

VISVESVARAYA TECHNOLOGICAL UNIVERSITY

"Jnana Sangama", Belagavi-590018, Karnataka.

KW-2

Phone No: 0831-2405468

Fax No.: 0831-2405467

Name of the Work : Conversion of Valuation block to Department of Master of Business Administration at VTU Regional centre, Mysuru.

Tender Schedule issued to _____

MEMORANDUM

Name of Work:

1)	Tendered amount	Rs. 43,77,147/-
2)	Earnest Money Deposit @ 2.0%	Rs. 87,600/-
3)	Initial Money Deposit @ 5.0 %	Rs. 2,18,857/-
		<hr/>
		Total Rs. 46,83,604/-
		<hr/>

TENDER REFERENCE: VTU/BGM/RE/JE/2023-24/IFT No.41/5016/1, Dt:19-12-2023

Tender Documents Available on KPPP portal	: 19-12-2023
Last Date for Receipt of Tenders through Online	: 28-12-2023 at 16.00 hours
Time and Date opening of Tender	: 29-12-2023 at 16.30 hours
Place of Opening of Tender	: Office of the Registrar "Janana Sangama", VTU, Belagavi.
Address for communication	: The Registrar "Janana Sangama", VTU, Belagavi.

To be Filled at the time of opening the Tender

E.M.D. Details:

Opened by me this day the _____ of 2023 at _____
1 _____
Contractor _____ Registrar
VTU, Belagavi

Contents

Section	Description	Page No.
1.	INVITATION FOR TENDERS (IFT)	3
2.	INSTRUCTIONS TO TENDERERS (ITT)	4
3.	FORM OF TENDER AND QUALIFICATION INFORMATION	13-15
4.	CONDITION OF CONTRACT (CC)	20
5.	CONTRACT DATA	32
6.	SPECIFICATIONS	34
7.	DRAWINGS	35
8.	FORMAT OF BANK GUARANTY FOR SECURITY DEPOSIT	36
9.	BILL OF QUANTITIES	37
10.	ROYALTY SCHEDULE	38

All the conditions related to E-Proc will be followed

SECTION 1: INVITATION FOR TENDERS

SECTION 1: INVITATION FOR TENDERS (IFT)

Dates:- Please refer KPP portal

1. The **Registrar, VTU, Belagavi** invites Tenders from eligible Tenderers, registered in P.W.D./MES/CPWD/KPTCL Karnataka 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. **Tenders are advised to note the minimum qualification criteria specified in Clause 3 of the instruction to Tenders to qualify for the award of the Contract.**
2. Tender documents may be downloaded from Government of Karnataka e-Procurement 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 which will be paid online through KPPP portal .
4. Tenders must be electronically submitted (on-line through internet) within the date and time published in KPPP portal. Tenders will be opened at prescribed time and date in the KPPP portal , in the presence of the Tenderers who wish to attend at the Office of the Registrar, VTU, Jnana Sangama, Belagavi.
5. A Pre-tender meeting will be held at published time and place in KPPP portal to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.
6. Other details can be seen in the tender documents.

TABLE

<u>Sl. No.</u>	<u>Name of work</u>	<u>Approximate value of work</u>	<u>Earnest Money Deposit</u>	<u>Transaction fee, only in case Tenderers who wish to participate.</u>	<u>Period of completion including monsoon</u>	<u>Contractor eligibility</u>
1	2	3	4	5	6	7
1	Conversion of Valuation block to Department of Master of Business Administration at VTU Regional centre, Mysuru	43,77,147	87,600	As per KPPP portal	05 Months	Registered PWD Class III & above contractor

VISVESVARAYA TECHNOLOGICAL UNIVERSITY

“ Jnana Sangama”, Belagavi-590018, Karnataka.

