



ಕರ್ನಾಟಕ ನೀರಾವರಿ ನಿಗಮ ನಿಯಮಿತ

(ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಉದ್ಯಮ)

Karnataka Neeravari Nigam Limited

(A Government of Karnataka Enterprise)

ಸಂಖ್ಯೆ: ಕೆಎನ್‌ಎನ್‌/ಎಸ್‌ಬಿಡಿ/2023

ದಿನಾಂಕ: 30.01.2023

1. ಮುಖ್ಯ ಇಂಜಿನಿಯರ್, ನೀರಾವರಿ (ಉತ್ತರ) ವಲಯ, ಬೆಳಗಾವಿ.
2. ಮುಖ್ಯ ಇಂಜಿನಿಯರ್, ಮಲಪ್ರಭಾ ಯೋಜನಾ ವಲಯ, ಧಾರವಾಡ.
3. ಮುಖ್ಯ ಇಂಜಿನಿಯರ್, ತುಂಗಾ ಮೇಲ್ದಂಡೆ ಯೋಜನಾ ವಲಯ, ಶಿವಮೊಗ್ಗ.
4. ಮುಖ್ಯ ಇಂಜಿನಿಯರ್, ನೀರಾವರಿ ಕೇಂದ್ರ ವಲಯ, ಮುನಿರಾಬಾದ್.
5. ಮುಖ್ಯ ಇಂಜಿನಿಯರ್, ನೀರಾವರಿ ಯೋಜನಾ ವಲಯ, ಕಲಬುರಗಿ.

ಮಾನ್ಯರೇ

ವಿಷಯ: ಕರಡು ಟೆಂಡರ್ ಶೆಡ್ಯೂಲ್‌ಗಳನ್ನು Standard Bid Document KW1, KW2, KW3 & KW4 ನಮೂನೆಗಳಲ್ಲಿ ನಿಗಮದಡಿ ಅಳವಡಿಸಬೇಕಿರುವ ಬದಲಾವಣೆಗಳನ್ನು ಅನುಸರಿಸುವ ಕುರಿತು.

ಉಲ್ಲೇಖ: ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಆ.ಇ.410 ವೆಚ್ಚ-12/2022 ದಿನಾಂಕ: 5.07.2022.

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖಿತ ಪತ್ರಗಳನ್ವಯ ನಿಗಮದಲ್ಲಿ ಈ ಹಿಂದೆ ಅಳವಡಿಸಲಾಗುತ್ತಿದ್ದ ನಿಗಮದ ಟೆಂಡರ್ ದಸ್ತಾವೇಜಿನ (ಪಿಡಬ್ಲ್ಯೂಜಿ 65) ಬದಲಿಗೆ Bid Document KW1, KW2, KW3 & KW4 ನಮೂನೆಗಳನ್ನು ಅಳವಡಿಸಲು ಸೂಚಿಸಲಾಗಿರುತ್ತದೆ. ಅದರಂತೆ ಆರ್ಥಿಕ ಇಲಾಖೆಯಿಂದ ಅಂತಿಮಗೊಳಿಸಲಾದ ನಮೂನೆಗಳಲ್ಲಿ ನಿಗಮದ ನಿಯಮಾವಳಿಗಳಂತೆ ಈ ಕೆಳಕಂಡ ಕೆಲವು ಅವಶ್ಯ ಮಾರ್ಪಾಡುಗಳನ್ನು ಅಳವಡಿಸಬೇಕಿರುತ್ತದೆ.

ಅದರಂತೆ ದಿನಾಂಕ: 09.01.2023ರಂದು ಜರುಗಿದ 101ನೇ ಮಂಡಳಿ ಸಭೆಯಲ್ಲಿ ಸದರಿ SBDಗೆ ಅಳವಡಿಸಬೇಕಿರುವ ಅವಶ್ಯ ಬದಲಾವಣೆಗಳಿಗೆ/ಮಾರ್ಪಾಡುಗಳಿಗೆ ಅನುಮೋದನೆ ಕೋರಿ ಮಂಡಿಸಲಾಗಿತ್ತು. ಚರ್ಚೆಯ ನಂತರ, ಕರಡು ಟೆಂಡರ್ ಶೆಡ್ಯೂಲ್ Standard Bid Document KW1, KW2, KW3 & KW4 ನಮೂನೆಗಳಲ್ಲಿ ಈಗಾಗಲೇ ನಿಗಮದಲ್ಲಿ ಅಳವಡಿಸಿಕೊಂಡಿರುವ ಬದಲಾವಣೆಗಳಿಗೆ ಹಾಗೂ ಅದರಂತೆ ಕೈಗೊಂಡಿರುವ ಕ್ರಮಕ್ಕೆ ಮಂಡಳಿಯು ಅನುಮೋದನೆ ನೀಡಿತು ಮತ್ತು ಸದರಿ ಮಾರ್ಪಾಡುಗಳನ್ನು ಪತ್ರದ ಮುಖೇನ ಆರ್ಥಿಕ ಇಲಾಖೆಯ ಗಮನಕ್ಕೆ ತರಲು ಸೂಚಿಸಿತು (ನಡಾವಳಿಯ ಉದ್ಘಾತ ಭಾಗದ ಪ್ರತಿಯನ್ನು ಲಗತ್ತಿಸಿದೆ).

