



Bengaluru Smart Infrastructure Limited (B-SMILE)

Office of the Superintending Engineer

#108, 1st Floor, Annexe - 2 Building, B-SMILE, N.R. Square, Bengaluru – 560002.

Email: supeng.bsmile@gmail.com

TENDER FOR THE WORK OF

“Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum, Turnkey with allowable Price Escalation basis

Amount Put to Tender : Rs. 30406.02 Lakhs (Excluding GST)

Short Term Tender Notification

Two cover system

(Through GOK, <http://kpp.karnataka.gov.in> only)

TENDER REFERENCE No.	:	B-SMILE/SE/PE1/TEND/07/2025-26 Dated: 18.09.2025
TENDER DOCUMENT CAN BE DOWNLOADED FROM KPP PORTAL	:	20.09.2025 at 4.30 PM
PRE BID MEETING	:	30.09.2025 at 4.00 PM at the Office of the Director (Technical), 1 st Floor, Annexe-2 Building, BBMP, Head Office, N.R. Square, Bengaluru – 560002.
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	09.10.2025 up to 4.00 PM
TIME AND DATE OF OPENING OF TECHNICAL TENDERS	:	10.10.2025 at 4.30 PM
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to Technically Qualified Bidders
ADDRESS FOR COMMUNICATION	:	Office of the Superintending Engineer, #108, 1 st Floor, Annexe - 2 Building, B-SMILE, N.R. Square, Bengaluru – 560002. Email: supeng.bsmile@gmail.com

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- * Scope of work
- * Technical Specifications
- * Drawings, Concept Notes & Others



BENGALURU SMART INFRASTRUCTURE LIMITED

No. B-SMILE/SE/PE1/TEND/07/2025-26

Office of the Superintending Engineer

Bengaluru Smart Infrastructure Limited (B-SMILE),
N.R. Square, Bengaluru-560002.

Dated: 18.09.2025.

INVITATION FOR TENDERS (IFT) **(THROUGH KPP PORTAL ONLY)** **(SHORT TERM TENDER NOTIFICATION)**

1. The Government of Karnataka has constituted “Bengaluru Smart Infrastructure Limited” (B-SMILE) for implementation of Specific Infrastructure works in the city of Bengaluru.
2. On behalf of the Bengaluru Smart Infrastructure Limited (B- SMILE), The Superintending Engineer invites bids from reputed Construction Companies/ Private Firms/ Government agencies/Individuals/PSU for the works given in the table below.
3. The Superintending Engineer, B-SMILE invites tenders from eligible Contractors registered with CPWD / KPWD / Railways / MES / National Highway or any State Government Organizations for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through KPP portal of the Government of Karnataka (<http://KPPp.karnataka.gov.in>). The Tenderer's are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderer's to qualify for award of the contract (Standard Tender Document – KW-4 and KTPP Act shall be followed).
4. Tenders must be accompanied by Earnest Money Deposit (EMD) specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document any errors in the EMD shall be liable for rejection and shall have to be valid for 45 days beyond the validity of the tender.
5. Tenders must be submitted online through KPP portal on or before **16.00** hours on **09.10.2025** and the opening of tenders will be as per the KPP portal guidelines.
6. Tender documents and other information can be downloaded in the KPP portal from **20.09.2025 @ 16.30 hours onwards**.
7. GST of 18% or as applicable at the time of payment shall be paid to the tendered amount separately.
8. Other details can be seen in the tender documents.

Sl. No	Name of the Work	Amount Put to Tender (in lakhs)	EMD (in Lakhs)	Period of Completion
1	“Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum, Turnkey with allowable Price Escalation basis	30406.02 (Excluding GST)	Rs. 305.00 Lakhs (Rupees 1.00 Lakh e-payment through KPP portal and balance Rs.304.00 Lakhs in the form of Bank Guarantee viz.)	24 Months Including Monsoon

9. Following shall be the calendar of events for Tendering:

Date and time for Availability of Tender documents in KPP Portal	:	20.09.2025 at 4.30 PM
Date of Pre-bid meeting	:	30.09.2025 at 4.00 PM at the Office of the Director (Technical), 1 st Floor, Annexe-2 Building, BBMP, Head Office, N.R. Square, Bengaluru – 560002.
Last Date and Time for receipt of tender Documents in KPP Portal	:	09.10.2025 up to 4.00 PM
Date & Time for Opening of Technical Bids	:	10.10.2025 at 4.30 PM

Construction of Elevated Rotary Flyover at IOC Junction and construction of additional 2 Lane ROB at Byyappanahalli Railway Level crossing on EPC mode- on Lumpsum, Turnkey with allowable Price Escalation basis.
Volume I

Technical Bid

Date & Time for Opening of Financial Bid	:	Will be intimated to Technically Qualified Bidders
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Note:

- A. The bid must be submitted in the electronic tendering system only. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.
- B. Contractor can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website after submitting the EMD and tender processing fee in the form of e-payment.
EMD of the unsuccessful bidders will be refunded only after issuing LOA to the successful bidder.
- C. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (Also all scanned copies should be visible and should have clarity). IT returns and its year wise abstract should be certified by Chartered Accountant.
- D. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.
- E. The Financial Bid is to be read, for the purpose of pricing, in continuation with the Instructions to Tenderers, Conditions of Contract, Scope of Work, Design Criteria, Specifications, Drawings and all other Components are Parts of the Tender Document.
- F. A successful bidder will have to execute an agreement with Superintending Engineer, B-SMILE, Bengaluru within 3 days upon receipt of intimation along with performance Security as per contract price in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing in such cases the performance security will forfeited which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.
- G. The Bengaluru Smart Infrastructure Limited, Bengaluru reserves the right to accept / reject any or all tenders without assigning any reasons.
- H. Corrigendum's / modifications / corrections, if any, will be published in the KPP Portal website only.
- I. Further details of the work of the tender can be obtained in the office of the Office of the Superintending Engineer, B-SMILE, 1st Floor, Annexe-2 Building, N.R. Square, Bengaluru – 560002, Email: supeng.bsmile@gmail.com on all working days.
- J. GOK KPP portal <http://kppp.karnataka.gov.in> for registration and e-payment details contact KPP portal Helpdesk at 080 — 46010000, 68948777.
- K. All drawings uploaded in the GOK KPP portal is tender purpose only mentioned elsewhere in the drawing / tender document as final and approved must be considered as tender purpose only.

Sd/-

Superintending Engineer,
Bengaluru Smart Infrastructure Limited (B-SMILE)

Copy Submitted for kind information to the:

1. PS to Hon'ble Managing Director to bring into the kind notice of Hon'ble Managing Director, B-SMILE.
2. PS to Hon'ble Chief Executive officer, B-SMILE for kind information.
3. Director (Technical), B-SMILE for kind information.
4. Project Engineer-1, B-SMILE for kind information and publish the same in the Display / Notice Boards.
5. Public Relation Officer, GBA for information and to publish in two leading Newspapers in Kannada and English and Notice Board.
6. I.T. Advisor with a Request to publish the same in the GBA Website.
7. ACF (MR) / Accounts Superintendent / Cashier for information to verify the Contractors Pass Book and necessary entries have to be made while giving permission for downloading the Blank Tender Forms.
8. Office Copy.

Sd/-

Superintending Engineer,
Bengaluru Smart Infrastructure Limited (B-SMILE)

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

- 1.1 The Bengaluru Smart Infrastructure Limited (B-SMILE), Office of The Superintending Engineer, 1st Floor, Annexe-2 Building, N.R. Square, Bengaluru – 560002, Email: supeng.bsmile@gmail.com (Referred to as Employer) invites Tenders following Two Cover Tender Procedure, from the Eligible Tenderers, for the Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum , Turnkey with allowable Price Escalation basis. The Tenderers may submit Tenders for the above Work.

2. Eligible Tenderers

- 2.1 Tenderers shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the Government of India / Union territory or any State Government.
- 2.2 Tender from Joint Ventures / Consortia are not acceptable.
- 2.3 Tenderer of certain countries are restricted on Public Procurement and refer proceedings of the Government of Karnataka order No FD 455 Exp - 12 2020 Bengaluru dated 1/4/2023 is annexed at last in the Tender document.

3. Qualification of the Tenderer

- 3.1 All Tenderers shall provide the requested information accurately and sufficient details as mentioned in Section 3: Qualification Information.
- 3.2 To qualify for award of this Contract, each Tenderer in its name should have in the last five years 2020-21 to 2024 – 2025 i.e.
- a. Achieved in at least in two Financial Year a minimum Financial Turnover (in all classes of Civil Engineering Construction Works only) of **Rs. 30406.00 Lakh**. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of the financial year in which the tender is invited i.e. 2025 – 26.
 - b. The Prime Contractor should have satisfactorily completed Single Work / Project not less than 50% of Contract Value i.e. **Rs. 15203.00 Lakhs** of similar nature such as construction of a Flyover/viaduct constructed in urban areas for a length of not less than 2000m excluding approaches and same shall have been opened to traffic.

The Tenderer should submit Work Done Certificate issued by an Office not below the Rank of the Executive Engineer and Certificate issued by Private entities other than government organization shall not be considered. Further, the Tenderer shall submit proof of receipt of payment received for the work only from the respective Government Authority to consider the certificate certifying similar nature of work. The Value of the Completed Works shall be given a weightage of 10% per year to bring them to the Price Level of up to 2025 – 26.

- c. Tendered shall have executed in any one Year, the following minimum Quantities of Work. (80% of the Quantities executable in One year- Period considered for calculation is 24 months i.e 02 Years)

The tenderer should submit the certificate issued by Officer not below the rank of Executive Engineer in support of minimum quantities executed. Certificate issued by other than government organization shall not be considered under this category.