SECTION 2 : INSTRUCTION TO TENDERS

Table of Clauses

A.	General	Page No.
1	Scope of Tender	5
2	Eligible Tenderer	5
3	Tender capacity	5
B	Tender Documents	
4	Content of Tender documents	6
5	Amendment of Tender documents	6
C	Preparation of Tenders	
6	Documents comprising the Tender	6
7	Tender Prices	6
8	Tender Validity	7
9	Earnest money Deposit	7
10	Format and signing of Tender	8
D	Submission of Tenders	
11	Sealing and marking of Tenders	8
12	Deadline for submission for Tenders	8
13	Late Tenders	9
14	Modification and Withdrawal of Tenders	9
E	Tender opening and evaluation	
15	Tender Opening	9
16	Process to be confidential	10
17	Clarification of Tenders	10
18	Examination of Tenders and determination of responsiveness	10
19	Correction of Tenders	10
20	Evaluation and comparison of Tenders	11
F	Award of Contract	
21	Award criteria	11
22	Employer’s right to accept any Tender and to reject any or all Tenders	11
23	Notification of award and signing of Agreements	11
24	Security deposit	12
25	Corrupt or fraudulent practices	12
26	Facilities	12

(A) General

1 Scope of Tender

1.1 The Registrar, VTU, Belagavi invites Tender from Contractors registered in Karnataka P.W.D. / MES/CPWD/KPTCL 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. The Tenderers may submit Tenders for any or all of the works detailed in the table given in invitation for Tender.

2 Eligible Tenderers

2.1 Tender 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 the Tenderers shall provide the requested information accurately and in sufficient detail in Section 3 Form of Tender and Qualification information.

3.2 To qualify for award of this contract. Each Tender in his name should have in the last five years period (2018-19, 2019-20, 2020-21, 2021-22, 2022-23).

- a) Achieved in at least two financial years a minimum financial turnover of **Rs.43.77**
- b) Mandating satisfactory completion as a prime contractor for at least one similar work to an extent of 50% of the cost of the work i.e. **Rs. 21.89 lakhs**
- c) The Tender should possess required valid electrical license for executing building electrification works and should have executed similar electrical works totaling **Rs. 4.50 lakhs**_(not less than 50% of the electrical works) in any one year.
- d) The tenderer should submit Bankers certificate in the name of Finance Officer, VTU, Belagavi for the above work amounting to Rs. 13.13 Lakhs
- e) The Tenderer or his identified sub- contractor should possess valid license for executing water supply/ sanitary engineering works) in any one year. (not applicable)

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

$$\text{Assed available Tender Capacity}=(A*N*1.5-B)$$

Where

A= Maximum value of civil engineering works executed in anyone during the last five years i.e. (2018-19, 2019-20, 2020-21, 2021-22, 2022-23) taking in to account the completed as well as works in progress.

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

B= Value at 2022-23 price level, of existing commitments and on-going works to be completed during the next six Months.

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

- 3.4 Even though Tenderers meet the above criteria, they are subject to be disqualified if they have:
- made misleading or false representation in the forms, statements and attachments submitted in the proof of the qualification requirements; and /or
 - record of poor performance such as abandoning the works, not properly completing the contract inordinate delays in completion, litigation history, or financial failures etc, and/or participated in the previous Tender for the some work and had quoted unreasonably high Tender prices and could not furnish rational justification.
- 3.5 In the case of death of contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered contractor and willing can executed and complete the work at the accepted Tender rates irrespective of the cost of the work.

(B) Tender documents

4 Content of Tender documents

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

5 Amendment of Tender documents

- 5.1 Before the deadline for submission of Tenders the Employer may modify the Tender documents by issuing addenda.
5.2 Any addendum thus issued shall be part of the Tender documents shall be communicated in writing or by cable to all the purchasers of the Tender documents.
5.3 To give prospective Tenderers reasonable time in which to take an addendum in to account in preparing their Tenders. The Employer shall extend as necessary the deadline for submission of Tenders. In accordance with Sub-Clause12.2 below.

(c) Preparation of Tender

6 Documents comprising the Tender

- 6.1 The Tender submitted by the Tenderer shall comprise the following:
- (a) The Tender (In the format indicated in section3).
 - (b) Earnest money deposit;
 - (c) Priced Bill of Quantities;
 - (d) Qualification Information Forms and Documents;

and any other materials required be completing and submitting by Tenderers in accordance with these instructions. **The documents listed under Section 3, 5, and 8 shall be filled without exception.**

7. Tender Prices

7.1 The contract shall be for the whole works as described in sub-Clause 1.1, based on the Price Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rate and prices and line item total (both in figures and words) for all items of the works described in the Bill of Quantities along with total Tender Price (both in figures and words)

Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and Bill of Quantities. Correction if any shall be made by crossing out initialing dating and rewriting.