ಈ ಹಿನ್ನೆಲೆಯಲ್ಲಿ, ನಿಗಮದಡಿ ಆಹ್ವಾನಿಸಲಾಗುವ ಟೆಂಡರ್‌ಗಳಲ್ಲಿ ಈ ಕೆಳಗೆ ನಮೂದಿಸಲಾಗಿರುವ ಅಂಶಗಳನ್ನು ಹಾಗೂ ಕೆಡಬ್ಲ್ಯೂಜಿ ಕ್ಲಾಸ್‌ಗೆ ಅವಶ್ಯ ಮಾರ್ಪಾಡುಗಳನ್ನು ಡಿಟಿಪಿನಲ್ಲಿ ಅಳವಡಿಸಿ ನಿಯಮಾನುಸಾರ ಮುಂದಿನ ಸೂಕ್ತ ಕ್ರಮಕೈಗೊಳ್ಳಲು ಸೂಚಿಸಲಾಗಿದೆ.

1. KW bid document ಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಆರ್ಥಿಕ ಇಲಾಖೆಯಿಂದ ಹೊರಡಿಸಲಾದ ಸುತ್ತೋಲೆ/ತಿದ್ದುಪಡಿಗಳನ್ನು ತಯಾರಿಸಲಾಗುತ್ತಿರುವ bid document ನಲ್ಲಿ ಅಳವಡಿಸುವುದು.

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- II. ಸದರಿ bid document ನಲ್ಲಿ ನಮೂದಿಸಲಾದ manual tendering procedure ಗೆ ಸಂಬಂಧಿಸಿದ ಎಲ್ಲಾ ಅಂಶಗಳನ್ನು ಇ-ಪ್ರಾಕ್ಯೂರ್‌ಮೆಂಟ್ ಮಾರ್ಗಸೂಚಿಗಳನ್ವಯ ಅಳವಡಿಸುವುದು.
- III. ಕಂಡಿಕೆವಾರು KW-Clause ನ ಅಂಶಗಳ ಎದುರಾಗಿ ಈ ಕೆಳಗಿನಂತೆ ಪರಿಗಣಿಸುವುದು.

Sl. No.	Existing tender clause	Proposed modification	Reasons for modification
1	<p>Section - 2 (ITT) Clause 2. Eligible Tenderers, KW4</p> <p>2.2 Tenders from Joint ventures are not acceptable.</p>	Joint venture/Tie-up to be acceptable.	<p>In KW -6, J.V. is Permitted for Cost of works >Rs.10 crores. But, KW-6 involves two stage tendering process, i.e., stage 1: prequalification tender & Stage 2- Financial tender. As a result the transparency will not be maintained in tender process because there may be collision from qualified bidders in quoting the financial bids.</p> <p>In this regard, KW 4 needs to be considered for Cost of works >Rs.10 crores.</p> <p>KW-4 does not allow for Joint ventures (JV).</p> <p>Joint venture is required for Lift Irrigation Schemes & Tank Filling Schemes involving electromechanical, civil and other different components.</p> <p>Hence this clause needs to be amended & JV needs to be allowed. In this context, this proposal to be placed before the board of KNNL for approval. Meanwhile bids may be prepared with JV, subject to ratification from board.</p>
2	<p>SECTION 2: (ITT) Clause 7.3 in KW1, KW 2, KW 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.</p>	All duties, taxes (except GST), and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.	The amount put to tender is exclusive of GST and the GST will be paid separately by KNNL as per the prevailing rate as applicable under the law.
3	<p>SECTION 2: (ITT) Qualification of the tenderer: 3.2. (d): The Tenderer or his</p>	i) Clause to be deleted w.r.t. Lift Irrigation	In turnkey projects all electrical works, electromechanical, civil and



