



GOVERNMENT OF KARNATAKA

Jungle Lodges & Resorts Limited



Jungle Lodges & Resorts Limited

STANDARD TENDER DOCUMENT

KW-4

GOVERNMENT OF KARNATAKA

Jungle Lodges & Resorts Limited

Ground Floor, Khanija Bhavan,

49 Race Course Road, Bengaluru – 560 001

Telephone: 080-40554055

KPPP Portal helpdesk No +91-8046010000 & +91-8068948777

TENDERS FOR THE WORK OF

Name of Work	Construction Of JLR House - Jungle Lodges And Resorts Ltd, Ulsoor Lake, (Pravasi Soudha), Bangalore (During 2024-25)
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TENDER REFERENCE: JLRL/2024-25/BD/WORK_INDENT5

- 1. Tender Documents can be downloaded from 24/09/2024 To 25/10/2024 up to 17:00 Hours**
- 2. Pre-Tender Meeting is on 07/10/2024 at 15:30 Hours at Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001. Telephone: 080-40554055**
- 3. Last Date and Time for uploading of Tenders: 25/10/2024 at 17:00 Hours**
- 4. Date and Time of opening of Technical Bids: 28/10/2024 at 11:30 Hours Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001. Telephone: 080-40554055**
- 5. Date and Time of opening of Financial Bids: Will be informed.**

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SECTION 1: INVITATION FOR TENDERS (IFT)

Tender Notification No. JLRL/2024-25/BD/WORK_INDENTS5

Dated: 24/09/2024

1. The Senior General Manager, **Jungle Lodges & Resorts Limited**, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru invites tenders from eligible tenderers, for the development and construction of JLR House - Jungle Lodges And Resorts Ltd, Ulsoor Lake, Bangalore (During 2024-25) detailed in the table below. The tenderers may submit tenders for any or all of the works given in the table.
2. Tender documents may be downloaded from Government of Karnataka KPPP Portal website <https://kppp.karnataka.gov.in> under login for Contractors: After login to **Contractors**, scroll down to the right side bottom to see the list of tenders. 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 on line transaction fee for tender after registering in the portal. The transaction fee is non-refundable.
3. Tenders must be accompanied by Earnest Money Deposit (Rs. One Lakh only) through e-payment under any one of the options (i.e. CC/DD/NEFT/OTC) and the balance by Bank Guarantee (BG) obtained by Nationalized /Scheduled Bank obtained on or before the last date for submission of tenders. The validity of the BG shall be upto 45 days beyond the bid validity.
4. Tenders must be uploaded within the date and time published in KPPP portal. Technical bid will be opened at prescribed time and date in the presence of the tenderers who attend the Office of the Senior General Manager, **Jungle Lodges & Resorts Limited**, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru.
5. A Pre-tender meeting will be held at published time and place to clarify the issues if any and to answer queries 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.
7. Scope of the Work:

Construction Of JLR House - Jungle Lodges And Resorts Ltd, Ulsoor Lake (Pravasi Soudha), Bangalore (During 2024-25).

TABLE

SL No	Name of the Work	Amount Put to Tender (Rs. in lakhs)	Earnest Money Deposit (Rs. in lakhs)	Period of Completion
1	2	3	4	5
1	Construction Of JLR House - Jungle Lodges And Resorts Ltd, Ulsoor Lake, Bangalore (During 2024-25)	Rs. 978 Lakhs (Excluding GST)	14.68 Lakhs (1.00 lakh through eproc and remaining amount of EMD to be paid as BG in the name of Managing Director, Jungle Lodges & Resorts Limited , Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru)	11 Months including Monsoon.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

- 1.1 The Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru invites tenders following two cover tender procedure, from eligible tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in the invitation for tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

- 2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

- 3.1 All tenderers shall provide the requested information accurately and sufficient detail duly Notarized (Certified on or after the Date of Tender notification) for the documents mentioned in Section 3: Qualification information.

- 3.2 To qualify for award of this contract, each tenderer in its name should have mandatorily in the last five years i.e., **2019-20, 2020-21, 2021-22, 2022-23 & 2023-24**

- (a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs 1957.30 Lakhs.**

(The value of the financial turnover of previous years will be given a weightage of 10% per financial year to bring them to the financial year in which the tenders are invited)

(The turn over certificate *shall have UDIN generated* through ICAI Portal. Turn over certificate *without UDIN will not be considered and treated as invalid*. The confirmation letter issued by Chartered Accountant shall also have UDIN generated through ICAI Portal)

- (b) Satisfactorily completed as prime contractor, at least one similar work for foundation/ steel fabrication/ Basement and joineries to an extent of 50% of the cost of the work i.e **Rs. 489.33 Lakhs.**

(The value of the completed works will be given a weightage of 10% per financial year to bring them to the price level of the financial year in which the tenders are invited)

(The Work Done Certificate by Govt Contractor shall have invariably issued by the Officer not below the rank of Executive Engineer and for non Govt. contractor, the tender committee will scrutinize the contractor. If the Employer desires, physical verification will be carried out for previous work completed)

- (c) Executed in any one financial year, the minimum quantities of work.

(The Work Done Certificate/ Quantity Executed Certificate shall have invariably issued by the Officer not below the rank of Executive Engineer.)

Sl. No	Item of Work	Unit	Minimum Quantity
1	Earth Work Excavation	Cum	6343.20
2	PCC/ Pavement Concrete	Cum	117.22
3	Waterproofing Treatment	Sqm	653.21
4	Tor Steel	Tonne	83.78
5	Un-Plasticized Polyvinyl Chloride (UPVC)	Sqm	161.60
6	Flooring with Granite Slab	Sqm	165.60
7	Bamboo wood	Cum	232.00
8	Scaffolding	Sqm	1113.60

3.3 (a) **Each Tenderer must produce:**

- (i) The Tenderer shall upload an Affidavit duly Notarized in the format given
- (ii) The current Income Tax Clearance Certificate issued by concerned Chartered Accountant with UDIN Number
- (iii) GST Clearance Certificate issued by concerned Chartered Accountant with UDIN Number.
- (iv) *Failure to produce the Affidavit, Certificates with UDIN Number and other Documents shall make the Bid Non- Responsive*

(b) Each tenderer should further demonstrate:

- (i). Availability by owning, the following key and critical equipment for this work:

Sl. No.	Type of Equipment	Minimum Required Equipment Numbers
1.	Transit Mixer	1
2.	Tipper	2
3.	Shuttering Materials	1000 sqm
4.	Vibratory Needle	2

- (ii). Availability by lease/ hire basis the following key and critical equipment for this work: for lease/ hire basis - relevant documents (commitment agreements etc., shall be scanned and uploaded)

Sl. No.	Type of Equipment	Minimum Required Equipment Numbers
1	Excavator 0.90 Cum Bucket Capacity	1
2.	Tipper Trucks	1
3.	Water Tanker	1

Note:

1. The agency should establish regarding ownership of machineries and submit document regarding the ownership (invoice / registration certificate etc.). For the equipments on hire or lease the contractor has to produce necessary records for hire/lease in the form of agreements along with documents (invoice/ Registration Certificate (RC) book/ B Certificate issued by the RTO shall be uploaded etc..).

2. Vehicles should possess valid fitness certificate issued by RTO Authority.
3. Machineries should be well maintained and in proper working condition.
- (c) Liquid assets and/or availability of credit facilities of not less than **Rs. 300.00 Lakh.** (Credit lines/ Letter of credit/ Certificates from Nationalized/Scheduled Banks for meeting the fund requirement etc).
- 3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.
- 3.5 Deleted.
- 3.6 Sub-contractors' experience and resources shall not be taken into account in determining the tenderer's compliance with the qualifying criteria.
- 3.7 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

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

where

A = Maximum value of works executed in any one year during the last five years (**2019-20 to 2023-24**) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited (**11 months**)

B = Value, at **2023-24** price level, of existing commitments and on-going works to be completed during the next 11 months. (**Period of completion of the works for which tenders are invited**)

Note:- The statements showing the value of existing commitment and ongoing 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

- 3.8 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
 - participated in the previous tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.
- 3.9 If there are no existing commitments or ongoing works, then the tenderer should provide an affidavit showing to that effect.

4. One Tender per Tenderer:

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

5. Cost of Tendering:

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

6. Site visit:

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

B. Tender documents

7. Content of Tender documents

- 7.1 The tender document may be downloaded from the KPPP Portal
- 7.2 Deleted

8. Clarification of Tender Documents

- 8.1 A prospective tenderer requiring any clarification of the tender documents may notify the employer in writing or by e-mail at the employer's address indicated in the invitation to tender. The employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Employer's response will be uploaded including a description of the enquiry but without identifying its source.