7.3 All duties, taxes Labour welfare Cess and other levies payable by the contractor under the Contract, or for any other causes, shall be included in the rates, price and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

8 Tender Validity

8.1 Tenders shall remain valid for period not less than ninety days after the deadline date for Tender submission specified in clause 12. A Tender valid for shorter period shall be rejected by **the Employer as non-responsive.**

8.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request that the Tenderes may extend the period of validity for specified additional period. The request and the Tenderer's responses shall be made in writing or by cable. A Tender may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with clause 9 in all respects.

9 Earnest Money Deposit

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

Credit Card

Direct Debit

National Electronic Fund Transfer (NEFT)

Over the Counter (OTC)

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

- a. EMD will be accepted only in the form of electronic cash of One Lakh Rupees of the specified EMD amount, Bank Guarantee must be given for the remaining amount in prescribed format. The copy of the Bank Guarantee must be scanned and submitted along with the Technical bid. The original should be produced during opening of Technical bid.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction. It is responsibility of Contractors to ensure that payment through NEFT reaches Payment to Government of Karnataka Bank before Bid submission date and time, through online payment. In case of OTC Payment, the DD to be drawn in favour of " e-Procurement, Government of Karnataka " and submit to Axis Bank before bid submission time and update the transaction reference in e-Procurement portal.
- 9.2 Instruments having fixed validity issued as earnest money deposit for the Tender shall be valid for **90 days beyond** validity of the Tender.
- 9.3 Any Tender not accompanied by an acceptable earnest money deposit and secured as indicated in Sub-Clause 9.1 and 9.2 above shall be rejected by the Employer non responsive.
- 9.4 The earnest money deposit of unsuccessful Tenderers will be return within 30 days of the end of the Tender validity period specification in Subject Clause 8.1.
- 9.5 The earnest money deposit of successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 9.6 The earnest money deposit may be forfeited:
- (a) if the Tenderer withdraws the Tender after Tender opening during the period of Tender validity.
 - (b) if Tenderer does not accept the correction of the Tender price, pursuant to Clause 19; or
 - (c) in the case of successful Tender; if the Tenderer fails within the specified time limit to
 - (i) Signe the Agreement; or
 - (ii) furnish the required Security deposit

10 Format and signing of Tender

- 10.1 The Tender shall prepare one original and a copy of the documents comprising the Tender as described in Clause 6 of these instructions to Tenderer and clearly marked "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them. The original shall prevail.
- 10.2 The original and a copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of The Tenderer. All pages of the Tender where entries or amendments have been made shall be initialed by the person signing the Tender.
- 10.3 The Tender shall contain no alternation or additions, excepts those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tender, in which case such correction shall be initialed by the person signing the Tender.

(D) Submission of Tenders

11 Sealing and marking of Tenders

- 11.1 The Tender shall seal the original and copy of the Tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. These envelopes (called as inner envelopes) shall then be put inside one outer envelope.
- 11.2 The **inner and outer** envelopes shall
- (a) be addressed to the Employer at the following address:
The Registrar, VTU, Belagavi.
and
 - (b) bear the following identification:
 - Tender for _____ (name of contract)
 - Tender Reference No _____ (Insert number)
 - DO NOT OPEN BEFORE _____ [time and date for Tender opening per Clause 15]
- 11.3 In addition to the identification required in Sub-Clause 11.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared late, pursuant to Clause 13.
- 11.4 If the outer envelopes is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

12 Deadline for submission of the Tenders

- 12.1 Tenders must be received by the employer at the address specified above not later than 16.00 Hours. In the event of the specified date for the submission of Tenders being declared the holiday for the Employer, the Tender will be received up to the appointed time on the next working day.
- 12.2 The Employer may extend the deadline for submission of the Tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and Tenders previously subject to the original deadline will be then the subject to the new deadline.

13 Late Tenders

- 13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tender.