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	identified sub-contractor should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling Rs. (usually not less than 50% of the electrical works)* in any one year; (e) The Tenderer or his identified sub-contractor should possess valid license for executing water supply/sanitary engineering works and should have executed similar water supply/sanitary engineering works totaling Rs..... (usually not less than 50% of the water supply/sanitary engineering works)* in any one year;	Schemes & Tank Filling Schemes. ii) To be retained for building works and also KW-1 & KW-2	other different works are carried out by the contractor. It's the sole responsibility of the contractor to finish the works in all respect. In this context, clause (d) & (e) are to be deleted for turnkey projects.
4	SECTION 2: (ITT) 3.6 Bid capacity : Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under: Assessed available tender capacity = (A*N*1.5 - B)	<u>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:</u> <u>Assessed available tender capacity = (A*N*1.5 - B)</u> To be added along with existing clause. " If a bidder participates in more than one bid and technically qualifies and subsequently becomes lowest in more number of bids than his/her bid capacity, then the tenderer can give his option to select the works based on his/her preference equivalent to his	Clause is silent w.r.t situation/condition stated in proposed modification. Hence, this needs to be considered in order to avoid retendering, leading to delay in implementation of works/projects.

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		<p>bid capacity. Further for the balance bids next lowest bidders will be eligible to accept at lowest bidders rates equivalent to their bid capacity provided if the competent authority accepts it."</p> <p>(Inclusion in the tender document proposed)</p> <p>In case first lowest bidder doesn't come forward to conclude agreement and execute the work within the stipulated period the next lowest bidders will be offered to execute at the first lowest bidders rate if the competent authority desires it.</p> <p>This proposal is recommended by committee for approval from competent authority.</p>	
5	<p>SECTION 2: (ITT)</p> <p>12. Tender validity</p> <p>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 <u>shall be rejected by the Employer as non-responsive.</u></p>	-	<p>180 days, as per prevailing norms. Since the tenders are to be cleared/approved at various levels, tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission.</p> <p>Hence recommended.</p>
6	<p>SECTION 2: (ITT)</p> <p>13. EMD validity</p> <p>13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.</p>	To be modified to 180 days + 45 days beyond the validity of the tender.	<p>Since Tender validity period itself is 180 days, EMD is valid for 45 days beyond the validity of the tender</p>
7	<p>SECTION 2: (ITT)</p> <p>29. Security deposit.</p> <p>29.1 Within 20 days of receipt of the Letter of</p>	<p>Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer</p>	<p>As per prevailing GO FD 456 Exp-12/2022 Bangalore, dated 10/08/2022, presently 3% of the</p>



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	Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 10% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the	shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 3% of the contract price (up to 31/03/2023) and 5% of the contract price beyond 31/03/2023. plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract.	contract price (up to 31/03/2023) and 5% of the contract price beyond 31/03/2023.
8	SECTION 2: (ITT) 30. Advance payment and security 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.	Clause to be deleted	Mobilization advance is not allowed as per GO 127, Dt: 30/05/2020.
9	Section 5: Condition of contract Clause 24. Procedure for resolution of disputes: 24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision. 24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding. 24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.	Clause to be deleted and this shall be replaced by the Dispute resolution mechanism clause of PWG (65)): Clause 29	All the Nigams under WRD have modified this clause and opted for dispute resolution mechanism as per PWG (65): Clause 29 instead of KW - Arbitration clause

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10	<p>Section 5: Condition of contract</p> <p>C. Quality control</p> <p>29. Identifying defects 29.1 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</p>	<p>To be added along with existing clause:</p> <p>Detailed project specific note for Quality Control & Quality Assurance Plan for all works including civil works shall be inserted & checks for the work shall be accordingly.</p>	<p>In order to ensure Quality of work, detailed Q.C note & QAP to be inserted.</p> <p>Provision for Third party inspection for works more than 2.00 crores. (as per GO No.FD 55 pro. cell 2004 Dt:17.02.2005) is recommended.</p>
11	<p>Section 5: Condition of contract</p> <p>34. Variations 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</p> <p>(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);</p> <p>(b) Omit any item of work;</p> <p>(c) Change the character or quality or kind of any item of work;</p> <p>(d) Change the levels, lines, positions and dimensions of any part of the work;</p> <p>(e) Execute additional items of work of any kind necessary for the completion of the works; and</p> <p>(f) Change in any specified sequence, methods or timing of construction of any part of the work.</p>	<p>Variations are not allowed in turnkey projects.</p> <p>Hence clause needs to be deleted with respect to LIS/TFS/any other turnkey projects.</p>	<p>The turnkey project is one which involves design, installation, testing, commissioning and equipped with all facilities as specified under a contract. It is handed over to Employer when it becomes ready to operate.</p> <p>The bidder is responsible for completion of the project with all respect as per scope of agreement. Hence there will be no scope for variations in turnkey projects.</p>