Sl. No	Description	Unit	Quantity
1	Earth work Excavation / Embankment / Construction median/Filling available earth	Cum	11013
2	Construction of GSB/WMM	Cum	3272
3	BM/DBM/BC	Cum	1274
4	Concrete Works up to M20	Cum	667
5	Concrete Works above M20	Cum	25406
6	TMT Steel	MT	2632
7	HT Strands	MT	357

- d. Tenderer should submit a certificate of minimum 680 MT of structural steel supplied / fabricated and launching of Girders for on-going or completed Bridge work in a single project awarded by any State/Central Government during the last 05 years 2020 – 2021 to 2024 – 2025. Further the certificate of quantities included in a project should be certified by not below the rank of Executive Engineer along with approved drawings.

3.3 Each Tenderer should further demonstrate

- a. Availability by owning at least 50% of the following Key and Critical Equipment for this Work and the remaining 50% can be deployed on lease / hire basis for all Works provided in the relevant Documents (Commitment Agreement, etc.) for Availability for this Work are furnished.

Sl. No	Description	Requirement	Own	Hire
1	Concrete Batching Plant and allied Equipment such as Transit Mixer 4 to 7cum capacity), Concrete Pump, Vibrator, etc. (50 cum / hr.)	1 No	1	-
2	Hydrostatic Paver with Sensor Control of 9m wide Arm	1 No	1	-
3	Crane 50T Capacity or higher	2 No	-	2
4	Hydraulic Rotary Rig of minimum 1000mm diameter	2 No	-	2
5	Hot Mix Plant 100 – 120 TPH Capacity	1 No	1	-
6	Portal/mobile crane of 8T capacity and above	2 No	1	1
7	Hitachi	6 No	3	3
8	Tippers	10 No	5	5
9	Backhoe Loaders	6 No	3	3
10	Dozers	2 No	1	1
11	Wheel loaders	2 No	-	2

- 3.3 (b) Line of Credit : Liquid Assets and / or availability of Credit Facilities of no less than **Rs. 3798.00** Lakh (Letter of Credit from Nationalized / Scheduled Bank for meeting the Fund Requirement, etc.).(Peak expenditure in any one of the months within 24 months)
- In the case of the death of a Contractor after executing the Agreement / Commencement of the Work, his Legal Heir, if an Eligible Registered Contractor and willing, can execute and complete the work at the accepted Tender Rates irrespective of the Cost of the Work.
 - The Tenderer shall prepare and submit Bills for payments to the employer for an amount not less than Rs. 12.50 Crores. (Being the progress of each month). Bills less than Rs. 12.50 Crores shall not be considered for processing the Bill.
- 3.4 Tenderers having In – house Design Office or associated with Consultancy Firms shall furnish the Details of the Design Experience of the Tenderer or the Consultancy Firm in the Design of Flyover/ROB/Major Bridge. In case the Tenderer is associating with a Consultancy Firm, Company Profile, Acceptance Letter along with Memorandum of Understanding (MOU) for Association along with experience certificate in similar nature of work of design consultancy cost not less than 0.50 percent of the Amount Put to Tender issued by not below the rank of Executive Engineer shall be uploaded in the tender.
- The Employer shall have the right to verify all the Men and Machinery Details / Documents submitted by the Tenderer at any point of time during Technical Evaluation of the Tender Document.**
- 3.5 To qualify for the Contract 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 Contract.
- 3.6 Sub Contractors' Experience and Resources shall not be taken into account in determining the Tenderers 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 Civil Engineering Works executed in any One Year during the last Five years (updated to 2025– 2026 Price Level) taking into account the Completed as well as Works in Progress.

N = Number of years prescribed for Completion of the Works for which Tenders are Invited i.e. 24 Months.

B = Value, at 2025 – 2026 Price Level on 10% Weightage per annum, of Existing Commitments and On Going Works to be completed during the next 24months.

Note: The Statements showing the Value of Existing Commitments and on Going works as well as the Stipulated Period of Completion remaining for each of the Works Listed should be countersigned by the Employer in charge, not below the Rank of an Executive Engineer or equivalent.

- 3.8 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.
 - During technical evaluation / verification, statement and calculations furnished in support of bid capacity found false such tenders shall be treated as non response.

4. One Tender per Tenderer

- 4.1 Each Tenderer shall submit only one Tender for the Project. 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 shall, prior to submitting his Tender for the Work, visit and examine the Site of Works and its surroundings at his own expense and obtain and ascertain for himself on his own responsibility all information that may be necessary for preparing his Tender and entering into the Contract, including, inter alia, the actual Conditions regarding the Nature and Conditions of the Site, Availability of Materials, Labour, probable Sites for Labour Camps, Stores, etc. and the Extent of Lead and Lift required for the Work in complete form over the entire duration of the Contract, Restrictions, Obstructions in Work, if any, allow for all such Extras likely to be incurred due to any such Conditions, Restrictions, Obstructions, etc. in the quoted Tender Price for the Work.

- 6.2 **The Tender document are preliminary reference document by way of assistance to the bidder who are expected to carry out their own surveys, investigations and other detailed examination of the project before submission of bids.**

- 6.3 In addition, the Tenderers shall also satisfy themselves about the following other Factors.

- a. Site Conditions including Access to the Site, Existing and Required Roads and other Means of Transport / Communication for use by him in connection with the Work including Diversion and Rerouting of Services.
- b. Ensuring that the Traffic Movement during the Construction of the Works is properly diverted, maintained and obstruction to the Traffic Movement is kept to the minimum during various Stages of Construction as planned and approved by the Employer. The tenderer shall bear the cost of men and materials for the diversion work.
- c. Requirement and Availability of Land and other Facilities to enable Works, Colonies, Stores and Workshops, etc.
- d. Ground Conditions including those bearing upon Transportation, Disposal, Handling and Storage of Materials required for the Work or obtained there from.
- e. Source and Extent of Availability of Suitable Materials including Water, etc. and Labors (skilled and unskilled), required for the Work and Laws and Regulations governing their Use and Employment.
- f. Geological, Meteorological, Topographical and other General Features of the Site and its Surroundings and are pertaining to and needed for the Performance of the Work.
- g. The Limit and Extent of Surface and Sub Surface Water to be encountered during the Performance of the Work and the Requirement of Drainage and Pumping.
- h. The Type of Equipment and Facilities needed, for and in the performance of the Work; and
- i. All other Information pertaining to and needed for the Work including Information as to the Risks, Contingencies and other Circumstances, which may influence or affect the Work or the Cost thereof under this Contract.

The Tenderers shall note that Information, if any, in regard to the Local Conditions, as contained in these Tender Documents, have been provided for Guidance and is not warranted being complete.

- 6.4 A Tenderer shall be deemed to have full Knowledge of the Site, whether he inspects it or not, and no extra charges consequent to any misunderstanding or otherwise shall be allowable.

- 6.5 The Tenderer and any of his Personnel or Agents will be granted permission by the Employer or his Authorized Nominee, on receipt of Formal Application in respect thereof a Week in Advance of the Proposed Date of Inspection of Site, to enter upon the Premises and Lands for Purpose of such Inspection, but only on the Express Condition that the Tenderer shall indemnify the Employer from and against all Liability in respect thereof and the Tenderer will be responsible for Personal Injury (whether fatal or otherwise), Loss or Damage to Property and any other Loss, Damage, Costs and Expenses however caused which, but for the Exercise of such Permission, would not have arisen.

B. Tender Documents

7. Content of Tender Documents

7.1 The Tender Document shall have all the Sections given as in KPP and this Bid document.

8. Clarification of Tender Documents

8.1 Refer Clause No. 8.2 below.

8.2 Pre Tender Meeting

8.2.1 The Tenderer or his Authorized Representatives are invited to attend a Pre Tender Meeting, which will take place at the Office of the Director (Technical), 1st Floor, Annexe-2 Building, N.R. Square, Bengaluru – 560002, Email:supeng.bsmile@gmail.com on **30.09.2025 at 4.00 PM.**

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. **(For addressing Queries & Suggestions)**

8.2.3 The Tenderer is requested to submit any Questions in Writing or by Cable to reach the Employer not later than **29.09.2025 up to 16.00 hrs.**

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 uploaded in KPPP.

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 displayed in the Website.

9.3 To give the Tenderers reasonable time in which to take an Addendum into account in preparing their Tenders, the Employer shall extend as necessary the Deadline for Submission of Tenders, in accordance with Sub Clause 16.2 below.

C. Preparation of Tenders

10. Documents Comprising the Tender

10.1 The Tender submitted by the Tenderers shall contain the Documents as follows.

10.1.1 Technical Bid

- a. Earnest Money Deposit.
- b. Qualification Information as per Formats given in Section 3.
- c. Initial Program showing the General Methods, Arrangements, Construction Methodology, Order and Timing for all the Activities in the Work.
- d. List of Proposed Technical and Managerial Staffs to be deployed at Site for the Work.
- e. Number and Category of each type of Skilled Personnel to be deputed for this Work as per the Details mentioned in the Special Condition of Contract.
- f. Details of Plants and Machineries to be deployed at Site for the Work as per the Details mentioned in the Special

Condition of Contract.