8.2 Pre-tender meeting:

- 8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the office of the employer and date and time as mentioned in the KPPP portal.
- 8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by e-mail to reach the employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all prospective tenderers. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated by uploading in the KPPP portal.

9.3 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the employer shall extend as necessary the deadline for submission of tenders on line through KPPP portal, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

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

10.1.1 First Cover: (Through KPPP portal only)

- a) Earnest Money Deposit: Tenders must be accompanied by Earnest Money Deposit (Rs. One Lakh through e-payment under any one of the options (i.e. CC/DD/NEFT/OTC) and the balance by bank guarantee (BG) by Nationalized /Scheduled Bank obtained on or before the last date for submission of Tenders.
- b) Qualification information as per formats given in Section 3;
- c) Tender transaction fee - Online payment through KPPP Portal.
- d) General eligibility criteria.
- e) Document / evidence require from the tenderer.

10.1.2 Second Cover: (Through KPPP portal only)

- a) The tender (in the format indicated in Section 4)
- b) Priced bill of quantities (Section 9); online through KPPP portal, no hardcopy of commercials should be attached or disclosed and any other materials required to be completed and submitted by tenderers in

accordance with these instructions. The documents listed under sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in sub-clause 1.1, based on the priced bill of quantities submitted by the tenderer.

11.2 The tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the works described in the bill of quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the tenderer will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities. Corrections, if any, shall be made online only before the submission of the bid.**

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause including GST, shall be included in the rates, prices of total tender price submitted by the tenderer.

11.4 The rates and prices quoted by the tenderer shall be subject to adjustment during the performance of the contract in accordance with the provisions of clauses of the conditions of contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period **shall be rejected by the employer as non-responsive.**

12.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request that the tenderers may extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing or by cable. A tenderer may refuse the request without forfeiting his earnest money deposit. A tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with clause 13 in all respects.

13. Earnest money deposit: The tenderer shall furnish as part of Tender.

13.1 Tender Transaction Fee and Earnest Money Deposit.

Earnest Money Deposit:-

Tenders must be accompanied by Earnest Money Deposit (**Rs. One Lakh** through e-payment under any one of the options (i.e.CC/DD/NEFT/OTC) and the balance by

bank guarantee (BG) by Nationalized /Scheduled Bank obtained on or before the last date for submission of tenders.

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

EMD amount as **Rs. 14.68 Lakhs.** (1% of the estimated cost of the work put to tender)

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

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

OTC payment procedure

If a tenderer chooses to make payment of EMD/tender processing fees over the counter (OTC) in any of the designated ICICI bank branches listed in the KPPP Portal web-site (<https://kppp.karnataka.gov.in>), the tenderer will need to log into KPPP Portal, access the tender for which bid is being created and then select the OTC option under the payment section and print the challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, tenderer can choose to make the payment either in the form of cash or in the form of demand draft. Cheque payments will not be accepted. The tenderer is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a tenderer chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into KPPP Portal system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The tenderer has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the tenderer's bank account to GoK's bank account. The tenderer should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the tenderer's bank transfers/wires the money after the last date for bid submission, the tenderer's bid will be liable for rejection. Upon executing the transfer, the tenderer's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by in the tenderer payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the KPPP Portal

system as part of its bid.

The tenderer's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank.

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

- a. EMD of **Rs One Lakh** will be accepted only in the form of electronic cash and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed. The remaining EMD amount shall be paid through bank guarantee.
- b. The EMD of **Rs One Lakh** for each tender has to be paid in a single transaction. For details on e-payment services refer to KPPP portal for more details on the process.

Refund of EMD

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful tenderers will be refunded to the respective bank A/C's of the tenderer registered in the KPPP Portal.

13.2 The tenderer shall furnish as part of his tender, Earnest Money Deposit in the amount as shown in column 4 of the table of IFT for this particular work. Tenders must be accompanied by Earnest Money Deposit (Rs. One Lakh through e-payment under any one of the options (i.e. CC/DD/NEFT/OTC) and the balance by bank guarantee (BG) by Nationalized /Scheduled Bank obtained on or before the last date for submission of tenders.

The Bank Guarantee shall be in favour of The **Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001.**

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

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

13.5 The earnest money deposit of unsuccessful tenderers will be returned within **30 days** of the end of the tender validity period specified in sub-clause 12.1.

13.6 The earnest money deposit of the successful tenderer will be discharged when the tenderer has signed the agreement and furnished the required performance security.

13.7 The Earnest Money Deposit may be forfeited:

- (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;

- (b) if the tenderer does not accept the correction of the tender price, pursuant to clause 24; or
- (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i). sign the agreement; or
 - (ii). furnish the required security deposit

14. Format and signing of Tender

- 14.1 Tenderer shall submit the tender through KPPP portal only before the last date and time published in KPPP portal.

D. Submission of Tenders

15. Sealing and marking of tenders

- 15.1 Not Applicable (As tenderer shall submit the tender through KPPP portal only)

16. Deadline for submission of the Tenders

- 16.1 The employer may extend the deadline for submission of tenders by issuing an amendment in accordance with clause 9, in which case all rights and obligations of the employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

- 17.1 The tenderer is not be able to submit the tender after the last date and time published in KPPP portal is over.

18. Modification and Withdrawal of Tenders

- 18.1 Tenderer can modify or correct or upload any relevant document in the portal till the last date and bid submission date and time, as published in the KPPP portal.

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

E - Tender Opening and Evaluation

19. Opening of Technical Bids of all Tenders and Evaluation to determine Qualified Tenderers:

- 19.1 The employer will open the technical bids received through KPPP portal, of those tenderers who have Uploaded BG, LOC and Affidavit to the Tender Inviting Authority in the presence of the tenderers or their representatives who choose to attend on the date and the place specified in the KPPP portal. In the event of the specified date of tender opening being declared a holiday for the employer, the tenders will be opened at the appointed time and location on the next working day.

- 19.2 The tenderers names, the presence or absence of Earnest Money Deposit (amount, format and validity), the submission of qualification information and such other information as the employer may consider appropriate will be announced by the employer at the time of opening.
- 19.3 The employer shall prepare minutes of the technical bid opening, including the information disclosed to those present in accordance with sub-clause 19.2.
- 19.4 The employer will evaluate those Tenderers whose BG & LOC, Work done Certificate, Quantity Executed Certificate, Turnover Certificate etc. are confirmed by the Issuing Banks or the authority not below the rank of Executive Engineer and determine whether each tenderer, (a) meets the eligibility criteria defined in ITT clause 2; (b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT clause and (c) meets the minimum qualification criteria stipulated in ITT clause 3. The employer will draw out a list of qualified tenderers.

20. Opening of Financial Bids of Qualified Tenderers and Evaluation:

- 20.1 The employer will inform all the qualified tenderers, the time, date and venue fixed for the opening of the financial bids containing the priced tenders. The employer will open the financial bids of qualified tenderers at the appointed time and date (as indicated in the KPPP portal) in the presence of the tenderers or their representatives who choose to attend. In the event of the specified date of financial bid opening being declared a holiday for the employer, the financial bid will be opened at the appointed time and location on the next working day.
- 20.2 The employer shall prepare minutes of the financial bids opening.

21. Process to be confidential

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

22. Clarification of Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the employer may, at his discretion, ask any tenderer for clarification of his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the tender shall be sought, offered, or permitted.
- 22.2 Subject to sub-clause 22.1, no tenderer shall contact the employer on any matter relating to its tender from the time of the tender opening to the time the contract is awarded. If the tenderer wishes to bring additional information to the notice of the employer, it should do so in writing.

22.3 Any effort by the tenderer to influence the employer in the employer's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of tenders, the employer will determine whether each tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the tender documents.

23.2 A substantially responsive tender is one which conforms to all the terms, conditions, and specifications of the tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tender documents, the employer's rights or the tenderer's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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

24. Correction of errors

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

25. Evaluation and comparison of Tenders

25.1 The employer will evaluate and compare only those tenders determined to be substantially responsive in accordance with clause 23.

25.2 -Deleted-

25.3 The employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the employer shall not be taken into account in tender evaluation.

25.4 The estimated effect of the price adjustment conditions under clause 41 of the conditions of contract, during the implementation of the contract, will not be taken into account in tender evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the employer's estimate of the cost of the work to be performed under the contract, the employer may require the tenderer to produce detailed price analysis for any or all

items of the bill of quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the employer may require that the amount of the performance security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to clause 27, the employer will award the contract to the tenderer whose tender has been determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provisions of clause 2, and (b) qualified in accordance with the provisions of clause 3.