14 Modification and Withdrawals of Tenders

- 14.1 Tenders may modify contents of First or second cover separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 12.
- 14.2 Each Tender’s modification separately for each cover or withdrawal notice shall be prepared, sealed, marked and delivered in accordance with Clause 10 & 11, with the outer and inner envelopes additionally marked “**MODIFICATION FOR FIRST/ SECOND COVER** “ Or “**WITHDRAWL**” as appropriate.
- 14.3 No Tender may modified after the deadline for submission of Tenders.
- 14.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specification in

- Clause 8.1 above or as extended pursuant to Clause 8.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 9.
- 14.5 Tenders may only offer discount to or other wise modify the prices of Their Tenders by submitting Tender modification in accordance with this clause, or included in the original Tender submission.

(E) Tender opening and evaluation

15 Tender Opening

- 15.1 The Employer will open all the Tenderers received (except those received late), including modification made pursuant to Clause 14, in the presence of the Tenderers or their representatives who choose to attend at 16.30 hours on the date and the place specified in Clause 12, In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 15.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out of first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened. Subsequently all envelopes marked "**MODIFICATION**" shall be opened and the submission therein read out in the appropriate detail.
- 15.3 The Tenderers names, the Tender prices, the total amount of each Tender any discounts, Tender Modification and withdrawals, the presence or absence of Tender Security such other details as the Employer may consider appropriate, will be announced by the Employer at the opening No Tender shall be rejected at Tender opening except for the late Tenders Pursuant to Clause 13. Tenders [and modifications] sent pursuant Clause No 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned unopened to Tenders.
- 15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3

16 Process to be Confidential

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

17 Clarification of Tenders

- 17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates, the request for clarification and 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 19.
- 17.2 Subject to sub-clause 17.1, no Tenderers shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is

awarded. If the Tenderer wish to bring additional information to the notice of the Employer, it should do so in writing.

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

18 Examination of Tenders and determination of responsiveness

- 18.1 Prior to the detailed evaluation of Tenders, the Employer will determined whether each Tender

a) meets the eligibility criteria defined in clause 2;
(b) has been properly signed.
(c) is accompanied by the required earnest money deposit and;
(d) is substantially responsive to the requirements of the Tenders documents

- 18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material devotion or reservation is one

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

19 Correction of errors

- 19.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) Where there is discrepancy between the rates in figures and in words lower of the two will govern: and
(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.

- 19.2 The amount stated in the Tender will be adjusted by the employer in accordance with the above procedure for the correction of the errors and with the concurrence the Tenderer shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

20 Evaluation and comparison Tenders

- 20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

- 20.2 In evaluating the Tenders. the Employer will determine for each Tender the evaluated Tender Priced by adjusting the Tender Prices as follows:

(a) making any correction for errors pursuant to Clause 19;and
(b) making appropriate adjustment to reflects discounts or other price modifications offered in accordance with Sub Clause 14.5.

- 20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer Variations, deviations, alternative offers and other factors which are in excess of the requirements of the Tender Requirements of the Tender documents or

other wise result in un solicited benefits for the Employer shall not be taken in to account in Tender evaluation.

(F) Award of Contract

21 Award criteria

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

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

- 22.1 Not with standing Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders at any time prior to the award of Contract, without thereby incurring any liability to the effected Tender or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the employer's action.

23 Notification of award and signing of Agreement

- 23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution; completion; and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the contract called the "Contract Price").
- 23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with provisions of clause 24.
- 23.3 The Agreement will incorporate all agreements between the Employer and successful Tender. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of the receipt, the successful Tender will sign the Agreement and deliver it to the Employer.
- 23.4 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.

24 Security deposit

- 24.1 Within **20 days of receipt of the Letter of Acceptance**, the successful Tender shall deliver to the employer a Security deposit in any of the forms given below for an amount of equivalent to 5.0% of the Contract price: plus additional security for unbalanced Tenders in accordance with clause 25.5 of ITT & Clause 44 of the Condition of the Contract.
- Demand draft in favor of **The Finance Office, VTU**, Payable at **Belagavi** from any Nationalized or Schedule Banks.