- g. Proposed Construction Program on month – to – month basis for the entire Period of Execution of the Work as per the Details mentioned in Special Condition of Contract.
 - h. Proposed Workshop Facility to be set up by the Tenderer as per the Details mentioned in Clause No. 53 of Special Conditions of Contract.
- 10.1.2 Unpriced Bill of Quantities as per the Details mentioned in Special Conditions of Contract.
- 10.1.3 Financial Bid
- a. The Tender (in the Format indicated in Section 4).
 - b. Priced Financial Bid (Section 10); and any other Materials required be completing and submitting by the Tenderers in accordance with these Instructions. The Documents Listed under Sections 4, 7 and 10 shall be filled in without exception.

11. Tender Prices

- 11.1 The Contract shall be Turnkey Contract based on Tenderer's own Design for the Whole Works as described in Sub Clause above EPC mode)
- 11.2 The Tenderer shall fill in the Lump Sum Price (both in Figures and in Words) for the Whole Works. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 11.3 The Price quoted by the Tenderer shall be for the Whole Works as noted in the Schedule, Specifications and elsewhere in this Document and shall hold good till the Completion of Work. **Rate shall be excluding GST**. The Rate shall also include the Cost of all Labors, Materials, Plant, Machinery, Equipment's, Carriage and other Inputs involved in the Execution and Completion of the Work.
- 11.4 The Contractor will have to make his own Arrangements for Water, Electricity, Place for Storage of Construction Materials, Casting Yards, Labour Camps, etc. required for Construction and shall use his own Plant and Machinery, which may be required for the Speedy Execution of the Work.
- 11.5 During Traffic Diversion, the Contractor shall provide necessary Signages, Signals, Lighting Arrangements, etc. The Quoted Rate shall also be inclusive of Providing Skilled Personnel for Traffic Diversion as per the Requirements.

12. Tender Validity

- 12.1 Tenders shall remain valid for a period not less than one hundred and eighty (180) days after the Deadline Date for Tender Submission specified in Clause 16. A Tender valid for a Shorter Period shall be rejected by the Employer as Non Responsive.
- 12.2 In Exceptional Circumstances, prior to expiry of the Original Time Limit, the Employer may request that the Tenderers may extend the Period of Validity for a Specified Additional Period. The Request and the Tenderers' Responses shall be made in Writing or by Cable. A Tenderer may refuse the Request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the Request will not be required or permitted to modify his Tender, but will be required to extend the Validity of his Earnest Money Deposit for a Period of the Extension, and in compliance with Clause 13 in all respects.

13. Earnest Money Deposit

The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in IFT for this particular Work. Further, out of the total EMD Amount of **Rs. 305.00** Lakhs only **Rs. 1.00 Lakh Rupees One Lakh only** shall be paid in the KPP portal using any of the following modes and the Balance Amount of **Rs. 304.00** lakhs should be in the **form of Bank Guarantee/e-Bank Guarantee/FDR/Insurance Surety Bonds issued by Insurance Company by IREDA of India** from any Nationalised / Scheduled Bank. Tenderer may also

pay full amount of EMD of **Rs. 305.00** Lakhs using KPP portal using any of the modes mentioned below.

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

NEFT Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement 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 shall 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 shall 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 input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Tenderer chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated Axis Bank Branches listed in the e – Procurement Website (<http://KPPp.karnataka.gov.in>), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The 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 input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

13.2 EMD Amount shall be submitted by the Tenderer taking into account of the following Conditions.

- a. EMD for Rs. 1.00 Lakh shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at Axis Bank until the Work is awarded and EMD for the Balance Amount shall be in the Form of **Bank Guarantee/e-Bank Guarantee/FDR/Insurance Surety Bonds issued by Insurance Company by IREDA of India** from any Nationalized / Scheduled Bank valid for a period of not less than two hundred and twenty five (225) days after the Deadline Date for Tender Submission specified in Clause 16. Further, the Original Bank Guarantee shall

- be submitted to the Office of the Superintending Engineer, B-SMILE, 1st Floor, Annexe-2 Building, N.R. Square, Bengaluru – 560002, Email: supeng.bsmile@gmail.com by 09.10.2025 within 4.00 PM.
- b. The Tenderer's Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 13.1 and 13.2.
- 13.3 Any Tender not accompanied by an acceptable EMD and not secured as indicated in Sub Clauses 13.1 and 13.2 above shall be rejected by the Employer as Non Responsive.
- 13.4 The Earnest Money Deposit of the Unsuccessful Tenderers will be returned as specified in the notification.
- 13.5 The Earnest Money Deposit of the Successful Tenderer will be discharged only when the Tenderer has signed the Agreement and furnished the required Performance Security.
- 13.6 The Earnest Money Deposit may be forfeited
- If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity;
 - If the Tenderer does not accept the Correction of the Tender Price, pursuant to Clause 24; or
 - In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
 - Sign the Agreement; or
 - Furnish the required Performance Security.
- 14. Format and Signing of Tender**
- 14.1 The Electronic Tendering System for the Construction of Work comprises of two Stages (i) Technical Bid and (ii) Financial Bid. The Tenderers are required to submit the Tender Documents in two stages electronically.
- 14.2 The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer that are duly incorporated.
- 14.3 Each Page uploaded shall be duly signed and sealed by the Tenderer or a Person or Persons duly authorized to sign on behalf of the Tenderer. Such Authorization shall be indicated by a Written Power – of – Attorney accompanying the Tender. The Corrections, if any, shall be made by striking of and shall be initialed with date.

D. Submission of Tenders

15. Sealing and Marking of Tenders

- 15.1 The Tenderer shall access Tender Documents, fill them and submit the Completed Tender Document as stated in Clause 10 through Website of e – Procurement itself (<http://kppp.karnataka.gov.in>). The Signed, Sealed and Scanned Copy of all the Documents as stated in Clause 10 shall be attached to the e – Tender Document, failing which the Bid will not be considered. It is the Responsibility of the Tenderer to submit all the Documents pertaining to Eligibility Criteria / Qualification Information / Design Details with due diligence. All the Pages of the Document shall be serially numbered with an Index for ready reference.

- 15.2 No Physical Documents shall be considered. However, all the participating Tenderers shall produce all the Original Documents / Hard Copy of the Scanned Documents uploaded in the Portal for Verification whenever asked by the Employer.

16. Deadline for Submission of the Tenders

- 16.1 Tenders must be received by the Employer at the Website Address specified as per KPPP.
- 16.2 The Employer may extend the Deadline for Submission of Tenders by issuing an Amendment in accordance with Clause 9, in which case all Rights and Obligations of the Employer and the Tenderers previously subject to the Original Deadline will then be subject to the New Deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the Tender after Deadline will not be accepted in the KPPP

17.2 Modification and Withdrawal of Tenders

17.3 Tenderers may modify Contents of Technical Bid or Financial Bid before the Deadline prescribed in Clause 16.

17.4 Tenderers may withdraw their Tenders by canceling his Bid on the Website only before the Deadline prescribed in Clause 16.

17.5 No Tender may be modified and withdrawn after the Deadline for Submission of Tenders.

17.6 Withdrawal or Modification of a Tender between the Deadline for Submission of Tenders and the Expiration of the Original Period of Tender Validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the Forfeiture of the Earnest Money Deposit pursuant to Clause 13.

17.7 Tenderers may only offer Discounts to, or otherwise modify the Prices of their Tenders by submitting Tender Modifications in accordance with this Clause, or include in the Original Tender Submission.

E. Tender Opening and Evaluation

18. Opening of Technical Bid of all Tenders and Evaluation to determine Qualified Tenderers

18.1 The Employer will open the Technical Bids of all the Tenders received in the presence of the Tenderers or their Representatives who choose to attend at 4.30 PM. on specified date at Office of the Superintending Engineer, 1st Floor, Annexe-2 Building, N.R. Square, Bengaluru – 560002, Email: supeng.bsmile@gmail.com 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.

18.2 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 Opening.

18.3 The Employer shall prepare Minutes of the Tender Opening, including the Information Disclosed to those present in accordance with Sub Clause 19.2.

18.4 The Employer will evaluate and determine whether each Tender (a) is accompanied by the Required Earnest Money Deposit as per stipulations in ITT Clause 13.1 and (b) meets the Minimum Qualification Criteria stipulated in ITT Clause 3 and (c) contains the Tenderer's Designs and Drawings on the basis of the Parameters fixed in the Tender Document. The Employer will draw out a List of Qualified Tenderers.

19. Opening of Financial Bids of the Qualified Tenderers and Evaluation

19.1 The Employer will inform all the Qualified Tenderers the Time, Date and Venue fixed for the Opening of the Financial Bid containing the Priced Financial Bid. The Employer will open the Priced Financial Bids of Qualified Tenderers at the Appointed Time and Date 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.

19.2 The Tenderers' Names, the Tender Prices, the Total Amount of each Tender, any Discounts, and such other Details as the Employer may consider Appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender Opening.

19.3 The Employer shall prepare Minutes of the Priced Financial Bid Opening, including the Information disclosed to those present in accordance with Sub Clause 20

20. Process to be Confidential

20.1 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.

21. Clarification of Tenders

- 21.1 To assist in the Examination, Evaluation and Comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for Clarification of his Tender, including Breakdowns of Unit Rates. The Request for Clarification and the Response shall be in Writing or by Cable, but no change in the Price or Substance of the Tender shall be sought, offered, or permitted except as required to confirm the Correction of Arithmetic Errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.
- 21.2 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.
- 21.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender Evaluation, Tender Comparison or Contract Award Decisions may result in the rejection of the Tenderers' Tender.

22. Examination of Tenders and Determination of Responsiveness

- 22.1 Prior to the Detailed Evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and (b) is substantially Responsive to the Requirements of the Tender Documents.
- 22.2 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.
- 22.3 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 Non-Conforming Deviation or Reservation.