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

27.1 Notwithstanding clause 26, the employer reserves the right to accept or reject any tender, and to cancel the tender process and reject all tenders, at any time prior to the award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the employer's action.

28. Notification of award and signing of Agreement

28.1 The tenderer whose tender has been accepted will be notified of the award by the employer prior to expiration of the tender validity period by, e-mail or facsimile or KPPP portal or through letter. This letter (hereinafter and in the *conditions of contract* called the "letter of acceptance") will state the sum that the employer will pay the contractor in consideration of the execution, completion, and maintenance of the works by the contractor as prescribed by the contract (hereinafter and in the contract called the "contract price").

28.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of security deposit in accordance with the provisions of clause 29.

28.3 The agreement will incorporate all agreements between the employer and the successful tenderer. It will be kept ready for signature of the successful tenderer in the office of employer within 30 days following the notification of award along with the letter of acceptance. Within 20 days of receipt, the successful tenderer will sign the agreement and deliver it to the employer.

28.4 Upon the furnishing by the successful tenderer of the performance security, the employer will promptly notify the other tenderers that their tenders have been unsuccessful.

29. Performance Security.

29.1 Within 20 days of receipt of the letter of acceptance, the successful tenderer shall deliver to the employer a security deposit in any of the forms given below for an amount equivalent to **5%** of the contract price plus additional security for unbalanced tenders in accordance with clause 25.5 of it and clause 44 of the conditions of contract for all works.

- Banker's Guarantee/ Demand Draft/ FDR in favour of **The Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001, Karnataka State, India.**
- The Bank Guarantee in the form given in section 10.
- Specified Small Savings Instruments pledged to **The Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001**

29.2 If the security deposit is provided by the successful tenderer in the form of bank guarantee, it shall be issued either by Nationalized / scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can if requested is converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful tenderer to comply with the requirements of sub-clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

30. Advance Payment:

30.1 The Employer shall make 15% payment to the Contractor as Mobilization Advance of total Contract amounts stated in the Contract Data against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

30.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

30.3 The advance payment shall be repaid by deducting proportionate amounts 7.5% from each payment from the contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the tenderers observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

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

31.2 Furthermore, tenderers shall be aware of the provision stated in sub-clause 50.2 of the conditions of contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the tenderer hereunder will be used for purposes of computing tender capacity as provided for in clause 3 of the instructions to tenderers. This information will not be incorporated in the contract.

1.1 Constitution or legal status of Tenderer
[Attach copy]

Place of Registration

(Attach Copy)

Principal place of business:

Tenderers Information Sheet

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

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

Financial Data for Previous 5 Years [Rs. Lakhs]				
Year 1: 2019-20	Year 2: 2020-21	Year 3: 2021-22	Year 4: 2022-23	Year 5: 2023-24

Information from Balance Sheet

Total Assets					
Total Liabilities					
Net Worth					
Current Assets					
Current Liabilities					

Information from Income Statement

Total Revenues					
Profits Before Taxes					
Profits After Taxes					

Attach copies of financial statements (Auditors Report, Profit and Loss Statements, Balance Sheets, Form 240 of Sales Tax Returns / GST Annual Returns in the state of Karnataka & Relevant documents whichever is applicable in respective states, including all related notes and income statements) for the last FIVE Years, as indicated above, complying with the following conditions.

- All such documents reflect the financial situation of the tenderer, and not sister or parent companies.
- Financial statements must be audited and certified by a certified chartered accountant (CA).
- Financial statements must be complete, including all notes to the financial statements.
- Financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Average Annual Construction Turnover

Each Tenderer must fill in this form

Annual Turnover Data for the Last 5 Years (Construction only)	
Year	Amount (Rs Lakhs)
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

Note:

1. The information supplied should be the annual turnover of the tenderer in terms of the amounts billed to clients for each year for work in progress or completed.

2. The turn over certificate shall have UDIN generated through ICAI portal. Turn Over Certificate without UDIN shall not be considered and treated as invalid. The confirmation letter issued by Chartered Accountant shall also have UDIN generated through ICAI Portal.

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

Project Name	Name of Employer	Description of Work	Indent No	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9	10
2019-20									
2020-21									
2021-22									
2022-23									
2023-24									

General Construction Experience

Each Tenderer must fill in this form

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

Specific Construction Experience : Fill up one (1) form per contract.

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

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

Specific Construction Experience in Key Activities Provide per annum annual rate

Fill up one (1) form per contract

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Role in Contract	<input type="checkbox"/> Contractor <input type="checkbox"/> Management Contractor <input type="checkbox"/> Subcontractor	
Total Contract Amount	Rs	Lakhs
If partner in a JV or subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name : Address : Telephone Number : E-mail :		

Project Name					
Name of Employer					
Description of Work					
Indent No					
ContractNumber					
Value of contract Rs. Lakhs					
Date of issue of workorder					
Specified period of completion					
Actual date of completion					
Remarks explaining reasons for delay in completion of work					
Description of key activity	Quantity				
	2019-20	2020-21	2021-22	2022-23	2023-24
1. Earth Work Excavation					
2. PCC/ Pavement Concrete					
3. Waterproofing Treatment					
4. Star Steel					
5. Un-Plasticized Polyvinyl Chloride (UPVC)					
6. Flooring Granite/Slab					
7. Bamboo wood					
8. Scaffolding					

Note: *The Work Done Certificate by Govt Contractor shall have invariably issued by the Officer not below the rank of Executive Engineer and for non Govt. contractor, the tender committee will scrutinize the contractor. If the Employer desires, physical verification will be carried out for previous work completed) For each activity evidence for the quantities executed shall be furnished in the form of The Work Done Certificate/ Quantity Executed Certificate by the PMC and by member of technical committee appointed by Govt which includes representation from IWST, CE - KTIL and ED - JLR.*

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

(A) Existing commitments and on-going works:

Description of Work	Indent No	Place and State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8	9

(B) Works for which Tenders already submitted:

Description of Work	Indent No	Place & State	Name & 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	8

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

Item of Equipment	Requirement		Owned and available		Remarks
	No	Capacity	Number/ Capacity	Age/ Condition	
1	2	3	4	5	6
Transit Mixer	1				
Tipper	2				
Shuttering Materials	1000	sqm			
Vibratory Needle	2				

Item of Equipment	Requirement		Hire/Lease		Remarks
	No	Capacity	Number/ Capacity	Age/ Condition	
1	2	3	4	5	6
Excavator 0.90 Cum Bucket Capacity	1				
Tipper Trucks	1				
Water Tanker	1				

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

- 1.9 Name, address, and telephone, telex, and fax numbers of the tenderers' bankers who may provide references if contacted by the employer.
- 1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT clause 3.3 (b): cash in hand, letter of credit etc. List them below and attach certificate from the banker in the suggested format as under:

BANKER'S CERTIFICATE

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

Sd/-

Name of the Bank, Senior Bank Manger
Address:.....

1.11 Proposal for Sub-Contracting for following components,

Item of Work	Value of sub contract	Sub-Contractor (Name & Address)	Experience of similar work (Attach Certificates from respective Employers)
Shifting of Water supply Lines			

1.12 Information on litigations in which the Tenderer is involved:

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

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

1.14 The contractors should produce a self attested certificate indicating work awarded to them from various agencies for the last five years in the table below:

Sl. No.	Year	Name of Work	Department	Contract Amount (in Rs. Lakhs)	Date of Commencement	Due Date of Completion	Actual Date of Completion	Liquidated Damages Levied (in Rs. Lakhs)
1	2	3	4	5	6	7	8	9
1	2019-20 1 2 3							
2	2020-21 1 2 3							
3	2021-22 1 2 3							
4	2022-23 1 2 3							
5	2023-24 1 2 3							

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

Form of Tender

Description of the Works:

.....

Tender

To : The Senior General Manager,
Address : O/o The Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001, Karnataka State, India

Sir,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this tender for the contract price of

..... (in figure)
..... (in words)

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

The advance payment required is **Rs**

.....

..... **Lakhs**

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

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

We attach herewith our current income-tax clearance certificate and GST clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer _____

Address: -----

Letter of Acceptance
(letter head paper of the Employer)

_____ [date]

To:

_____ [name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the
.....
for the Contract Price of Rupees
(.....) [amount in words and
figures], as corrected and modified in accordance with the instructions to tenderers is hereby
accepted.