- 24.2 The security deposit if furnished in demand draft, if requested, be converted to interested bearing securities at the cost of the contractor.
- 24.3 Failure of the successful Tenderer to comply with the requirements of sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

25 Corrupt or Fraudulent practices

- 25.1 The VTU requires that the Tenderers observe the highest standard of the ethics during the procurement and execution of such contracts. In pursuance of this policy, VTU:
- (a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded VTU contract if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a VTU contract.
- 25.2 Further more, Tenders shall be aware of the provision stated in Sub-Clause 43.2 of the Conditions of Contract.

26 Facilities

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

SECTION 3: FORM OF TENDER, AND QUALIFICATION INFORMATION

TABLE OF FORMS:

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

FORM OF TENDER

Description of the Works: _____

TENDER

To,

The Registrar,
VTU, "Jnana sangama",
Belagavi-590018.

Sir,

We offer to execute the works described above in accordance with the Conditions of Contract accompanying this Tender for the contract Price of _____
(Rupees _____)

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

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

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

We attach here with our current income-tax clearance certificate.

Yours Faithfully,

Authorized Signature

Name & Title of Signatory _____

Name of Tenderer _____

Address _____

QUALIFICATION INFORMATION

The information to be filled in by the Tenderer here under will be used for purposes of computing Tender capacity as provided for in Clause 3 of the instructions to Tenderers. This information will not be incorporated in the contract.

- 1.1 Constitution or legal status of Tender [Attach copy]
Place of Registration _____
Principal place of business [Attach copy]
- 1.2 Total value of civil engineering construction
Works executed and payments received in the last five years
- 2018-19 _____
2019-20 _____
(Attach certificate from chartered Accountant) 2020-21 _____
2021-22 _____
2022-23 _____

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

Project Name	Name of Employer	Description of Work	Contact Number	Value of Contract Rs. Lakhs	Date of Issue of Work	Specified period of Completion Order	Actual date of Completion	Remarks explaining Reasons for delay in Completion Of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

(A) Existing commitments and non-going works:

Description Anticipated of Work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs) (The contractor shall enclosed/attach all the necessary certificates duly attested by the employer)	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Work for which Tenders already submitted:

Description of Work	Place & 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)

- 1.5 Construction equipment owned by the Tender and equipment proposed to be deployed on this contract, if awarded:
- 1.6 Reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
- 1.7 Qualification and experience of the key technical and management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this Contract, if awarded.
- 1.8 Name, address and telephone, telefax, and fax numbers of the Tenderer's Bankers who may provide references if conducted by the Employer.
- 1.9 Proposal for subcontracting components of the works amounting to more than 20% of the contract price [for each, the qualification and experience of the identified Sub-contractor in the relevant fields should be attached].

VISVASVARAYA TECHNOLOGICAL UNIVERSITY

“Janana Sangama “ Belagavi-590018, Karnataka.

Letter of Acceptance

Date:_____

To,

(Name & Address of the Contractor)

Dear Sirs,

This is to notify you that Your Tender dated _____ for execution of the _____

name of the contract and identification number, as given in the instructions to Tenders)for the contract

Price of Rs._____ (Rupees_____)

as corrected and modified in accordance with instructions to Tenders is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 24.1 of ITT for an amount of Rs_____ within 20days of the receipt of this letter of acceptance valid up to 30days from the date of expiry of Defects Liability Period i.e. up to_____ and sign the contract, failing which action as started in Para24.3 of ITT will be taken.

Yours faithfully,

Registrar
VTU, Belagavi

VISVASVARAYA TECHNOLOGICAL UNIVERSITY

“Janana Sangama “ Belagavi-590018, Karnataka.