23. Correction of Errors

- 23.1 Tenders determined to be Substantially Responsive will be checked by the Employer for any Arithmetic Errors. Errors will be corrected by the Employer as follows.
- (a) Where there is a Discrepancy between the Rates in Figures and in Words, the lower of the two will govern.
- 23.2 The Amount stated in the Tender will be adjusted by the Employer in accordance with the above Procedure for the Correction of Errors and, with the Concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the Corrected Amount the Tender will be rejected, and the Earnest Money Deposit may be forfeited in accordance with Sub Clause 13.6 (b).

24. Evaluation and Comparison of Tenders

- 24.1 The Employer will evaluate and compare only the Tenders determined to be Substantially Responsive in accordance with Clause 23.
- 24.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows.
- a. Making any Correction for Errors pursuant to Clause 24 and
 - b. Making Appropriate Adjustments to reflect Discounts or other Price Modifications offered in accordance with Sub Clause 18.5.
- 24.3 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.
- 24.4 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 - **This clause is deleted.**
- 24.5 If the Tender of the Successful Tenderer is seriously Unbalanced in relation to the Employer's Estimate of the Cost of the Work to be performed under the Contract, the Employer may require the Tenderer to produce Detailed Price

Analyses for any or all Items of the Financial Bid, 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 Tenderer under the Contract.

F. Award of Contract

25. Award Criteria

- 25.1 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 Eligible in accordance with the Design and Drawings submitted by the Tenderer as per the Scope of Work, Design Criteria (as detailed in previous sections) and Tender Drawings as Criteria.

26. Employer's Right to accept any Tender and to reject any or all Tenders

- 26.1 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.

27. Notification of Award and Signing of Agreement

- 27.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to Expiration of the Tender Validity Period by Cable, Telex, e – mail or Facsimile confirmed by Registered Letter. This Letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the Sum that the Employer will pay the Contractor in consideration of the Execution, Completion and Maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 27.2 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.
- 27.3 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 20 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.
- 27.4 Upon furnishing by the Successful Tenderer the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

28. Security Deposit

- 28.1 Within 20 days of receipt of the Letter of Acceptance, the Successful Tenderer shall deliver to the Employer a Performance Security 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 Sub Clause of ITT and in Conditions of Contract. (Securities)
- Banker's Cheque / Demand Draft / Pay Order in favor of The Managing Director, B-SMILE, Bangalore payable at Bangalore or
 - Bank Guarantee in the Form given in Section 11.
 - Specified Small Saving Instruments pledged to The Managing Director, B-SMILE, Bangalore.
- 28.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.
- 28.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Contractor.
- 28.4 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.

28.5 The Security Deposit will be discharged in the Stages as mentioned in **Special Conditions of Contract**.

29. Advance Payment and Security

29.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the Maximum Amount as stated in Contract Data.

30. Corrupt or Fraudulent Practices

30.1 The Employer requires that the Tenderers / Suppliers / Contractors, observe the Highest Standard of Ethics during the Procurement and Execution of such Contracts. In pursuance of this Policy, the Employer

a. Will reject a Proposal for Award if it determines that the Tenderer recommended for Award has engaged in Corrupt or Fraudulent Practices in competing for the Contract in Question.

b. **Will declare a Firm Ineligible / recommended for Debarment either Indefinitely or for a Stated Period of Time to be awarded a B-SMILE Contract or in any contract of GoK if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for..**

30.2 Furthermore, Tenderers shall be aware of the Provision stated in 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

1.2 Total Value of Civil Engineering Construction Works executed and Payments received in the last five years (in Rs. Lakh)

2020 – 21 _____
2021 – 22 _____
2022 – 23 _____
2023 – 24 _____
2024 – 25 _____

[Attach Certificate from Chartered Accountant]

1.3 Work performed as Prime Contractor (in the same name) on Works of Similar Nature over during the Five Years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract in Rs. Lakh	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

1.4 Quantities of Work Executed as Prime Contractor (in the same name) during the Last Five Years specified in 1.2 above.

Year	Name of Work	Name of Employer	Quantity of Work Performed ¹				Remarks (Indicate Contract Reference)
			Earthwork Excavation (cum)	Concrete (cum)	Reinforcement Steel (MT)	Asphalt (cum)	
2020 – 21							
2021– 22							
2022 – 23							
2023- 24							
2024- 25							

¹ Items of Work for which Data is requested should tally with that specified in ITT Clause 3

- 1.5 Information on Works for which Tenders have been submitted and Works which are yet to be Completed as on the Date of this Tender.

(A) Existing Commitments and On Going Works

Description of Work	Place and State	Contract No. and Date	Name and Address of the Employer	Value of Contract (Rs. Lakh)	Stipulated Period of Completion	Value of Works ² remaining to be Completed (Rs. Lakh)	Anticipated Date of Completion
1	2	3	4	5	6	7	8

² Attach Certificates from Engineer – in – Charge.

(B) Works for which Tenders already submitted

Description of Work	Place and State	Name and Address of the Employer	Estimated Value of Works (Rs. Lakh)	Stipulated Period of Completion	Date when Decision is Expected	Remarks, if any
1	2	3	4	5	6	7

- 1.6. The following Items of Equipment are considered Essential for successfully carrying out the Works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement ³			Owned and Available		Remarks
	No.	Capacity	Owned	No. / Capacity	Age / Condition	

³ The Item of Equipment, Required Number and Capacity should match with those specified in ITT Clause 3.3 (a).

- 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, 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): Letter of Credit. 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.....is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs..... lakhs to meet the working capital requirements for executing the above contract.

Sd/-

Name of the Bank,

Senior Bank Manager,

Address:

- 1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price – **this clause is deleted**

Name of work	Value of sub contract	Identified Sub-Contractor	Amount involved

- 1.12 Information on litigations in which the Tenderer is involved: (Separate sheet should be added as per the table below)
(Attached (Yes/No))

TABLE 6

Other Party(ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

- 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.

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

Form of Tender

Description of the Works: “Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum , Turnkey with allowable Price Escalation basis.

To
The Superintending Engineer,
B-SMILE,
1st Floor, Annexe-2 Building,
N.R. Square, Bengaluru – 560002,
Email: supeng.bsmile@gmail.com

Dear Sir

We _____ offer to construct and maintain during the Defects Liability Period and Maintenance Period the Works described above in accordance with the Terms and Conditions, Scope of Work, Conditions of Contract accompanying this Tender for the Lump Sum Fixed No Variation Contract Price of _____ [in figures] (_____) [in letters].¹

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

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

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully
Authorized Signature:

Name and Title of Signatory:
Name of Tenderer:
Address:

¹ To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form Of Tender.

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 **“Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum , Turnkey with allowable Price Escalation basis No. B-SMILE/SE/PE1/TEND/07/2025-26** for the Contract Price of Rupees (_____) [amount in both Words and Figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are hereby requested to furnish Security Deposit plus Additional Security for Unbalanced Tenders in Terms of Sub Clause of ITT, in the form detailed in Clause No. 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 Maintenance Period of 24 months i.e. up to _____ and sign the Contract, failing which action as stated in previous clause of ITT will be taken.

Yours faithfully

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to Proceed with the Work
(Letter Head of the Employer)

Date:

To: [Name and Address of the Contractor]

Dear Sirs,

Pursuant to your furnishing the requisite Security Deposit as stipulated in ITT Clause 29.1 and signing of the Contract Agreement for the **“Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum** , Turnkey with allowable Price Escalation basis for a Tender Price of Rs. ___, you are hereby instructed to proceed with the execution of the said works in accordance with the Contract Documents.

Yours faithfully,

(Signature, Name and Title of Signatory authorized to sign on behalf of Employer)

Agreement Form

This Agreement, made on the _____ day of ____ 20 __, between _____ [Name and Address of Employer] (hereinafter called “the Employer”) of the one part and _____ [Name and Address of Contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute “**Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing**” on EPC mode - Lumpsum , Turnkey with allowable Price Escalation basis.

No. B-SMILE/SE/PE1/TEND/07/2025-26 (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 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. Financial Bid.
 - ix. Minutes of Meeting of Pre Tender Meeting and
 - x. 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 6: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

- 1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their Defined Meanings. Bold Letters are used to identify Defined Terms.

Financial Bid means the Priced and Completed Financial Bid 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 who's 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.

Days are Calendar Days; **Months** are Calendar Months.

A **Defect** is any Part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the Party or his Representative 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.
- i. Agreement.
 - ii. Letter of Acceptance, notice to proceed with the Works.
 - iii. Contractor's Tender.
 - iv. Contract Data.
 - v. Conditions of Contract.
 - vi. Specifications.
 - vii. Drawings.
 - viii. Financial Bid.
 - ix. Minutes of Meeting of Pre Tender Meeting and
 - x. Any other Documents listed in the Contract Data as forming Part of the Contract.

3. Law Governing Contract

- 3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's Decisions

- 4.1 Except where otherwise specifically stated, the Employer will decide Contractual Matters between the Employer and the Contractor.

5. Delegation

- 5.1 The Employer may delegate any of his Duties and Responsibilities to other people after notifying the Contractor and may cancel any Delegation after notifying the Contractor.

6. Communications

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

7. Subcontracting

The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

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 the Employer from time to time during the Execution of the Work. The Technical Staff so employed shall be available at Site as may be stipulated by the Employer.
- 9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's Staff or his Work Force stating the Reasons, the Contractor shall ensure that the Person leaves the Site within Seven Days and has no further Connection with the work in the Contract.

10. Employer's and Contractor's Risks

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

11. Employer's Risks

- 11.1 The Employer is responsible for the Excepted Risks, which are
- a. 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. Deleted; 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
 - Prevent Loss or Damage to Physical Property from occurring by taking Appropriate Measures or
 - Insure against such Loss or Damage.