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

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work
(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT clause 29.1 and signing of the contract agreement for the construction of
.....
at 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,

Agreement Form

Agreement

This agreement, made the _____ day of _____, 20____, between (hereinafter called “the Employer”) of the one part and _____ [name and address of contractor] (hereinafter called “the contractor”) of the other part.

Whereas the Employer is desirous that the contractor executes (Hereinafter called “the Works”) and the employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

in the presence of:
Binding Signature of employer
binding signature of contractor

SECTION 5: CONDITIONS OF CONTRACT

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<p>E. Finishing of Contract</p> <ol style="list-style-type: none"> 45. Completion 46. Taking Over 47. Final account 48. As built drawings and/or Operating and Maintenance Manuals 49. Termination 50. Payment upon termination 51. Property 52. Release from performance 	<p>F. Special Conditions of Contract</p>

CONDITIONS OF CONTRACT

A. General

1. Definitions

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

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

- The **Site** is the area defined as such in the contract data.
- **Specification** means the specification of the works included in the contract and any modification or addition made or approved by the employer.
- The **Start Date** is given in the contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the site possession dates.
- A **Subcontractor** is a person or corporate body who has a contract with the contractor to carry out a part of the work in the contract which includes work on the site.
- A **Variation** is an instruction given by the employer which varies the works.
- The **Works** are what the contract requires the contractor to construct, install, and turn over to the employer, as defined in the contract data.

2. Interpretation

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

2.2 The documents forming the contract shall be interpreted in the following order of priority:

- a) Agreement
- b) Letter of Acceptance, notice to proceed with the works
- c) Contractor's Tender
- d) Contract Data
- e) Conditions of Contract
- f) Specifications
- g) Drawings
- h) Bill of quantities and
- i) Any other document listed in the contract data as forming part of the contract.

3. Law governing contract

3.1 The law governing the contract is the laws of India supplemented 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 The Contractor may subcontract the following specific works only with the approval of the employer in writing.
- a) The shifting of Electrical Lines
 - b) The shifting of Water Supply Lines
 - c) The Road Safety Items

It is expressly agreed that the contractor shall, at all times, be responsible and liable for all his obligations under this agreement notwithstanding anything contained in the agreements with his sub-contractors or any other agreement that may be entered in to by the contractor and no default under any such agreement shall exempt the contractor from his obligations or liability hereunder.

- 7.2 The contractor shall not be required to obtain any consent from the employer for the sub-contracting of works specified in clause 7.1 for which the sub-contractor is named in the contract;

- 7.3 The engineer should satisfy himself before recommending to the employer whether the sub-contractor so proposed for the work posses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of works to be sub-contracted

While sub-contracting as per provisions of clause 7.1 and 7.3 above, the contractor shall enter in to formal sub-contract with the sub-contractor making provisions for such requirements as may be specified by the engineer including a condition that to the extent of inconsistency, provision of the contract shall prevail over the provisions of the sub-contract. A copy of document of formal sub-contract shall be furnished to the employer with in a period of 30 days from the date of such sub-contract. In all such cases, on completion of the contract, the engineer, unless for reasons recorded in writing decides otherwise, shall issue a certificate of experience to the contractor and in such certificate the experience of the sub-contractors shall also be mentioned. The copy of such certificate would also be endorsed to the sub-contractor.

- 7.4 If the contractor desires to sub-let as stated above, the sub contractor shall possess required qualification and experience.

8. Other Contractors

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

9. Personnel

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

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

10. Employer's and Contractor's risks

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

11. Employer's risks

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

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

12. Contractor's risks

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

13. Insurance:

13.1 The contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the employer and the contractor. (cover from the first working day after the start date to the end of defects liability period), in the amounts stated in the contract data :

- a) for loss of or damage to the works, plants and materials and the contractor's equipment;

- b) for liability of both parties for loss, damage, death and injury to third parties or their property arising out of the contractor's performance of the contract including the contractor's liability for damage to the employer's property other than the works and
- c) for liability of both parties and of any employer's representative for death and injury to the contractor's personnel except to the extent that liability arises from the negligence of the employer, any employer's representative or their employees.

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

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

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

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

14. Site Investigation Reports:

14.1 The contractor, in preparing the tender, shall rely on any site investigation reports referred to in the contract data, supplemented by any information available to the tenderer.

15. Queries about the Contract Data

15.1 The employer will clarify queries on the contract data.

16. Contractor to construct the Works

16.1 The contractor shall construct the works in accordance with the specification and drawings.

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

17.1 The contractor may commence execution of the works on the start date and **shall carry out the works as per the guidelines/specifications of the MORTH (Revision IV & V and amendments issued if any from time to time)** shall carry out the works in accordance with the program submitted by the contractor, as updated

with the approval of the employer, and complete them by the intended completion date.

18. Approval by the Employer:

18.1 The contractor shall submit specification and drawings showing the proposed temporary work to the employer, who is to approve them if they comply with the specifications and drawings.

18.2 The contractor shall be responsible for the design of temporary works.

18.3 The employer's approval shall not alter the contractor's responsibility for design of the temporary works.

18.4 The contractor shall obtain approval of third parties to the design of the temporary works where required.

18.5 All drawings prepared by the contractor for the execution of the temporary or permanent works, are subject to prior approval by the employer before their use.

19. Safety

19.1 The contractor shall be responsible for the safety of all activities on the site.

20. Discoveries

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

21. Possession of the Site

21.1 The employer shall give possession of all parts of the site to the contractor. If possession of a part is not given by the date stated in the contract data, the employer is deemed to have delayed the start of the relevant activities and this will be the compensation event.

22. Access to the Site

22.1 The contractor shall allow the employer and any person authorized by the employer and project management consultant access to the site, to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

22.2 The contractor shall establish a full-fledged testing laboratory at the plant site as per the guidelines/specification of the MORTH V Revision and amendments issued if any from time to time.

23. Instructions

23.1 The contractor shall carry out all instructions of the employer which comply with the applicable laws where the site is located.

24. Procedure for resolution of Disputes:

24.1 If any dispute or difference of any kind what-so-ever shall arises in connection with or arising out of this contract or the execution of works or maintenance of the works there under, whether before its commencement or during the progress of works or after the termination, abandonment or breach of the contract, it shall, in the first instance, be referred for settlement to the competent authority, “within 45 days of arising the dispute or difference” described along with their powers in the contract data, above the rank of the engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the contractor to do so, convey his decision to the contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the contractor. In case the works are already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.

24.2 The Contractor party will have the right of appeal to the appellant authority described in the contract data against the decision of the competent authority, within 90 days of decision of the competent authority.

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

24.3 Arbitration

In view of the provision of the clause 24.1 & 24.2 on dispute redressal system, it is the condition of the contract that there will be no arbitration for the settlement of any dispute between the parties

B. Time Control

25. Program

25.1 Within the time stated in the contract data the contractor shall submit to the employer for approval a program showing the general methods, arrangements, order, and timing for all the activities in the works.

25.2 The employer's approval of the program shall not alter the contractor's obligations. the contractor may revise the program and submit it to the employer again

at any time. A revised program is to show the effect of variations and compensation events.

- 25.3 The employer has adopted project monitoring system (PMS) web-based software application for the purpose of monitoring the project. The contractor is expected to login to PMS and upload RFI, quality control tests, progress photos and other information regarding the work etc. on a daily basis. Running Account Bills (RA Bills) will be paid on the basis of the RFIs raised, approved and uploaded Quality Control details and progress in PMS. JLR will facilitate the availability of resources for training and implementation of PMS for the contractor. The necessary training on the usage of PMS and the user licenses for PMS will be provided at the contractor's cost.

26. Extension of the Intended Completion Date

- 26.1 The employer shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date.

- 26.2 The employer shall decide whether and by how much to extend the intended completion date within **21 days** of the contractor asking the employer for a decision upon the effect of a compensation event or variation and submitting full supporting information.