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	<p>34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.</p> <p>34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.</p> <p>34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.</p>		
12	<p>Section 5: Condition of contract</p> <p>Clause 35- KW1, KW2, KW3</p> <p>Clause 39- KW4</p> <p>TAX: The rates quoted by the Contractor shall be deemed to be inclusive of the sales tax, labour welfare cess at 1.00% 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.</p>	<p>The rates quoted by the Contractor shall be deemed to be inclusive taxes that the Contractor will have to pay for the performance of this Contract except GST. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law. As per Govt. order FD: 447: Expenditure:12/2022 Bangalore dtd: 30-7-2022 GST of 18% will be added to the contract amount separately.</p>	<p>The amount put to tender is exclusive of GST and the GST will be paid separately by KNNL as per the prevailing rate as applicable under the law.</p>

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13	<p>Section 5: Condition of contract</p> <p>38. Compensation events</p> <p>38.1 The following are Compensation events unless they are caused by the Contractor:</p> <p>(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.</p> <p>(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.</p> <p>(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.</p> <p>(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.</p> <p>(e) The effect on the Contractor of any of the Employer's Risks.</p> <p>(f) The Employer unreasonably delays issuing a Certificate of Completion.</p> <p>(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.</p> <p>38.2 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</p>	<p>Clause to be deleted with concurrence of FD or competent authority.</p>	<p>The department will hand over the site as soon as the contract agreement is signed with the contractor.</p> <p>Department will also acquire necessary land required for the work.</p> <p>In turn key projects there would not be any variation in scope. Hence no question of additional works.</p> <p>Submission of bills & Completion certificate will be done as per approved price break up.</p>



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	<p>shall be increased and whether and by how much the Intended Completion Date shall be extended.</p> <p>38.3 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.</p> <p>38.4 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.</p> <p>KW-1: Clause 18. Possession of the Site</p> <p>18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.</p>		
14	<p>Section (5) & Section (6)</p> <p>40. Price Adjustment</p> <p>40.1 Contract price shall be adjusted for increase or</p>	-	Prevailing norms to be incorporated as per FD GO 2004, 2008 & 2016 in special conditions of contract.

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	decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data. ²⁹		
15	<p>Section (5): Condition of contract</p> <p>41. Liquidated damages.</p> <p>41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.</p> <p>41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.</p>	To be incorporated as per prevailing norms of PWG-65: Penalty for delay - Clause 2.	<p>To be incorporated as per prevailing norms of PWG-65: Penalty for delay -Clause 2.</p> <p>Conditions attributable to liquidated damages in KW-4 & PWG-65</p> <p>KW-4 :</p> <p>a) Liquidated damages are calculated as 0.1% of contract price per day against short fall of the works or the milestones as stated in contract data of the tender.</p> <p>b) Total amount of Liquidated damages shall not exceed 10% of final contract price.</p> <p>PWG-65 :</p> <p>a) Liquidated damages/Penalty is calculated as 1% of the estimated cost for the balance work assessed according to the programme, for every day.</p> <p>b) Total amount of Liquidated damages/Penalty to be paid shall not exceed 7.5 % of the estimated cost of the entire works.</p>
16	<p>Section (5): Condition of contract</p> <p>Taking over</p> <p>46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.</p>	<p>To be modified as</p> <p>1. The Employer shall take over the Site and the Works <u>"after maintenance period"</u> in turn key projects.</p>	To ensure that works are in good/working condition after the specified period.



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Sl. No.	Existing tender clause	Proposed modification	Reasons for modification
		2. The Employer shall take over the Site and the Works <u>"after defect liability period"</u> in other projects.	
17	Section (5): Condition of contract 47. Final account 47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.	To be modified, <u>"as per availability of grant"</u>	Based on LOC received from government/FD payments are released.
18	Section (5): Condition of contract 49. Termination 49.2 Fundamental breaches of Contract include, but shall not be limited to the following: (b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days; (d) a payment due to the Contractor is not paid by the	Sub clause (b) & (d) to be deleted	(b) Such instance doesn't arise. (d) Payments are released <u>"as per availability of grants"</u> . Hence recommended for deletion.

A Concern for Water

Sl. No.	Existing tender clause	Proposed modification	Reasons for modification
	Employer within 90 days of the date of the submission of the Bill by Contractor;		
19	Section -9 : BOQ	In SBD, BOQ is framed for item rate tender works. But for turnkey projects approved price break format needs to be inserted.	For LIS project / TFS ; Approved price break format with necessary details to be inserted. Standard format to be finalized & incorporated accordingly.

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