Issue of Notice to proceed with the work

Date:_____

To,

(Name & Address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite Security deposit as stipulated in ITT Clauses 24.1 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,

Registrar
VTU, Belagavi

AGREEMENT FORM

This agreement made the day of _____ 20_____ between **The Registrar, VTU, Belagavi** and Shri. _____ (here in after 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 defect therein at a contract price of Rs. _____

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 the Contract hereinafter referred to and they shall be deemed to form and read and construed as a 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 inconformity in all aspects with the provisions of the Contract.
3. The Employer hereby convents 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 construed as part of this Agreement viz:
 - i) Letter of Acceptance;
 - ii) Notice to proceed with the works;
 - iii) Contractor's Tender;
 - iv) Contract Data;
 - v) Conditions of Contract(including special conditions of Contract);
 - vi) Specifications;
 - vii) Drawings;
 - viii) Bill of Quantities; and
 - ix) Any other document listed in the Contract Data as forming part of the contract. In witness where of the parties there to 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 the Employer _____

Binding Signature of the Contractor: _____

SECTION 4: CONDITION OF CONTRACT

Table of Contents

		Page No.
A.	General	
1	Definitions	21
2	Interpretation	22
3	Law governing contract	22
4	Employers decisions	22
5	Delegation	22
6	Communications	22
7	Subcontracting	22
8	Other Contractors	22
9	Personnel	22
10	Employer's & Contractor's risk	23
11	Employer's risk	23
12	Contractor's risk	23
13	Query about Contract Data	23
14	Contractor to construct the works	23
15	The works to be completed by intended Completion Date	23
16	Safety	23
17	Discoveries	23
18	Possession of the Site	23
19	Access to the Site	24
20	Instructions	24
B	Time Control	
21	Program	24
22	Extension of the Intended Completion Date	24
23	Delays ordered by the Employer	24
24	Management meetings	24
C	Quality Control	
25	Identifying defects	25
26	Tests	25
27	Correction of defects	25
28	Uncorrected defects	25
D	Cost Control	
29	Bills of Quantities (BOQ)	25
30	Variations	25
31	Payment for Variations	26
32	Submission of bills for payment	26
33	Payments	27
34	Compensation events	27
35	Tax	27
36	Liquidated damages	27
37	Cost of repairs	28
E	Finishing of Contract	
38	Completion	28
39	Taking Over	28
40	Final Account	28
41	As built drawings	28
42	Termination	28
43	Payment upon termination	29
44	Property	30
45	Release from performance	30
F.	Special Conditions of Contract	30

Conditions of Contract

(A)General

1 Definitions

- 1.1 Terms which are defined in the Contract data are not also defined in the conditions of Contract but keep their defined meanings. Bold letters are used to identify defined items

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

Compensation events are those defined Clause 34 here under.

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

The **Contract** is contract between the Employer and the Contractor to execute, complete and maintains the works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the contract.

The **Contractor** is person or corporate body whose Tender carryout the works has been accepted by the Employer.

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

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

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

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

The **Defects liability** period is the period named in the contract Data and calculated from the completion 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 Intend Completion Date is date on which it is intended that the Contractor shall complete the works The Intend Completion Date is specified in the Contract data The Intend Completion Date may be revised only by the employer by issuing an extension of time.

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

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

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

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

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

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

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

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

2 Interpretation

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

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

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

3 Law governing contract

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

4 Employer's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

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

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

10 Employer's and Contractor's risk

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

11 Employer's risk

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

12 Contractor's risk

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

13 Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract data.

14 Contractor to construct the works

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

15 The Works to be completed by the Intended Completion data

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

16 Safety

16.1 The Contractor shall be responsible for the safety of al activities on the site.

17 Discoveries

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

18 Possession of the Site

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

19 Access to the Site

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

20 Instructions

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

(B) Time control

21 Program

- 21.1 Within the time stated in control Data the Contractor shall submit to the employer for approval program showing the general methods, arrangements, order, and timing for all the activities in the works.
- 21.2 The Employer's approval of the Program shall not alter the Contractor's obligation. The contractor may revise the program and submit it to the employer again at any time. A revised Program is to show the effect of a compensation Event or variation and submitting full supporting information.

22 Extension of the Intended Completion Date.

- 22.1 The Employer shall extend the Intended Completion Date if a compensation Event occurs or variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date.
- 22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23 Delays order by the Employer

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

24 Management Meetings

- 24.1 The employer may require the contractor to attend management meeting. The business of management meeting shall be review the progress achieved and the plans for remaining work.
- 24.2 The responsibilities of the parties for action to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

(C) Quality Control

25 Identifying defects

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

26 Tests

- 26.1 If the Employer instructs the contractor to carry out 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 are no Defects the test shall be a Compensation Event.