27. Delays ordered by the Employer

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

28. Management meetings

- 28.1 The employer may require the contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

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

C. Quality Control

29. Identifying defects

- 29.1 The engineers from O/o Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001 sub divisional engineers/divisional engineers are empowered to 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/engineer may instruct the contractor to search for a defect and to uncover and test any work that the employer considers may have a defect

29.2 The Employer will appoint a “Project Management Consultant” (PMC) to check the quality and quantity of the contractor’s work regularly during execution. The “Project Management Consultant” will be checking the quality and quantity of the contractor’s work regularly during execution and notify the employer and contractor of any defects that are found. Such a check shall not affect the contractor’s or the employer’s responsibility as defined in the contract agreement. The PMC shall check 10% of total test over and above the contractor’s 100% tests. The PMC shall issue non – conformance reports whenever the test fails, the contractor should verify the defects and intimate the PMC. The PMC should again check and issue conformance reports

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

List of laboratory Equipments :

(i).	Oven –Electricity Operated, Thermostatically Controlled, Range upto 200 ⁰ C, Sensitivity 1 ⁰ C	1 No
(ii).	Plat form balance 300 kg capacity	1 No
(iii).	Balance 20 kg Capacity –Self Indicating Type	1 No
(iv).	Electronic Balance 5kg Capacity –accuracy 0.5 gm	1 No
(v).	Water Bath –Electrically Operated and Thermostatically Controlled with Adjustable Shelves, Sensitivity 10 ⁰ C	1 No
(vi).	Thermometers	4 No each
	a. Mercury –in –Glass Thermometer ranges 0 to 250 ⁰ C	
	b. Mercury –in –Steel Thermometer with 30 cm Stem, ranges up to 300 ⁰ C	
(vii).	Glass Wares, Spatulas, Wire Gauzes, Steel Scales, Measuring Tape, Casseroles, Pans, Enameled Trays of Assorted Sizes, Pestle Mortar Porcelain Dishes, Gunny Bags, Plastic Bags, Chemicals, Digging Tools like Pickaxes, Shovels, etc.	As Required
(viii).	Set of IS Sieves with Lid and Pans	1
	450mm Diameter with Sizes of 63 mm, 53mm, 40mm, 37.5mm 26.5mm, 20mm, 12.5mm, 13.2mm, 10mm, 9.5mm 6.7mm and 4.75mm	
	200 mm Diameter of Sizes 10mm, 4.75mm, 2.36 mm, 2mm, 1.18 mm, 600 micron, 425 micron, 300 micron, 150 micron and 75 micron	
(ix).	Slump Test Apparatus	2 sets

- | | | |
|---------|--|------------|
| (x). | Compression and Flexural Strength Testing Machine of 200T Capacity with Additional Diameter for Flexural Testing | 1 Sets |
| (xi). | Cube Moulds for Concrete Tests | 40 No |
| (xii). | Surface Moisture and Density Meter for Soil, Aggregate and Concrete | 2 No |
| (xiii). | Core cutter | 1 No |
| (xiv). | Rapid Moisture meter set, Sand Replacement cylinder of 200 mm dia with accessories, Free swell test Apparatus, Auto level with staff, Sieve 90micron for testing Cement, Bitumen Extractor | 2 Nos each |
| (xv). | Camber Board, Flakiness guag, Thickness guage, 3m straight edges | 3 Nos each |
| (xvi). | Lechatteller's apparatus, Atterberg limits Apparatus, pycnometer (for conducting specific gravity), Setting time testing apparatus for cement, Wire Baskets, Modified Proctor Compaction test Apparatus. | 1 Nos each |

The contractor shall be solely responsible for:

- a. Carrying out the 100% of mandatory tests prescribed in the specifications as per required frequency, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.
- c. Entry of test results and Non-conformance report as per contract data.
- d. Construction of each layer after issuance of stage pass certificate by the engineer.
- e. Employing the adequate number of qualified of engineers and supervisors.

29.4 For 6th Year Bitumen Overlay Work, the Contractor has to conduct 100% Quality Control Tests and the additional 10% Quality Control Tests shall be Conducted by Concerned Quality Assurance Sub-Division / Division.

30. Tests

30.1 If the employer instructs the contractor to carry out a test not specified in the specification to check whether any work has a defect and the test shows that it does, the contractor shall pay for the test and any samples. If there is no defect the test shall be a compensation event.

31. Correction of Defects noticed during the Progress of Work, Defect Liability Period and Routine Maintenance of Roads.

31.1 The employer shall give notice to the contractor of any defects during the progress of the work or before the end of the defects liability period / maintenance period which begins at completion and is defined in the contract data. The defects liability period / maintenance period shall be extended for as long as defects remain to be corrected or maintenance activities to be carried out.

31.2 Every time notice of a defect or maintenance activities is given, the contractor shall correct the notified defect or carry out the maintenance activities within the span of time specified by the employer's notice.

31.3 The Defect Liability Period and the maintenance period are as stated in the contract data.

31.4 The Maintenance Activities to be carried out by the contractor are as stated in the contract data. The employer shall not make any payment towards the first-year maintenance activities. The employer shall make payment towards some of the maintenance activities and shall not make payment to certain items of maintenance activities during second year maintenance as stated in the contract data. The employer shall make payment towards all the maintenance activities during third, fourth and fifth year maintenance as stated in the contract data.

31.5 If the contractor has not corrected the Defects or Maintenance Activities within the time specified in the employer's notice, the engineer will assess the cost of corrections or maintenance and correct them or carry out maintenance activities by engaging eligible other local contractors and recover twice the amount of such corrections or maintenance from the contractor.

32. Uncorrected defects

32.1 If the contractor has not corrected a defect within the time specified in the employer's notice, the employer will assess the cost of having the defect corrected, and the contractor will pay this amount.

32.2 To fulfil the objectives laid down in sub clauses 32.1 and 32.2 above, the contractor shall undertake detailed inspection of the roads at least once in a month. The engineer can reduce this frequency in case of emergency. The contractor shall forward to the engineer the record of inspection and rectification each month. The contractor shall pay particular attention on those road sections which are likely to be damaged or inundated during rainy season.

32.3 The engineer may issue notice to the contractor to carry out maintenance of defects, if any, noticed in his inspection, or brought to his notice. the contractor shall remove the defects within the period specified in the notice and submit to the engineer a compliance report.

D. Cost Control

33. Bill of Quantities (BOQ)

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

33.2 The BOQ is used to calculate the contract price. The contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The employer shall have power to order the contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

- a) Increase or decrease of any item of work included in the bill of quantities (BOQ);
- b) Omit any item of work;
- c) Change the character or quality or kind of any item of work;
- d) Change the levels, lines, positions and dimensions of any part of the work;
- e) Execute additional items of work of any kind necessary for the completion of the works; and
- f) Change in any specified sequence, methods or timing of construction of any part of the work.
- g) Partial withdrawal of work either for employer convenience or for the reason attributable to the contractor.

34.2 The contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the contractor without an order in writing by the employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The contractor shall promptly request in writing to the employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variations. In case variation is approved it shall be accompanied by BOQ failing which the contractor shall be responsible for deviation if any. Further, approval of Govt has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the bill of quantities shall be made at the rates quoted by the contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the contractor shall be paid at the rate entered in or derived from in the schedule of rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current schedule of rates prevalent at the time of award of contract.

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

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the contractor shall be requested to

submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the contractor's quotation is determined unreasonable, the employer may order the variation and make a change to the contract price which shall be based on employer's own forecast of the effects of the variation on the contractor's costs.

35.6 If the employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the variation shall be treated as a compensation event.

35.7 Under no circumstances the contractor shall suspend the work on the plea of non-settlement of rates for items falling under this clause.

36. Submission of bills for payment

36.1 The contractor shall submit to the employer monthly bills in the electronic format along with E-MB in the excel format for the value of the work completed less the cumulative amount paid previously duly certified by the project management consultant for payment.

36.2 The employer shall check the contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of variations and compensation events.

36.3 The employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other than recoveries in terms of the contract and taxes, at source, as applicable under the law. The employer shall pay the contractor within **60 days** of submission of bill generally. The contractors shall be liable to pay liquidated damages for short fall in progress. For progress beyond the agreed program payment is subject to availability of the grant.

However the Contractor is not entitled for any interest or claims on the delayed payments.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

- a) The employer does not give access to a part of the site by the site possession date stated in the contract data.
- b) The employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- c) The employer instructs the contractor to uncover or to carry out additional tests upon work which is then found to have no defects.

- d) The employer gives an instruction for dealing with an unforeseen condition, caused by the employer, or additional work required for safety or other reasons.
- e) The effect on the contractor of any of the employer's risks.
- f) The employer unreasonably delays issuing a certificate of completion.
- g) Other compensation events listed in the contract data or mentioned in the contract.

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 shall be increased and whether and by how much the intended completion date shall be extended.

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.

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.

39. Tax

39.1 The rates quoted by the contractor shall be deemed to be inclusive of all taxes including GST that the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

40.1 **Deleted.**

40.2 **Deleted.**

40.3 Star Rates are applicable as per GO as stated in the Contract Data.

40.4 If the tender acceptance authority awards tender premium to the successful tenderer, the agency will have no rights to claim the star rates as per Government order No. PWD 436 FC-1/2009, Bangalore dated 22-06-2009.

