amount will be deducted towards “Labour Welfare Fund “.
- (b) The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals during the evaluation of the Technical Bid “Mandatorily” except the Original ‘*Bank Guarantee*’ & Original “*Letter of Credit*” which are to be submitted to the Tender inviting Authority after the last date and time of submission for tenders and before the time of opening of Technical Bids to the Tender Inviting Authority in person or through authorized representative. This is in addition to Uploading all the relevant Documents in the KPPPportal. If the Originals are not submitted, the Tender will be rejected.
- (c) All other documents which are required to be submitted are to be uploaded in the KPPPPortal in General Documents section, while electronically

submitting the bid. If any of the Documents as desired are not submitted the Tender will be rejected.

8. Arbitration (clause 24): **Not Applicable**

- a. Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration Centre- Karnataka (Domestic and International) Rules 2012, by one or more Arbitrators appointed in accordance with its rules”
- b. Performance under the contract shall continue during the Arbitration proceedings and payments due the contractor by the employer shall not be withheld, unless they are the subject matter of the Arbitration proceedings.

9. Joint Ventures are not allowed and Conditional tenders will be rejected without assigning any reason.
10. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, and if there are Varying or Conflicting Provisions made in any Document forming Part of the Contract, the Employer shall be the Deciding Authority with regard to the Intention / Interpretation of the Document and his Decision shall be final and binding on the Contractor without any reservations.
11. Any Error in Description or any Omissions there from, shall not vitiate the Contract or release the Contractor from the Execution of the whole or any part of the Works comprised therein according to Drawings and Specifications or from any of his Obligations under the Contract.
12. Existing Drains, Pipes, Cables, Overhead Wires, Sewer Lines, Water Lines and similar Services encountered in the Course of the Execution of the Work shall be protected / maintained against the Damage by the Contractor. The Contractor shall not store Materials or otherwise occupy any part of the Site in a manner likely to hinder the Operation of such Services. In case Temporary Shifting of such Services is required to facilitate the Work, the Contractor at no Extra Cost shall do the same.
13. The Respective Departments in coordination with the Employer shall carry out Shifting of Major Services. The Decision as whether the Service in Question is Major or not, will be at the Discretion of the Employer. The Contractor will, however, be required to provide all help to ensure that the Work is carried out smoothly.

14. The Contractor shall make his own arrangement for the Disposal of the Spoils from the Works to such Place where the same shall not cause Nuisance and shall be acceptable to the Authorities concerned
15. The Execution of any Items of Work where any Incidental Work is actually required but not specifically stated in the Tender Document, it is to be understood that the Amount quoted by the Contractor shall cover such Charges also and nothing extra on account of such Incidental Charges, if any, shall be
16. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge
17. The Contractor will take all Necessary Measures for the Safety of Workers during Construction and provide, erect and maintain such Barricades, including Signs, Markings, Flags, Lights and Skilled Flagmen, as necessary, all around the Excavation / Construction Area and at such Intermediate Points, as directed by the Employer including the Proper Identification of the Construction Areas. He shall be Responsible for all Damages and Accidents on account of Construction and other Relevant Activities. Nothing shall be paid extra on account of above.
18. The Temporary Warning Signs / Lamps shall be installed at all Barricades during the Hours of Darkness and kept lit there at all times during these hours and nothing shall be paid extra.
19. Barricading and Safety Requirements are very Important Aspects to execute this Project. The above Provisions shall be followed strictly and at no time the Construction / Excavation Areas are to be left Unbarricaded or without Red Lamps during the Hours of Darkness. Failure to comply with the Requirements mentioned in the Preceding Paragraphs shall be deemed to be a Breach of Contract on the Part of the Contractor for which the Contractor shall be Liable to action under Relevant Clauses / Conditions of the Agreement.
20. The Contractor shall engage a road safety expert with a Minimum Qualification Post graduation in Highway Engineering / Transportation Engineering / Road Safety Engineering with a minimum work experience of 5 years in the Highway construction and road safety aspects.
21. The Consent Letter of Road Safety Expert should be submitted to PRAMC within two working days from the date of submission of bids.
22. The detailed drawing showing the locations of all the sign boards as per IRC recommendations to be enclosed along with the bid.
23. Line of credit should **be** submitted to PRAMC within two working days from the date of submission of bids.