12. Contractor's Risks

- 12.1 All Risks of Loss 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.
- 12.2 A Cause due solely to the Contractor's Design.

13. Insurance

- 13.1 The Contractor shall prior to commence 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 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 Insurances 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 Payment is 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 Report

- 14.1 The Bidders, in preparing the Tender, shall rely on any site investigation reports referred to in the contract data, supplemented by any information available to the Bidder.

15. Queries about 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 Specifications 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 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 Specifications and Drawings showing the proposed Permanent and Temporary Works 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 Permanent and Temporary Works.
- 18.3 The Employer's approval shall not alter the Contractor's Responsibility for Design of the Permanent and Temporary Works.
- 18.4 The Contractor shall obtain Approval of Third Parties for the Design of the Permanent and Temporary Works where required.
- 18.5 All Drawings prepared by the Contractor for the Execution of the Permanent or Temporary 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

Refer Special Conditions of Contract.

22. Access to the Site

- 22.1 The Contractor shall allow the Employer and any Person authorized by the Employer Access to the Site, to any Place where Work in connection with the Contract is being carried out or is intended to be carried out and to any Place where Materials or Plant are being manufactured / fabricated / assembled for the Works.

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 – Deleted (Arbitration Clause is deleted in this tender, tenderer shall read arbitration clause as deleted anywhere mentioned in this tender document.

- 24.1 If the Contractor is not satisfied with the Decision taken by the Employer, the Dispute shall be referred by either

Party to Arbitration within 30 days of the notification of the Employer's Decision – **This clause is deleted.**

24.2 If neither Party refers the Dispute to Arbitration within the above ... days, the Employer's Decision will be final and binding - **This clause is deleted.**

24.3 The Arbitration shall be conducted in accordance with the Arbitration Procedure stated in the Special Conditions of Contract- **This clause is deleted.**

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 Detailed 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 Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs, 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 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 Employer shall check the Contractor's Work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's Responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any Work that the Employer considers may have a Defect.

30. 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

31.1 The Employer shall give Notice to the Contractor of any Defects before the End of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time Notice of a Defect is given, the Contractor shall correct the Notified Defect within the Length of Time specified by the Employer's Notice.

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.

D. Cost Control

33. Bill of Quantities

33.1 The BOQ shall contain Items for the Construction, Installation, Testing and Commissioning Work to be done by the Contractor - **This clause is deleted** . Tender is invited on EPC mode and Tendered shall work out his cost based on drawings and details provided.

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 - **This clause is deleted**.

34. Variations

34.1 The Tenderer shall submit his Offer, which shall comply fully with the Basic Requirements of the Tender Documents as indicated in Drawings, Specifications, Terms and Conditions of the Tender.

35. Payment for Variations - This clause is modified in special condition of contract clauses applicable.

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. (Data rate approved by competent authority)

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

Refer Special Conditions of Contract.

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. Milestone basis payments. The Contractor shall be liable to pay Liquidated Damages for Shortfall in Progress. For Progress beyond the Agreed Programme, **Payment is subject to Availability of the Grants. Refer 3.3 (b) Part (b) Bills not less than Rs. 12.50 Crores shall not be considered for processing the bill.**

37.2 Items of the Works for which no Rate or Price has been entered in, will not be paid for by the Employer and shall be deemed covered by other Rates and Prices in the Contract.

38. Compensation Events

Refer Special Conditions of Contract.

39. Tax

- 39.1 The Rates quoted by the Contractor shall be **excluding 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. The Rate shall also include the Cost of all Labours, Materials, Plant, Machinery, Equipment's, Carriage and other Inputs involved in the Execution and Completion of the Work. **GST of 18% or as applicable at the time of payment shall be paid to the tendered amount separately.**

40. Price Adjustment

- 40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.
- (a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
- (b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended).
- (c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
- (d) Following expressions and meanings are assigned to the work done during the quarter:
- R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.
- 40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

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 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 Intended Completion Date is extended after Liquidated Damages have been paid, the Employer shall correct any Overpayment of Liquidated Damages by the Contractor by adjusting the Next Payment of Bill.

42. Advance Payments
Refer Clause No. 59 of Special Conditions of Contract.

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 acceptable to the Employer. The Security Deposit shall be valid until a date 30 days from the Date of Expiry of Defects Liability Period of 24 months plus Claim Period of 6 months and the Additional Security for Unbalanced Tenders shall be valid until a date 30 days from the Date of Issue of the Certificate of Completion.

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.

46. Taking over

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

47. Final Account

47.1 The Contractor shall supply to the Employer a Detailed Account of the Total Amount that the Contractor considers Payable under the Contract before the End of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any Final Payment that is due to the Contractor within 90 days of receiving the Contractor's Account if it is Correct and Complete. If it is not, the Employer shall issue within 90 days a Schedule that states the Scope of the Corrections or Additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the Amount Payable to the Contractor and make Payment within 60 days of receiving the Contractor's Revised Account.

48. As Built Drawings

48.1 If "As Built" Drawings 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 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 Contractor becomes Bankrupt or goes into Liquidation other than for a Reconstruction or Amalgamation.
- c. The Employer gives Notice that Failure to correct a Particular Defect is a Fundamental Breach of Contract and the Contractor fails to correct it within a Reasonable Period of Time determined by the Employer.
- d. The Contractor does not maintain a Security which is required.
- e. The Contractor has delayed the Completion of Works by the Number of Days for which the Maximum Amount of Liquidated Damages can be paid as defined in the Contract data; and
- f. If the Contractor, in the judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in 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 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 upto 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 upto 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 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

E. Special Conditions of Contract

The following Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and Instructions to Tenderers as an Extension and not in Limitation of the Obligations of the Contract. In case of Discrepancy between these Special Conditions of Contract and the General Conditions of Contract, the decision of the Employer shall be final and binding on the contractor.

1. The Eligible Tenderer shall submit his Tender for the Work on Turnkey Basis based on his own Design. In this connection, **Section 6** on the "Scope of Work" may be referred.
2. Work shall not be sublet.
3. The Contractor is not to vary or deviate from the Drawings, Specifications, Stipulation, Conditions of Contract or Instructions to execute any work of any kind whatsoever unless so authorized by the Employer in writing.
4. **Setting out**
The Contractor is to set out the whole of the Work in conjunction with an Officer to be deputed by the Employer and during the Progress of the Works to amend on the requisition of the Employer any errors, which may arise therein and provide all the necessary Labour, Materials and Equipments for doing so. The Contractor is to provide all Tools, Plant, Machinery, Labour, and Materials, which may be necessary and required for the Work. All Materials and Workmanship shall conform to the Relevant Specifications mentioned in the Tender Documents.
5. **Labour**
The Contractor shall 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.

6. Compliance with Labour Regulations

During Continuance of the Contract, the Contractor 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 in no case shall be treated as the Employees of the Employer at any point of time.

7. 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 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.

8. Taxes and Duties (TENDER IS CALLED FOR AMOUNT EXCLUDING GST)

The Lump Sum (L.S.) Amount for which the Tender is approved shall be excluding GST, all Expenses for the proper and entire Completion of the Work and shall be inclusive of all Taxes, Duties and Levies including Sales Tax, Municipal Taxes, Local Taxes, Octroi, all Royalties, Patent Rights, other Incidental Charges, etc. The Tenderer may consider Taxes, Duties, Royalties, etc. for the Purpose of Tendering prevailing one month earlier to the Date of Submission of the Tender. Subsequent Changes affected either by Government of Karnataka or Government of India, the Employer may consider Reimbursement of such Increase in the Taxes, Duties, Royalties, etc. upon proper Certification from Appropriate Tax Authorities. Any Reduction in Taxes, Levies, Royalties, etc. either by Government of Karnataka or Government of India, the Tenderer shall reimburse difference in such reduction to the Employer.

9. Site Visit

The Tenderer shall, prior to submitting the Tender for the work, examine the Drawings, Conditions of Contract and Specifications of Work. He shall visit the Site and ascertain and satisfy himself regarding Actual Climate and Physical Conditions of the Site, Nature, Extent and Practicability of Work, Means of Communication and Access to Site, Availability of Materials, the Extent of Leads and Lifts involved in the Work over the entire Duration of the Contract including Local Conditions, Probable Site for Labour Camps, Stores, Godowns, Casting Yard, Traffic Diversion, etc. The Tenderer's Offer shall take into Consideration all such Factors. The tenderer must obtain clarification on the scope of work referred to in the tender and the availability of railway and defense land with the concerned engineers, and obtain a certification for visiting the site and understanding the nature of the work and same should be uploaded in the e-procurement. The Tenderer shall obtain all necessary Information and other Circumstances, which may affect or influence his Tender. No Extra Charges consequent of any Misunderstanding or otherwise shall be allowable. The expression '**Site**' as stated above shall include the Construction Site of the

Elevated Rotary /RoB and its approaches including all Components described in the Scope of Work.