The provision of Star Rates are applicable for the items and quantities executed as per the as per the work programme only executed in the original completion period. i.e, the items and quantities executed beyond the original completion

period will not be taken into account whatsoever may be the reason Go No: 791 Exp-12/2015, Bangalore, Dated:26.02.2016.

41. Liquidated damages

41.1 The contractor shall pay liquidated damages to the employer at the rate per day stated in the contract data for each day that the completion date is later than the intended completion date for the whole of the works or the milestone as stated in the contract data. The total amount of liquidated damages shall not exceed the amount defined in the contract data. the employer may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages does not affect the contractor's liabilities.

41.2 If the contractor makes good the shortfall of a milestone in any subsequent milestones, the employer shall correct liquidated damages levied to the contractor by adjusting in the next payment of bill. This option is only up to project completion date.

42. Advance Payments:

42.1 The Employer shall make 15% payment to the Contractor as Mobilization Advance of total Contract amounts stated in the Contract Data against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts 7.5% from each payment from the contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The security deposit (including additional security for unbalanced tenders) shall be provided to the employer no later than the date specified in the letter of acceptance and shall be issued in an amount and form and type of instrument acceptable to the employer.

44. Cost of Repairs:

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

E. Finishing the Contract

45. Completion

- 45.1 The contractor shall request the employer to issue a certificate of completion of the works and the employer will do so upon deciding that the work is completed.
- 45.2 The defect liability period and maintenance period starts from the date of issuance of completion report by the engineer.
- 45.3 Upon completion, the employer shall depute a retired senior engineer to inspect the quality of work. the retired senior engineer shall submit mandatory report to the employer which forms a part of documents submitted by the contractor along with the various other documents.

46. Taking over

- 46.1 The employer shall take over the site and the works within seven days of issuing a certificate of completion.
- 46.2 The taking over do not absolve the contractor to carry out corrections of defects if any found during DLP period

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 defect's liability period. The employer shall issue a defect liability certificate and certify any final payment that is due to the contractor within 90 days of receiving the contractor's account if it is correct and complete. If it is not, the employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the employer shall decide on the amount payable to the contractor and make payment within 60 days of receiving the contractor's revised account.

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

- 48.1 If "as built" drawings and/or operating and maintenance manuals are required, the contractor shall supply them by the dates stated in the contract data.
- 48.2 If the contractor does not supply the drawings by the dates stated in the contract data, or they do not receive the employer's approval, the employer shall withhold the amount stated in the contract data from payments due to the contractor.

49. Termination

49.1 The employer or the contractor may terminate the contract if the other party causes a fundamental breach of the contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- a) the contractor stops work for 45 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the employer;
- b) the employer instructs the contractor to delay the progress of the works and the instruction is not withdrawn within 60 days;
- c) The contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment due to the contractor is not paid by the employer within 90 days of the date of the submission of the bill by contractor;
- e) The employer gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the employer.
- f) The contractor does not maintain a security which is required;
- g) the contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data; and
- h) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

for the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the borrower, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition.”

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

49.4 Notwithstanding the above, the employer may terminate the contract for convenience.

49.5 If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the contract is terminated or a portion of the work is withdrawn because of a fundamental breach of contract by the contractor, the employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill,

less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. additional liquidated damages shall not apply. if the total amount due to the employer exceeds any payment due to the contractor the difference shall be a debt payable to the employer.

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

51. Property

51.1 All materials on the site, plant, equipment, temporary works and works are deemed to be the property of the employer, if the contract is terminated because of a contractor's default.

52. Release from performance

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

F. Special Conditions of Contract

1. Labour :

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

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

2. Compliance with labour regulations:

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The contractor shall keep the employer indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any act or rules

made there under, regulations or notifications including amendments. If the employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the contractor, employer shall have the right to deduct any money due to the contractor including his amount of security deposit. The employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer.

The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the employer at any point of time.

3. Protection of Environment:

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

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

4. LIQUIDATED DAMAGES (Inclusion)

Please substitute the last sentence with the following:

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

5. ROYALTY (Inclusion)

The present royalty charges on materials are as per Government of Karnataka Notification No. CI 115 MMN 2019, Bangalore, dated 30th June 2020 issued by the Commerce and Industries Secretariat, Bangalore & Circular No.M&G:DCB/2020-21, Bangalore, dated 03.07.2020 issued by Director, Mines & Geology Department and as per the Rate and Material Co-efficient considered in the Data Rate of the UNI-Schedule of Rates.

6. Workers Welfare Fund – Labour Cess (Inclusion)

The work is to be executed as per the guidelines/Specifications of the MORTH (Revision IV & V and amendments issued if any from time to time)

7. In case of Death of original contractor

In the case of the death of the contractor after executing the agreement/

commencement of the work, his legal heir, if any is an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

8. Others

- (a) 1% of the tendered amount will be deducted towards “labour welfare fund “.
 - (b) The tenderer has to produce all the relevant documents as indicated in the bid document in originals during the evaluation of the technical bid mandatorily. This is in addition to uploading all the relevant documents in the KPPP portal.
 - (c) All other documents which are required to be submitted are to be uploaded in the KPPP portal in general documents section, while electronically submitting the bid. If any of the documents as desired are not submitted the tender will be rejected.
9. Joint Ventures are not allowed and conditional tenders will be rejected without assigning any reason.
 10. In case of discrepancy / inconsistency between the description in the scope of works, specifications, nomenclature of items and / or the drawings, conditions of contract, and if there are varying or conflicting provisions made in any document forming part of the contract, the employer shall be the deciding authority with regard to the intention / interpretation of the document and his decision shall be final and binding on the contractor without any reservations.
 11. Any error in description or any omissions there from, shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
 12. Existing drains, pipes, cables, overhead wires, sewer lines, water lines and similar services encountered in the course of the execution of the work shall be protected / maintained against the damage by the contractor. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. In case temporary shifting of such services is required to facilitate the work, the contractor at no extra cost shall do the same.
 13. The respective departments in coordination with the employer shall carry out shifting of major services. The decision as whether the service in question is major or not, will be at the discretion of the employer. The contractor will, however, be required to provide all help to ensure that the work is carried out smoothly.
 14. The contractor shall make his own arrangement for the disposal of the spoils from the works to such place where the same shall not cause nuisance and shall be acceptable to the authorities concerned
 15. The execution of any items of work where any incidental work is actually required but not specifically stated in the tender document, it is to be understood that the amount

quoted by the contractor shall cover such charges also and nothing extra on account of such incidental charges, if any, shall be

16. The Contractor shall maintain in Good Condition all Work till the Completion of entire Work allotted to him. From the Commencement of the Work to the Completion of the same, the Work is to be under the Contractor's Charge
17. The contractor will take all necessary measures for the safety of workers during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and skilled flagmen, as necessary, all around the excavation / construction area and at such intermediate points, as directed by the employer including the proper identification of the construction areas. He shall be responsible for all damages and accidents on account of construction and other relevant activities. Nothing shall be paid extra on account of above.
18. The temporary warning signs / lamps shall be installed at all barricades during the hours of darkness and kept lit there at all times during these hours and nothing shall be paid extra.
19. Barricading and safety requirements are very important aspects to execute this project. The above provisions shall be followed strictly and at no time the construction / excavation areas are to be left unbarricaded or without red lamps during the hours of darkness. Failure to comply with the requirements mentioned in the preceding paragraphs shall be deemed to be a breach of contract on the part of the contractor for which the contractor shall be liable to action under relevant clauses / conditions of the agreement.
20. **Field Laboratory**
The contractor shall provide and maintain adequately equipped field laboratory as required for site control on the quality of material and the works. The field laboratory shall be located as directed by the employer or his approved representative. it shall be provided with amenities like water supply, electric supply, etc.
The laboratory will have all services, furniture, equipments, etc. minimum of the following items shall be provided in the field laboratory. Any additional items as required for testing / evaluation in line with the standard procedures and codal provisions shall also be provided. Quality Control instruments shall have a valid Calibration Certificate.