27 Correction of defects

- 27.1 The employer shall give a notice to the contractor of any defects before the end of the defects liability period, which begins at Completion and is defined in the Contract data. The defects liability period shall be extended for as long as Defects remain to be corrected.
- 27.2 Every time notice of a defect is given the contractor shall correct the notified Defect within the length of time specified by the employer's notice.

28 Uncorrected Defects

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

(D) Cost Control

29 Bill of Quantities (BOQ)

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

30 Variations

- 30.1 The employer shall have power to order to contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.
- (a) Increase or decrease of any item of work included in the Bill of quantities (BOQ);
 - (b) Omit any time of work;
 - (c) Change the character or quality or kind of any item of work;
 - (d) Change the levels, lines, positions and dimensions of any part of the work;
 - (e) Execute additional items of work of any kind necessary for the completion of the works;
 - (f) Change in any specified sequence, methods or timing of construction of any part of the work.
- 30.2 The Contractor shall be bound to carry out the in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or in validate the contract.
- 30.3 Variations shall not be made by the contractor without an order in writing by the employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed confirms to the approved drawings.
- 30.4 The Contractor shall promptly request in writing the employer to confirm verbal orders and officer issuing oral instructions shall confirm it writing within 30 days failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ., failing which the contractor shall be responsible for deviation if any. Further approval of Govt. has to be obtained for the variation exceeding 5 % .

31 Payments for Variations

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

32 Submission bill for Payment

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

33 Payments

- 33.1 Payments shall be adjusted for deductions for retention, other recoveries in items of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60

days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress.

For progress beyond the agreed programs payment is subject to availability of the grants.

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

34 Compensation Events

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

- (a) The Employer does not give access to apart of the Site by the site Possession Date stated in the Contract data.
- (b) The employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (c) The employer instructs the contractor to uncover or to carry out additional testes upon work which is then found to have no defects.
- (d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
- (e) The effect on the Contractor of any of the Employer's risks.
- (f) The Employer unreasonably delays issuing a certificate of completion.
- (g) Other Compensation Events listed in the contract data or mentioned in the Contract.

- 34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract price shall be increased and /or Intended Completion Date is extended. The employer shall decide whether and by how much the intended Completion date shall be extended.

- 34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast has been provided by the contractor, it is to based by the employer and the contract price shall be adjusted accordingly. If the contractor's forecast is deemed unreasonably, the Employer shall adjust the Contract price based on Employer's own forecast. The employer will assume that the Contractor will react completely and promptly to the event.

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

35 Tax

- 35.1 The rates quoted by the contractor shall be deemed to be 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 the source as per applicable law.

36 Liquidated damages

- 36.1 The contractor shall pay liquidated damages to the employer at the rate per day stated in the Contract data for each day that the completion Date is latter than the intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in contract data. The

Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

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

37 Cost of repairs

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

(E) Finishing the Contract

38 Completion

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

39 Taking over

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

40 Final account

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

41 As built drawings

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

42 Termination

- 42.1 The Employer or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) The Contractor stops the work for 45 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Employer.
- (b) Deleted vide G.O.No. FD-4/PCL2008 Bangalore dated: 14-10-2008
- (c) The Contractor becomes bankrupt or goes in to liquidation other than for reconstruction or amalgamation.
- (d) Deleted vide G.O.No. FD-4/PCL2008 Bangalore dated: 14-10-2008
- (e) The employer gives the notice that failure to correct a particular defect is fundamental breach of contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer.
- (f) The Contractor does not maintain a security which is required;
- (g) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
- (h) If the contractor in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving, or soliciting of any of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial noncompetitive levels and to deprive the Borrower the benefits of free and open competition.

42.3 When either party to the contract gives notice of a breach of contract to the Employer for a clauses other than those listed under sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

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

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

43 Payment upon Termination

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

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of the Contract by the employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of equipment, representation of the Contractor's personnel employed

solely on the works, and the Contractors costs of protecting and securing the works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44 Property

44.1 All materials on the site, Plant, equipment, Temporary works and Works are deemed to be the property of the Employer, if the contract is terminated because of a Contractor's default.

45 Release from performance

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

(F) Special 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, for their payment, housing, feeding and transport.