10. **Arbitration (Clause 24) - This clause is deleted as per the Government Circular Order No. LAE-LAC/198/2024 dated: 16.11.2024.**

10.1. The Procedure for Arbitration shall be as follows.

- a. In case of Dispute or Difference arising between the Employer and the Contractor relating to any Matter arising out of or connected with this Agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The Disputes or Differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by Agreement between the Parties; failing such Agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in **Annexure A**).
 - c. Arbitration Proceedings shall be held at Khanija Bhavan Bangalore, Karnataka, India.
 - c. The Cost and Expenses of Arbitration Proceedings will be paid as determined by the Arbitrator. However, the Expenses incurred by each Party in connection with the Preparation, Presentation, etc. shall be borne by each Party itself.
 - d. Performance under the Contract shall continue during the Arbitration Proceedings and Payments due to the Contractor by the Employer shall not be withheld, unless they are the Subject Matter of the Arbitration Proceedings.
11. Type of the Foundation shall be of suitable type (Pile Foundation / Open Foundation). However, there may be Instances where Pile Foundation is not Feasible (e.g. due to Presence of Rock at Shallow Depth or, Presence of a Utility), in which case he may be asked to redesign that Foundation as an Open Foundation.
In case of Failure of any Pile in the Routine Load Test, the Additional Cost on account of Remedial Measures including the Consultant's Fee for suggesting Remedial Measures shall be borne by the Contractor and no claim shall be entertained on this account.
12. The Tender Documents loaded in the KPP Portal, Tender Terms arrived at during Process of Clarifications together with the Letter of Acceptance thereof, shall constitute a Binding Contract between the Successful Tenderer and the Employer and shall form the Foundation of the Rights and Obligation of both the Parties.
12. The Several Documents forming the Contract are to be taken as mutually explanatory of one another, Detailed Drawings being followed in preference to Small Scale Drawings and Figured Dimensions in preference to the Measured Ones. Special Conditions shall be followed in preference to General Conditions / Clauses of the Contract. Particular Specifications shall be followed in preference to General Specifications applicable to the Contract.
14. In case of Discrepancy / Inconsistency between the Description in the Scope of Works, Specifications, Nomenclature of Items and / or the Drawings, Conditions of Contract, Pre-Qualification Document 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.
15. The Right to carry out the Work either in Conformity with or in a Manner entirely different from the Terms of this Tender Document that may be considered most suitable before or subsequent to the Receipt of Tenders due to Exigencies of Work is reserved with the Employer.
16. 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.
17. **Possession of the Site (Clause 21)**
The Employer shall give the possession of the Site to the Contractor within the 90 days from the date of Commencement. If possession of a Part is not given within 90 Days from the commencement date then the

Employer will assess the Probable Delay that may arise due to non-availability of that particular part of Site to the Contractor. In case Possession not given within 180 days from commencement date, the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

18. Submission of Bills for Payment (Clause 36)

- 18.1 The Intermediate Billing Schedule shall be decided and mutually agreed upon by the successful Tenderer and the Employer on the basis of the Priced Bill of Quantities to be submitted by the successful Tenderer and shall be in accordance with **Annexure B** within Reasonable Alteration. Intermediate Payments shall be made on the Basis of Work assessed by the Employer which will be made on the basis of Quantum of total Work involved as per Intermediate Billing Schedule and Quantum of Work actually executed at a particular Point of Time (within that stage) for such items. The Decision of the Employer shall be final and binding for this Purpose.
- 18.2 The Contractor shall submit to the Employer Running Bills based on the Value of the Work completed as per the Percentage of Breakup of Lump Sum Cost less the Cumulative Amount Paid previously amounting not less than as shown in the payment schedule in Annexure B.
- 18.3 The Employer shall check the Contractor's Bill and determine the Value of the Work executed which shall comprise of Value of the Bill of Quantities based on the Percentage of Breakup of Lump Sum Cost Completed.
- 18.4 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.
- 18.5 It shall be accepted as a Condition of the Contract that the Payment of the Final Bill of the Contractor, less the Withheld Amount and his Acceptance thereof shall constitute a Full and Absolute Release of the Employer from all further Claims by the Contractor under the Contract.
- 18.6 All Bills shall be prepared by the Contractor for submission, in the Prescribed Format or Typed Forms viz. Form 33A and 33B of PWD, which have to be procured by the Contractor and got approved by the Employer before presenting the same.

19. Compensation Events (Clause 38)

- 19.1 The following are the Compensation Events for Time Extension only unless they are caused by the Contractor. In any case, these Compensation Events shall not entitle the Contractor to claim financially whatsoever.
- a. The Employer does not give Access to a Part of the Site as per the mutually agreed Construction Schedule between the Employer and the Contractor.
 - b. The Employer orders a Delay or does not approve Drawings, Specifications or Instructions Required for Execution of Works on time.
 - d. The Employer instructs the Contractor to uncover or to carry out Additional Tests upon work which is then found to have no Defects.
 - c. 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.
 - d. The Employer unreasonably delays issuing a Certificate of Completion / Scheduled Payment.
 - g. Other Compensation Events listed in the Contract Data or mentioned in the Contract.

- 19.2 If a Compensation Event would prevent the Work being completed before the Intended Completion Date, the Intended Completion Date may be extended. The Employer shall decide whether and by how much the Intended Completion Date shall be extended.
- 19.3 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.
20. Time is the Essence of the Contract and it shall be clearly understood that the Contractor is bound to complete the Work in every respect within the Intended Completion Period as stated in the Contract Data.
21. Within ten days from the Date of Signing the Agreement, the Contractor shall submit to the Employer for his Approval, a Time and Progress Chart in direct relation to the Intended Completion Period stated in the Contract Data for Completion of the Items or Groups of Items of Work and for the Contract as a whole. It shall indicate the Procedure and Method in which the Work is proposed to be carried out, the Forecast of the Dates of Commencement and Completion of Various Grades or Sections and the Arrangements regarding Constructional Plant and Temporary Works, which the Contractor intends to make. The Programme of Work may be amended as and when necessary by agreement between the Employer and the Contractor within the Limitations of Time imposed by the Contract Documents.
 - a. The Total Work to be executed shall be divided into seven to ten Milestones on mutually agreed Schedule between the Employer and the Contractor. These Milestones shall be based on Financial Progress in concurrence with respective Physical Progress. Progress of Work will be reviewed monthly / at the end of each Milestone. In case the Progress achieved falls short by more than 25% of the Cumulative Programme, the Reasons for such Shortfall shall be examined and a Record made thereof apportioning the Responsibilities for the Delay between the Contractor and the Employer. This Record shall be signed in full and dated by both the Employer and the Contractor.
 - b. In respect of the Shortfall in Progress (reviewed monthly / at the end of the each Milestone), assessed as due to the Delay on the Part of the Contractor, the Contractor shall be Liable to pay as Penalty an Amount equal to **1%** of the Estimated Cost of the Balance Work assessed according to the Programme, for every day that the due Quantity of the Work remains incomplete provided always that the Total Amount of Penalty to be paid under the Provisions of this Clause shall not exceed **10%** of the Lump Sum Contract Value as quoted by the Contractor. In case the Contractor picks up the Progress and completes all Works as per Tender within the Intended Completion Period, the Entire Amount so recovered above will be returned back to the Contractor without any Interest. The Time of Completion is to be certified by the Committee formed for this Purpose by the Employer.
22. On the basis of Project Scheduling, the Contractors shall also supply Monthly Bar Chart for Completion of each Item of Work and other necessary Information for monitoring the Progress of the Work. The Contractor shall also supply suitably Updated Monthly Bar Charts, etc. incorporating inter alia the Decision taken during Site Inspections / Review Meetings.
23. The Approval of the above Programme by the Employer shall not absolve or relieve the Contractor of any of his Responsibilities to complete the whole of the Works by the Intended Completion period or Extended Completion Period, if any.
24. **Progress of Work**
The Contractor shall give the Employer on the 4th Day of each Month a Progress Report of the Work done during the Previous Month.

The Progress of Work will be reviewed periodically by the Employer with the Contractor and Shortfalls, if any sorted out, the Contractor shall thereupon take such Action as may be necessary to bring back his Work to Schedule

without any Additional Cost to the Employer by employing Overtime Operations, increasing the Number of Shifts, Capacity of the Equipment or otherwise as directed by the Employer and nothing shall be paid extra.

25. Drawings to be kept at Site

The Required Sets of the Drawings as approved by the Employer shall be kept by the Contractor at the Site and the same shall at all reasonable time be available for Inspection and Use by the Employer and his approved Representative and any other person authorized by the Employer in writing.

26. Inspection of Works

In addition to the Provisions of Relevant Clauses of the Contract, the Work shall also be open to Inspection by the Employer and his approved Representative. The Contractor shall at all times during the Usual Working Hours and at all times at which Reasonable Notices of the Intention of the Employer or his approved Representative as stated above to visit the Works shall have been given to the Contractor, either himself be present to receive the Orders and Instructions or have a responsible Site Engineer duly accredited in writing, to be present for that Purpose.

27. Foreign Exchange

It shall be clearly understood that no Foreign Exchange shall be made available for the Purpose of Equipment, Plants, Machinery or Materials of any kind or any other Items / Purposes required to be carried out in Execution of the Work. It shall be clearly understood that no Foreign Exchange required for importing Equipments, Materials for Tools, Plants and Machinery, etc. that may be required in carrying out the Work, even from the Rupee Payment Country will be made available.

28. Night Work

For Completing the Work well within the Intended Completion Period, the Contractor might be required to work in two or more Shifts (including Night Work) and no Claim whatsoever shall be entertained on this account, notwithstanding, the Fact that the Contractor will have to pay to the Labours and other Staff engaged directly or indirectly on the Work according to the Provisions of the Labour Regulations and the Agreement entered into and for Extra Amounts towards any other Reason. None of the Permanent Works shall be carried out during Night or on Authorized Public Holidays without the permission in writing of the Employer except when Work is unavoidable or absolutely necessary for the Safety of Life, Property or Work in which case the Contractor shall immediately advise the Employer accordingly, provided that the Provisions of this Condition shall not be Applicable in the case of any Work which is customary to carry out by Rotation or in Double Shift.