List of laboratory Equipments :

- | | |
|---|------|
| (i). Oven –Electricity Operated, Thermostatically Controlled, Range upto 200 ⁰ C, Sensitivity 1 ⁰ C | 1 No |
| (ii). Plat form balance 300 kg capacity | 1 No |
| (iii). Balance 20 kg Capacity –Self Indicating Type | 1 No |
| (iv). Electronic Balance 5kg Capacity –accuracy 0.5 gm | 1 No |
| (v). Water Bath –Electrically Operated and Thermostatically Controlled | 1 No |

	with Adjustable Shelves, Sensitivity 10 ⁰ C	
(vi).	Thermometers	4 No each
	a. Mercury –in –Glass Thermometer ranges 0 to 250 ⁰ C	
	b. Mercury –in –Steel Thermometer with 30 cm Stem, ranges up to 300 ⁰ C	
(vii).	Glass Wares, Spatulas, Wire Gauzes, Steel Scales, Measuring Tape,Casseroles, Pans, Enameled Trays of Assorted Sizes, Pestle Mortar Porcelain Dishes, Gunny Bags, Plastic Bags, Chemicals, Digging Tools like Pickaxes, Shovels, etc.	As Required
(viii).	Set of IS Sieves with Lid and Pans	1
	450mm Diameter with Sizes of 63 mm, 53mm, 40mm, 37.5mm 26.5mm, 20mm, 12.5mm, 13.2mm, 10mm, 9.5mm 6.7mm and 4.75mm	
	200 mm Diameter of Sizes 10mm, 4.75mm, 2.36 mm, 2mm, 1.18 mm, 600 micron, 425 micron, 300 micron, 150 micron and 75 micron	
(ix).	Slump Test Apparatus	2 sets
(x).	Compression and Flexural Strength Testing Machine of 200T Capacity with Additional Diameter for Flexural Testing	1 Sets
(xi).	Cube Moulds for Concrete Tests	40 No
(xii).	Surface Moisture and Density Meter for Soil, Aggregate and Concrete	2 No
(xiii).	Core cutter	1 No
(xiv).	Rapid Moisturemeter set, Sand Replacement cylinder of 200 mm dia with accessories, Free swell test Apparatus, Auto level with staff, Sieve 90micron for testing Cement, Bitumen Extractor	2 Nos each
(xv).	Camber Board, Flakiness guag, Thickness guage, 3m straight edges	3 Nos each
(xvi).	Lechatteller’s apparatus, Atterberg limits Apparatus,pycnometer (for conducting specific gravity), Setting time testing apparatus for cement, Wire Baskets, Modified Proctor Compaction test Apparatus.	1 Nos each

21. Rates :

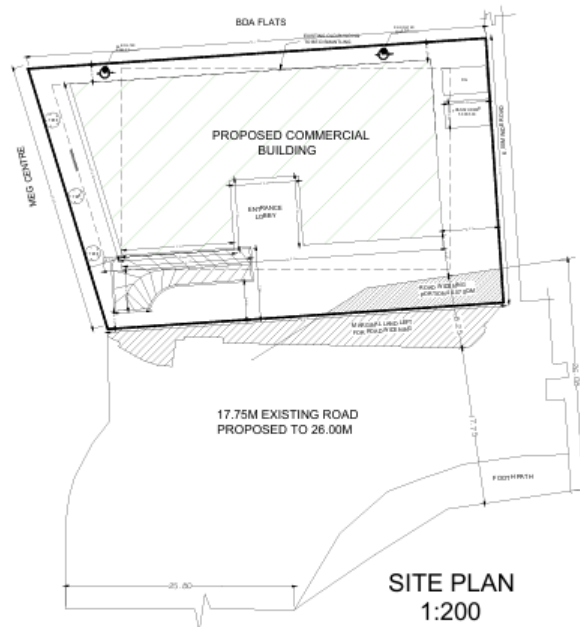
All item rates of works are based on Common Schedule of rates 2023-24 from Volume 1 to Volume 6 duly considering the prevailing issue rates and area weightages

22. Scope of Work

Construction of JLR House - Jungle Lodges and Resorts Ltd, Ulsoor Lake, Bangalore (During 2024-25). The site is overlooking the prestigious Ulsoor Lake in the heart of Bangalore city, next to the Madras Sappers entry gate. The building is a 31,500 sft multi storied super structure is made entirely out of Engineered Bamboowood Lumber while the basement is in RCC (9000sqft). It is estimated that 290 Cum of Engineered bamboowood is required for construction of the building.

1. Project Overview:

- The JLR House- Ulsoor lake, Bangalore is a 40,500sft building. The basement is in RCC (9000sqft) while the 31,500sft multi storied super structure is made entirely out of Engineered Bamboowood Lumber.
- The super structure is a pre-engineered, pre-fabricated, high precision construction system which is essentially prepared in the factory and assembled on the site.
- The quick, dry construction, mechanised and prefab approach.
- It is expected that more than 70% of the superstructure is completed as factory processing.



2. Bamboowood construction paradigm:

- Engineered Bamboo wood is an extremely strong, durable and eco-friendly construction material. Made from grass (Bamboo is a grass) and not by cutting trees, Engineered Bamboo wood is made by a strand woven process where in fibers from bamboo poles are extracted, twisted into ropes and multiple ropes are put in a mold with Phenol Bonded and compressed under extreme heat and pressure to produce lumber.
- This Lumber has a density of 1000 kg/m³ and density of 1000 kgF. This is also termite proof and

water resistant and fire retardant. All material has to be certified by Building Materials and Technology Promotion Council (BMPTC) equivalent competent authority.



- This lumber is cut into various sizes as per structural design and interlocked to form Column, Beam, Purlins, Rafters. “This Weaving process” is what given very high rigidity and locks the members into a very tight structural frame work using metal joineries and bolts that bind the various members. The Walls and Structural Floors are made of same Engineered Bamboo wood planks of 8’ X 4’ size. The sandwiched floor provides Sound Insulation and added strength to the structure. This unique system of construction is designed under the B.I.S code of 15912 and Institution of Wood Science and Technology (Govt. of India Lab – under ministry of MOEF) has agreed to do a complete life cycle analysis of the built structure.
- This is a dry construction, Pre-engineered, Pre-fabricated in the factory, Pre-polished and holes are cut in a way that only assembly of kit of parts are required on the site. This saves more that 50% of time of conventional construction, uses no water and very little labour, while being very precise and efficient.
- These building have a long-life span and need a coating of external grade oil, once in 7-8 years as maintenance.
- The contractor has to comply with all process required to establish a LCA (Life Cycle Analysis) certificate from IWST and process certification for construction from BIS



Site Information:

- The JLR Headquarters is built on a plot adjoining Ulsoor Lake in the heart of Bangalore. The plot size is 15,558.96 Sft. The G+2 and the Terrace to be built in Light Roof.
- The structure will be the first structure in India built entirely out of Engineered Bamboo wood of this magnitude. The prepared estimates accounts for all the below expenditures.

Area Statement :

AREA FOR EACH FLOOR	AREA (SFT)	MATERIAL USED
Basement Floor	8777.03	RCC
Ground Floor	7257.84	Bamboo wood
First Floor	8870.98	Bamboo wood
Second Floor	8467.69	Bamboo wood
Terrace Floor	5129.62	Bamboo wood
Staircase and Lift	2071.92	RCC
TOTAL BUILT UP	40,575.08 SFT	
Existing Site Image	Proposed Site Image	
		

DESCRIPTION

BASEMENT:

- The Basement is made using RCC. Height is 14 feet clear for Double Stack Parking.
- (Foundations, Plinth Beam, Columns, Retaining walls and Floor Slab)
- Retaining walls are plastered and painted.
- Water proofing treatment is done to the Retaining walls.
- Floor is plain PCC Finish since it is used for parking.

EXTERNAL CIVIL WORKS:

Includes Pergola in Engineered Bamboo wood, External Paving.

GROUND FLOOR/FIRST FLOOR/SECOND FLOOR

- The entire three floors are built entirely out of engineered Bamboo wood.
- Columns/Beams/Structural Floors and Walls are built out of Bamboo wood Lumber and Planks.
- The typical size of Bamboo wood Lumber is 4000mmx150mmx150mm length. These are cut in various sizes to produce various structural members.