24. The road signages shall confirm to the specifications and the authority has right to get the quality of the materials checked as per the IRC and other guidelines at designated laboratories before accepting the bills.
25. The components guarantee / warranty for the road safety components are to be submitted along with the running bills.
27. Detailed drawings in respect of
- Junctions,
 - Signages,
 - Curves
 - Mandatory, Cautionary, Informatory signs,
 - lighting facilities
 - Bus shelter/ Bus bay
 - Speed calming measures
 - and any other road safety related items.
28. The Chief Engineer, PRAMC reserves the right to accept or reject the drawings.

SECTION 6: CONTRACT DATA

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

The following documents are also part of the Contract:
Reference

Clause

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

The Employer is:

Name : The Executive Engineer, Office of the Engineer in Chief, PRAMC

Address : Planning and Road Asset Management Centre (PRAMC),
Public Works Department, 4th Floor, PWD Annexe Building, K R Circle,
Bangalore – 560 001

Name of authorized Representative is

Assistant Executive Engineer, PWD Sub-Division, **Gokak**

The name and identification number of the Contract is **Road safety work on Highway connecting Arabhavi - Challakere road (SH 45) at Chikkanandi Limits and Dundanatti village limits in Gokak Taluk Belagavi District.**

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 9 months with the following milestones - [17, 26]

Milestone dates:

Physical works to be completed Period from the date of issue of
Notice to proceed with the work

Milestone 1 i.e.,	(end of 3 rd month)	30 % of contract value
Milestone 2 i.e.,	(end of 6 th month)	60 % of contract value (cumulative)
Milestone 3 i.e.,	(end of 9 th month)	100 % of contract value (cumulative)

The Site Possession Date: Three days after issue of work order [21]

The Road site is in Gokak Taluk, Belagavi District. [1.1]

The Defects Liability Period is **Two years.** [31]

Insurance requirements are as under: [13]

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

Price Adjustment Formula; **Provision for price Adjustment is not applicable for this work [40]**

The liquidated damages for the whole of the works are Rs. 0.1% OF THE CONTRACT PRICE per day and that for the milestones are as under:

Rs per day [41]

The maximum amount of liquidated damages for the whole of the works is 10% OF THE FINAL CONTRACT PRICE. [41]

Rs. per day

The amounts of the advance payment are: **Not Applicable** [42]

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

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

The amount to be withheld for failing to supply “As-Built” drawings or supply of Operation and Maintenance Manuals by the date required is 1% of the Contract Amount.[48]

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

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

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

SECTION 7: SPECIFICATIONS

**Please refer KPPP
portal**

SECTION 8: BILL OF QUANTITIES

				Rate (Rs)		
Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	In figures	In words	Amount (Rs)

dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

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

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

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

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

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

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

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

SECTION 10: FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his Bid dated _____ *[date]* for the construction -----
----- (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____
[name of bank] of _____ *[name of country]* having our
registered office at _____ (hereinafter called
"the Bank") are bound unto Engineer in Chief, Planning and Road Asset

Management Centre, Public Works Department), 4 th Floor, PWD Annex Building, K R Circle, Bangalore – 560 001

(hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 19____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;
- or
- (2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 24;

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

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

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

[signature, name, and address]

- 1 The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 10.1 of the Instructions to Bidders.
- 2 45 days after the end of the validity period of the Bid.

Ref.....

Bank Guarantee No:

Date:

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

WHEREAS _____ *[name and address of Contractor]*
(hereinafter called "the Contractor") has undertaken, in pursuance of **Indent**
_____ to execute the work of _____ AND

WHEREAS it has been stipulated by you in the said *tender* that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as *EMD* for compliance with his obligations in accordance with the *conditions of Tender*;

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

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

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

We further agree that no change or addition to or other modification of the *terms and conditions of the tender* or of the Works to be performed there under or of any of the *tender* documents.

This guarantee shall be irrevocable and valid until 30 days from the date of expiry of the *Tender Validity Period i.e. 90 days from the date of opening the tender*. If any further extension of this guarantee is required, the same shall be

extended to such required period (not extending 1 year) on receiving instructions from
M/s..... on whose behalf this guarantee is issued.

Witness,

..... (Signature)

Signature and seal of the guarantor

..... (Name)

Name of Bank

..... (Official address)

Address

Date _____