29. Existing Services

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.

30. No Work shall be covered or put out of View without the Approval of the Employer or his approved Representative and the Contractor shall afford Full Opportunity for Examination of such Services before these are permanently installed or extended thereof as per Site Requirement.

31. No Accommodation is available at the Site of Work for Office, Residence, Labour, Store, etc. and the Contractor has to make his own Arrangement and no Claim whatsoever on this account shall be entertained.

32. 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.

33. 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 paid.

34. The Contractor shall make his own arrangement at his own Cost for the Provision of Telephone Facilities at the Site of Works or at any other place.
35. The Electric and Water Connections to be obtained for use of the Work under the Contract are subject to the following Conditions.
 - a. The Contractor shall make his own arrangement for Electricity and Water Supply. However, the Employer will assist the Contractor to get Power from the concerned Department at the Contractor's Cost.
 - b. The Employer shall in no way be Responsible for any Delay in getting the Electric Connection and Water and no Claim on this account whatsoever, shall be entertained. It shall be clearly understood that the Contractor has to make his own Arrangement for Generators for use before the Electric Connection is made available and also to be used as a Standby Arrangement in case of Power Failure, etc. or in the case of Disconnection of Electric Supply by the concerned Department for any reason.
36. No Payment will be made to the Contractor for Damage caused by Unprecedented Rains, or other Natural Calamities or Accidents or Acts of God, during the Execution of the Works and no such Claim on this account will be entertained in this regard the Government/employer decision is the final.
37. The employer's is also responsible for the risks for act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the site) (GCC Clause 11)
38. The Contractor is held Responsible for and to make good all Injuries, Damages and Repairs, rendered necessary by Fire, Rain, Traffic, Floods or other Causes. The Employer shall not be held Responsible for any Claims for Injuries to Personal Workmen or for Structural Damage to Property happening from any Neglect, Default, Want of Proper Care or Misconduct on the Part of the Contractor or of any other of his authorized Representatives in his Employment during the Execution of the Work. The Compensation, if any, shall be paid directly to the Department / Authority / Persons concerned by the Contractor at his own Cost.
39. The Contractor will take all Necessary Measures for the Safety of Traffic and 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.

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.

Barricading and Safety Requirements are very Important Aspects at this Portion of the Road. 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.

In addition to other Actions being taken for such Breach of Contract, the Contractor shall be liable to pay compensation @ Rs.100/- per Sqm of Area left UN barricaded.

The Employer shall give Notice to the Contractor for such Barricade and the Contractor shall comply with the same within one day of such Notice failing which he shall be liable to pay the above Compensation and Actions for the said Breach of Contract. The Decision of the Employer in respect of the above shall be final and binding.

The Contractor shall use every Reasonable Means to prevent any of Roads, Bridges communicating with or on the Routes to the Site from being damaged by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes and Vehicles to avoid such Unnecessary Damages.

40. All arrangements such as signage, barricading, safety, etc. for traffic diversion during construction (within the Battery Limits) shall be considered as Incidental to the Work and Contractor's Responsibility. The Contractor shall obtain Necessary Approval of the Diversion Plans from the concerned Authorities. If necessary, the tenderer shall carry out the necessary work of widening the carriageway width sufficient for traffic as acceptable to the authorities; the widening portion shall be treated as additional scope and shall be dealt with under the variation clause.

41. **Safety of Workers**

In respect of all Labour directly or indirectly employed in the Work for the Performance of the Contractor's Part of this Agreement, the Contractor shall at his own Expense arrange for the Safety Provisions as per Indian Standard Safety Codes (Latest Edition) shown below and shall at his own Expense provide all Facilities in connection there with. In case, the Contractor fails to make Arrangement and provide Necessary Facilities as aforesaid, he shall be liable to pay **Rs. 10000/-** per Day for each day of Delay from the Date of Notice issued to the Contractor in this regard and in addition the Employer shall be at liberty to make Arrangement and provide Facilities as aforesaid and recover the Cost incurred on that behalf from the Contractor, and no Claims whatsoever shall be entertained.

- I. IS: 3696 (Part I) : Safety Code for Scaffolds and Ladders
- II. IS: 3696 (Part II) : Safety Code for Scaffolds and Ladders, Part II Ladders
- III. IS: 3764 : Safety Code for Excavation Work
- IV. IS 4081 : Safety Code for Blasting and Drilling Operations
- V. IS: 4138 : Safety Code for Working in Compressed Air
- VI. IS: 5121 : Safety Code for Piling and other Deep Foundations
- VII. IS: 5916 : Safety Code for Construction involving Use of Hot Bituminous Materials
- VIII. IS: 7293 : Safety Code for Working with Construction Machinery
- IX. IS: 7969 : Safety Code for Storage and Handling of Building Materials
- X. Any other Code and / or as per Directions of the Employer.

42. The Employer shall have full powers to send Workmen and employ on the Premises to execute Fittings and other Work not included in the Contract. For whole Operations, the Contractor is to afford every Reasonable Facility during Ordinary Working Hours provided that such Operations shall be carried on in such a manner so that not to impede the Progress of the Work included in this Contract in the opinion of the Employer.
43. The Contractor shall conduct his Work so that not to interfere with or hinder the Progress or Completion of the Work being performed by other Contractors, Piece Workers or by the Employer and shall as far as possible arrange his Work and shall place and dispose the Operations of the other Contractors, Piece Workers, or of the Employer. The Contractor shall arrange his Work with that of the others in an Acceptable Manner and shall perform it in Proper Sequence to the complete Satisfaction of the Employer at the Contractor's own Cost.
44. The Contractor shall assume all Liabilities, Financial or otherwise in connection with his Contract and shall protect and save the Employer from any and all Damages and Claims that may arise because of the Presence and Operations of others working on or near the Site. The Contractor shall assume all Responsibilities for all Work not completed or accepted because of the Presence and Operations of other Contractors or Piece Workers or of the Employer.
45. At the time of Construction, the Contractor shall embed all Electrical / other Fixtures like Base Plates, Brackets, Conduits, etc. for Street Lighting, etc. as per the Directions of the Employer. Nothing Extra whatsoever will be payable on this account.
46. For execution of any Items of Work where Incidental Works such as Bailing out Water, Shoring, etc. are actually required but not specifically stated in the Tender, it is to be understood that the Lump Sum Amount quoted by the Contractor shall cover such Charges also and nothing Extra on account of such Incidental Charges, if any, shall be paid.

47. **No Waiving of Legal Rights and Powers**

The Employer shall not be precluded or stopped from taking any Measurements and Framing of Estimates or

- Detaining any Certificates made either before or after the Completion and Acceptance of the Work and Payment, from showing the True Amount and Character of the Works Performed and Materials furnished by the Contractor and from showing that any such Measurements, Estimates or Certificates Untrue or incorrectly made and that the Employer shall not be precluded or stopped from recovering from the Contractor and such Damages as it may be sustained by Reasons of his Failure to comply with the Terms and Conditions of the Contract. Neither the Acceptance by the Employer nor any Payment for Acceptance of the whole or any part of the Work nor any Extension of Time nor any Possession taken by the Employer shall operate as a Waiver of any Portion of the Contract or any Power herein reserved or of any Risk to Damage. A Waiver of any Breach of the Contract shall not be held to be a Waiver of any other or subsequent Breach.
48. The Contractor shall provide and bear all Expenses and Charges for Special or Temporary Service Roads required by him in Connections with Access to the Site at no Extra Charges and his Lump Sum Offer shall deem to include the same. He shall alter, adopt or maintain the same as required from time to time or as directed by the Employer. The Employer shall have Right of Way to this at all times and will not entitle the Contractor to claim Extra on this account.
49. The Tenderers shall also mention with their Tender Documents the Name of their Project Managers, Work Managers, and Graduate Engineers who shall be engaged in this Work.
50. The Tenderers may specify the Number and Category of each type of Skilled Personnel to be deputed by the Contractors. It may clearly be stated that whether such Skilled Persons are under the Employment of the Tenderers or are still to be appointed by them. The Number of Skilled and Unskilled Persons to be employed shall be in agreement with the Programme of Work submitted by the Tenderers and discussed elsewhere in the Tender Documents.
51. in addition to the clause 3.3 a in The Tenderers shall further specify the additional provisions of Plant and Machinery to be deployed by them for the Work on the safer side and smooth functioning of project (Proof of documents having making arrangements either own / lease / hire of following equipments shall be submitted in the portal).
- i. Source of Ready Mix Concrete (RMC) Suppliers and their rated Capacity in cum / hr.
 - ii. Loaders.
 - iii. Tippers with adequate Capacity to suit Site Conditions and Construction Schedule.
 - iv. Dumpers.
 - v. Trucks.
 - vi. Transit Mixers.
 - vii. Vibrators (Needle, Surface and Shutter).
 - viii. Compressors.
 - ix. Multistrand Pre Stressing Jacks.
 - x. Grouting Equipment and Accessories.
 - xi. Hydraulic Jacks (Capacity and Nos.).
 - xii. Concrete Pumps (expected total Capacity – 50 cum / hr. of 2 Nos.)
 - xiii. Hydraulic Rotary Rig of minimum 1000mm diameter.
 - xiv. Cranes (expected minimum 2 Nos. of 50T Capacity each).
 - xv. Excavators (expected total Capacity – 200 cum / hr., Capacity, Nos.).
 - xvi. Road Construction Machinery.
 - xvii. Generators.
 - xviii. Water Pumps – Number and their Capacity.

xix. Trailer Trucks and any other Equipment.