- The 4'x4' planks of 12mm and 18mm are used for walls and floor plates which rest on Purlins and Rafters. Each Bamboo wood member is cut and polished in the factory and assembled on site using metal joinery like baseplates and connectors.
- The Bamboo wood coated with special oils and chemicals to give it fire, water, mold resistance. Inherently the Bamboo wood is termite proof since at the time of processing the cellulose which the termite likes to eat is removed.
- The Stair/ Lift and Core is made in RCC for rigidity. The interior works such as Flooring, Electrical Fittings, Furniture, and AC are not included in this BOQ.
- Entrance Steps and Ramp to the lobby in the Ground Floor are built using RCC.
- Windows are UPVC for sound proofing water tightness.
- Electrification is considered for Casing, Conduiting DB panels excluding fittings like Lights, Fans, Switches and Switch plates.
- Two lifts are also considered.
- All RCC/Civil items come with plaster and paint
- Total number of three track UPVC with Mosquito Mesh Windows are considered in Ground Floor/First Floor/Second Floor are 116 numbers of size 1200mmx 1500mm.
- Total number of Honne Frame Flush doors with Teak wood Finish Laminate on both the sides are considered in Ground Floor/First Floor/ Second Floor are 8 numbers of size 1200mmx2400mm.
- Total number of UPVC ventilators are considered in Ground Floor/First Floor/ Second Floor and Terrace Floor are 16 numbers of size 1200mmx600mm.

INTERNAL CIVIL WORKS:

Includes Wall Cladding for Toilets on all the Floors.

TERRACE FLOOR

- This Lightweight Pergola structure made out of Engineered Bamboo wood is capped with Bamboo wood planks for roofing.
- The sides are enclosed with UPVC glass partitions.

PLUMBING/SANITARY:

- UG sump, UGD line, DHT, Trenches, Manholes, Rainwater recharging pits and Toilet fittings for toilet on each floor are considered.
- Bore well, Electrification, Erection, Submersible pump are considered.
- All floors have Toilets. Plumbing including fittings/tiling and sanitary connections are considered.
- Toilets include WC, Basin, Urinal, Mirrors, Health faucet, Bib cocks, Gully traps, Floor traps and Stop cocks.

23. Proposed marking system out of 100 marks for pre-qualification. The applicant must secure a minimum of 70 Marks to qualify.

SL.NO	SKILL/COMPETENCE CRITERIA	MARKS
1.	RCC Construction including basement with waterproofing	10
2.	Steel fabrication of minimum 30,000 Sft. Multi-storied with medium span	20
3.	Ability to produce shop drawings for steel joineries	10
4.	Ability to produce Steel/ Aluminium joineries to join Bamboowood lumber sections	10
5.	Bamboowood procurement plan and required processing and finishes	20

6.	Joinery details as per the drawing and optional drawing for a sample joinery. Bidders to refer structural drawing and make a choice of joinery detail and demonstrate one joinery finished sample in MS.	30
	TOTAL	100

SECTION 6: CONTRACT DATA

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

The following documents are also part of the Contract:

Clause Reference

1. The Methodology and Programme of Construction
2. Site Investigation Reports [14]
3. The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [2]

The Employer is: **The Senior General Manager,**

Name: **The Senior General Manager,** [1.1]

Address: **Ground Floor, Khanija Bhavan,
49 Race Course Road, Bengaluru - 560 001.**

The name and identification number of the Contract is

**Construction Of JLR House - Jungle Lodges And Resorts Ltd, Ulsoor Lake,
Bangalore (During 2024-25)**

The Site is located at **Bangalore Taluk of Bangalore District** and is defined in drawings enclosed. [1.1]

TENDER REFERENCE:

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

The Intended Completion Date for the whole of the Works is **Eleven months** with the following milestones [17, 26]

Milestone dates:

Milestones	Period from the date of issue of Notice to proceed with the work	Physical works to be completed (Stages)
Milestone 1	By the end of 60 th day	EW, Drains, Jungle Clearance 25% of work is to be completed
Milestone 2	By the end of 180 th day	50% of work is to be completed
Milestone 3	By the end of 330 th day	100% of work is to be completed

The maximum amount of liquidated damages for the whole of the works [41]

is ten percent of final contract price.

If a contractor has been levied with liquidated damages to the maximum of ten percent as per the contract data, he shall be barred from entering in to bidding of any other works in the SHDP or PWD and shall also be liable for blacklisting by PWD. [41]

The site possession date is: date of Issue of work order [21]

Complete the establishment of the testing laboratory within 25 days of date of handing over of site or 45 days after issue of letter of acceptance. [22.2]

Dispute Redressal System

Competent Authority is: The **Managing Director, Jungle Lodges & Resorts Limited, Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001.** [24.1]

Appellant Authority is: **The Secretary, Tourism Govt of Karnataka, Jungle Lodges & Resorts Limited, Bengaluru.** [24.2]

The contractor shall submit Within 28 days from the date of signing the agreement otherwise the employer will withheld an amount of Rs.5,00,000/- and employer will issue the programme through PMC which shall be binding on both Employer and the contractor. [25]

List of Laboratory equipments [29.3]

The defects liability period and maintenance period are **Eleven Months** from the date of completion of work for the Original works executed. [31.3]

Star Rate [40.3]

Formula for computation of Star Rates

(As per Govt's Circular No. PWD 159 CRM 2009 dated 30.09.2010)

$V_c = \frac{S \times (M - M_c) \times T}{M_c}$	
V _c =	Adjustment to the Contract price
S =	Basic Price of Cement/Steel/Bitumen at the time of last date of receipt of bids (original or extended) (<i>SR rate</i>)
M =	Current cost index relevant to the period in which the material is delivered to the site for use
M _c =	Basic cost index prevailing at the time of last date of receipt of bids (original or extended)
T =	Actual quantity of material delivered to the site for use

The maximum amount of liquidated damages for the whole of the works is **Ten percent** of final contract price. [41]

Mile stone	Period in Month	Approximate value of the Milestone compared to the Original Contract Cost	% of Liquidated damages to be levied on the Balance cost of Mile stone
Milestone 1	By the end of 60 th day	25% (RsLakhs)	Liquidated damages for the short fall in the particular mile stone is levied proportionate to the balance amount in that mile stone and it is also returnable if the agency makes good such short falls by achieving in the subsequent milestones, but not later than project completion date.
Milestone 2	By the end of 180 th day	25% (RsLakhs)	
Milestone 3	By the end of 330 th day	50% (Rs Lakhs)	

The Advance Payment

[42]

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

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

1. The contractor does not establish site laboratory within 30 days of date of handing over of site or 45 days after issue of letter of acceptance.
2. The contractor does not employ sufficient number of engineers, laboratory technicians, quality control engineers within 30 days of handing over of site or 45 days after issue of letter of acceptance.
3. The contractor does not commence the mobilization of equipments and machineries within 28 days from the date of issue of notice to commence the work.
4. The contractor does not commence the work for 45 days from the date of issue of notice to commence the work.
5. The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the employer;
6. The contractor has contravened sub-clause 7.1 and clause 9 of CC.

The percentage to apply to the value of the work not completed representing the employer’s additional cost for completing the works shall be **30 percent** [50.1]

SECTION 7: SPECIFICATIONS

(Detailed Estimates and Scheduled Estimates Enclosed Separately)

SECTION 8: DRAWINGS

**(Architectural Drawings, Structural Drawings, Sanction Drawings
Enclosed Separately)**

SECTION 9: BILL OF QUANTITIES

Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	Rate (Rs)		Amount (Rs)
				In figures	In words	
Enclosed Separately						
Total Tender Price (in figures)						
(in words)						

Note:

- (1) Item for which no rate or price has been entered in will not be paid for by the employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
- (2) Unit rates and prices shall be quoted by the tenderer in Indian Rupees.
- (3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
[ITT Clause 24.1(a)]
- (4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

**SECTION 10: Performance Security
Bank Guarantee**

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

PERFORMANCE GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the contractor") has entered into contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of works] (hereinafter called "the contract").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the contractor, we _____ [name of bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words],¹ such sum being payable in the types and proportions of currencies in which the contract price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the contractor is in breach of its obligation(s) under the contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the uniform rules for demand guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Employer.

² Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORMAT OF BANK GUARANTEE FOR E.M.D.

To,
The Managing Director,
Jungle Lodges and Resorts,
Address: Ground Floor, Khanija Bhavan, 49 Race Course Road, Bengaluru – 560 001

WHEREAS (Name and Address of contractor)
*** (Thereinafter called “the contractor”) has undertaken in pursuance of Tender
Notification/Contract No.dated:to Tender/execute.

(Name of contract and brief description of works).....
.....called “The contract”.

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a Nationalised / Schedule bank for the sum specified therein as Earnest Money Deposit for compliance with his obligations in accordance with contract.

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

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you on behalf of the contractor upon a total of (Amount of Guarantee)..... Rs. (in words) Rupees.....) and we undertake to pay you, upon your first written demand and without cavil or/argument any sum or sums of within the limits of (Amount of Guarantee) as aforesaid without by our needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This Guarantee is valid until the date..... 45 days beyond the Bid validity period.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:.....

Address:.....

Place:

Date:

WITNESS:

1)

2)