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

2 Compliance with labour regulations:

During continuance of the Contract, the contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules), regulations 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 Component authority on account of contravention of any of the provisions of any act or rules made there under, regulations or notifications including amendments. If the employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non- observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any. On the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to cover " from the Contractor any sum required or estimated to be required for making good the loss or damage

suffered by the Employer. The labour welfare Cess will be imposed and recovered from the bills of Contractors, as specified by the Labour department time to time.

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

3 Protection of Environment

The Contractor shall take all responsible 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 shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the state or Central Government, or local Authorities and any other law, bye-law, regulations that, may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

SECTION 5: CONTRACT DATA

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

The following documents are also part of the Contract:

Clause reference

The Employer is:

Name : Registrar(VTU) [1.1]

Address : VTU, Belagavi

Name of Authorized Representative: _____

The name and Identification number of the contract is

Conversion of Valuation block to Department of Master of Business Administration at VTU Regional centre, Mysuru

[Insert name, and number as indicated in the invitation for Tenders]. [1.1]

The work consist of "Conversion of Valuation block to Department of Master of Business Administration at VTU Regional centre, Mysuru".

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

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

The Intended Completion Date for the whole

Of the work is 5 months From Date of issue of work orders [15.22]

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

The Site Possession date is is the date of Work Order [18]

The Site is located at VTU Regional centre, Mysuru, Karnataka _____ [1.1]

And is the defined in drawing nos _____

The defect Liability period is 365 days [27]

The liquidated damages for the whole of the work are

1.5%per month on shortfall [36]

The maximum amount of liquidated damages for the whole of the works [36]

Is ten percent of final contract price.

The date by which "as-built" drawings (in scale.....⁶) in 2 sets are required is within

30 days of issue of certificate of completion [41]

The amount to be withheld for failing to supply "as built" ⁷drawings by the date required is

Rs. 20,000/- _____ [41]

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

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

The percentage is to apply to the value of the work not completed representing

The Employer's additional cost for completing the Works shall be 30 percent. [43.1]

- 1 *At the time of preparation of the Tender document give the period required for completion of work, when the agreement is drawn after award of contract the date can be put in.*
- 2 *At the time of preparation of the Tender document give the period after the issue of work order. When the Site would be made available to the contractor. For example one week after issue of work order.*
- 3 *The period should depend on the period required for testing of the work, in case of building it could be 12 months (passing of one rainy season); for pipe laying work tanks water remaining of canal whoever is lower: roads and highways passing of one monsoon (12 months)*
- 4 *The amount is usually computed on the basis of 0.1% of the contract price per day. The amount has to be specified as a round figure nearest to the hundred.*
- 5 *Completion drawings.*
- 6 *Safety the scale.*
- 7 *The amount should be sufficient to get the Completion drawings prepared by alternative agency in case the contractor fails to submit.*
- 8 *Change if need be. It should be sufficient to get the balance of works completed by alternative agency.*

SECTION 6 : SPECIFICATIONS.

SECTION 7 : DRAWINGS

SECTION 8 : Bill of Quantities

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

Separate Sheet Attached

Note:

- (1) Item for which no rate or price has been entered in will not paid for by the employer when executed and shall be deemed covered by the other rates and prices in the Bill of quantities.
Refer: ITB Clause 7.2 and CC Clause 33.2)
- (2) Unit rate and prices shall be quoted by the Tender in Indian Rupees
- (3) Whether there is a discrepancy between the figures and words, the rates in words will govern.
ITS Clause 19.1(a)]
- (4) Whether there is a discrepancy between the unit rate and the item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern
[ITB clause 19.1(b)]

SECTION 9 : FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To

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

WHEREAS _____

[name and address of Contractor][hereinafter called the "the Contractor") has under taken, in pursuance of contractNo. _____ dated _____ toexecute _____

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

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

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

NOW THERE FORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to the total Rs. _____ [amount of Guarantee]

Rupees _____ [in words] and we

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 of specified therein.

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

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

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

Signature and seal of the guarantor: _____

Name of Bank: _____

Address: _____

Date: _____

SECTION 10 : Royalty Schedule

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

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