52. The Tenderers shall furnish a Construction Programme on month – to – month basis for the entire Period of Execution of the Work. The Construction Programme shall indicate specifically the Items such as Plant and Machinery, Shuttering and Staging, Materials mentioning Various Items like other Pre Stressing Materials, Sand, Grit and other Consumables.

After Award of the Contract the Contractor shall submit Cash Flow Chart on month – to – month basis for the entire Period of Execution of the Work. The Cash Flow Chart shall indicate specifically the Investments on Items such as Plant and Machinery, Shuttering and Staging, Materials mentioning Various Items like other Pre Stressing Materials, Sand, Grit and other Consumables. The Cash Flow shall indicate in Detail, the Inputs to be mobilized by the Contractor from his own Sources e.g. own Capital, Bank Loans, etc. and Resources to be supplemented by the Employer like Mobilization Advance and Interim Payments against the Work done by the Contractor such Details at monthly intervals for monitoring of the Project by the Employer.

53. The Contractor is expected to have a Workshop Facility available at Site for Fabrication / Additions and Alterations to the Shuttering, Pre Stressing Works and or other Allied Works. It may please be indicated that whether the Workshop Facilities shall be provided in house or is proposed to be subcontracted locally. In both the cases, the Tenderer is to give the Details and Number of Equipments to be installed in the Workshop for above mentioned Work.
54. The Employer shall deploy Third Party/Project Management Consultant (PMC) for Design Checking and Approval, Supervision, Quality Control, Progress Monitoring, etc. The Contractor shall abide by the Instructions / Suggestions given by the PMC for the successful completion of the Project.

55. Interference with Traffic and Adjoining Properties

- a. All Operations necessary for the Execution and Completion of the Works and the Remedying of any Defects therein shall, so far as Compliance with the Requirements of the Contract Permits, shall be carried out so that not to interfere unnecessarily or improperly with the following.
- i. The Convenience of the public, or
- ii. The Access to, Use and Occupation of Public or Private Roads and Footpaths or of Properties whether in the Possession of the Employer or of any other person.
- b. In case any Operation connected with the Traffic necessitates Diversion, Obstruction or Closure of any Road, Railway or any other Right of Way, the Approval of the Employer and the Concerned Authorities shall be obtained well in advance by the Contractor.

56. Avoidance of Damage to Roads

The Contractor shall use every Reasonable Means to prevent any of the Roads, Bridges communicating with or on the Routes to the Site from being damaged, injured by any Traffic of the Contractor or any of his Sub Contractors and in particular, shall select Routes, choose and use Vehicles and restrict and distribute Loads so that any such Extraordinary Traffic as will inevitably arise from the Moving of Materials, Plant, Contractor's Equipment or Temporary Works from and to the Site shall be limited, as far as reasonably possible, and so that no Unnecessary Damage or Injury may be occasioned to such Roads and Bridges.

57. Transport of Contractor's Equipment or Temporary Works

- a. The Contractor shall be Responsible for and shall pay the Cost of Strengthening any Bridges or altering or improving any Road communicating with or on the Routes to the Site to facilitate the Movement of Contractor's Equipment or Temporary Works and the Contractor shall indemnify and keep indemnified the Employer against all Claims for Damage to any such Road or Bridge caused by such movement, including such Claims as may be made directly against the Employer, and shall negotiate and pay such Claims arising solely out of

such Damage.

- b. If it is found necessary for the Contractor to move one or more Loads of Heavy Constructional Plant and Equipment, Materials or Precast Units or Parts of Units of Work over Roads, Highways, Bridges on which such Oversized and Overweight Items are not normally allowable to be moved, the Contractor shall obtain Prior Permission from the Concerned Authorities. Payments for complying with the Requirements, if any, for Protection of or Strengthening of the Roads, Highways or Bridges shall be made by the Contractor and such expenses shall be deemed to be included in his Contract Price.

58. Unpriced Bill of Quantities

- i. The Contractor shall furnish Unpriced Bill of Quantities along with the Technical Bid in order to ascertain the Scope of Work, to enable Technical Acceptability and to ensure Completion of Work within the Stipulated Time Schedule.
- ii. The Contractor shall carry out all the Items required for the Construction of Construction of ROB at Baiyappanahalli at LC No:136A, Bangalore including construction of Elevated Rotary fly over at IOC junction and construction of road integrating Banaswadi main road and Old madras road to facilitate connectivity to new M. Visvesvaraya terminal at Baiyappanahalli railway station and shall include all such Items in the Unpriced Bill of Quantities.
- iii. The Unpriced Bill of Quantities will be considered only for the General Assessment of the Tender and it shall not be deemed to contain all the Items necessary for the Successful Completion of Construction of ROB at Baiyappanahalli at LC No:136A, Bangalore including construction of Elevated Rotary fly over at IOC junction and construction of road integrating Banaswadi main road and Old madras road to facilitate connectivity to new M. Visvesvaraya terminal at Baiyappanahalli railway station. Non-submission of bill of quantities unprice shall not lead to disqualification and is only to make the bidder aware of the quantity of major items required for execution and select for site yard stock.
- iv. During Execution, Items other than indicated in the Unpriced Bill of Quantities, but required for Construction of ROB at Baiyappanahalli, Bangalore including construction of Rotary fly over at IOC junction and construction of road integrating Banaswadi main road and Old madras road to facilitate connectivity to new M. Visvesvaraya terminal at Baiyappanahalli railway station, and Allied Works shall be executed by the Contractor. The Employer's decision as to whether or not the Contractor is liable for any additional payment in this regard shall be final.

59. Advance Payments (Clause 42)

- i. The Employer shall make Payment to the Contractor of the Amounts stated in the Contract Data by the Date 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. The Advance payment Amount will be recovered by the Employer in five (5) equal Installments from the Running Account Bill of the Contractor. Interest will not be charged on the Advance Payment.
- ii. 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.

60. Personal Protective Equipment

The Contractor shall at all times keep and maintain an adequate supply of suitable Personal Protective Equipment, which shall be readily available for use at all times on the site and would include but not to be limited to the following Items.

- Safety Helmets.
- Hearing Protection.
- Respiratory Protection.

- Eye Protection.
- Protective Gloves.
- Safety Footwear.
- High Visibility Clothing conforming to BS EN 471 Class 3 Standards.

All Sites shall be designated as HARD HAT and SAFETY BOOTS SITES and as such an adequate supply of Safety Helmets and Safety Boots shall be kept available for use by all Staffs, Workers and Authorised Visitors to the Sites. The Contractor shall remove from the Site any worker who consistently refuses to wear the appropriate Personal Protective Equipment.

All Workmen at Site shall be provided with Safety Helmets and Yellow / Orange Jackets. Workmen required on Site during night hours shall be provided with Fluorescent Yellow Jackets with Reflective Lanes. Workers employed on mixing Asphaltic Materials, Cement, Lime Mortars, Concrete, etc. shall be provided with Protective Footwear, Protective Goggles. Those engaged in handling any Material, which is injurious to the eyes, shall be provided with Protective Goggles. Those engaged in Welding Works shall be provided with Welder's Protective Eye Shield. Stone Breakers shall be provided with Protective Goggles and Protective Clothing and seated at sufficiently safe intervals.

61. **First Aid**

The Contractor shall maintain, at every Work Place, in a readily accessible place First Aid Appliances including an adequate supply of Sterilised Dressings, Bandages, Sterilised Cotton Wool, Eye Irritation Sterile Solution, Disposable Gloves, Ointments for Burns / Cuts, Pressure Dressings, Paper Towels, General Purpose Medicines, etc. as prescribed in the Factory Rules of the State in which the Work is being carried out. The Appliances shall be kept in good order and in large work places. They shall be placed under the charge of the Safety Officer deputed by the Contractor for this Work and the Safety Officer shall be readily available during Working Hours. In each Site Office and Location one Person, suitably trained in First Aid, shall be available at all Working Hours for the purpose of attending to emergencies.

Outbreak of infectious disease: The contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the B-SMILE, Should cholera, plague, Covid-19 or other infectious disease break out, the contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the B-SMILE and the cost thereof recovered from the contractor.

62. **Fire Precautions**

The Contractor shall be responsible for supplying and maintaining adequate Fire Precaution Facilities on all the Work Sites. The following minimum Standards shall be adhered to.

- The Contractor shall ensure that specially trained personnel are available to deal with fires due to Electrical Causes, Gas Explosions, etc.
- A Good Standard of Housekeeping shall be maintained at all times on the Sites.
- No Accumulations of Rubbish shall be allowable to gather.
- Combustible Scrap and other Construction Debris shall be disposed off site on day – to – day basis. If Scrap is to be burnt on site, the burning site shall be specified and located at a distance no less than 50m from any Construction Work or any other Combustible Materials.
- Signage shall be erected at prominent positions showing the correct use of Portable First Aid Fire Extinguishers.
- Emergency Plans and Fire Evacuation Plans shall be prepared and issued. Mock Drills shall be held on a regular basis to ensure the Effectiveness of the Arrangements.

63. Fire Fighting Equipment

At various locations around the Site, clearly visible Fire Points shall be established for use in an Emergency and each Fire Point should have available as a minimum the following type of Equipment.

- Dry Powder Extinguisher.
- Water Type Extinguisher.
- Bucket of Sand.

Recharging of Fire Extinguishers and their Proper Maintenance should be ensured and as a minimum should meet Indian National Standards.

The Telephone Number of the Local Fire Brigade along with other Emergency Numbers (Hospital, Police Stations, Ambulance, etc.) shall be displayed near each telephone on Site. Supervisors and Workmen at the Site should be trained in the Use of Fire Fighting Equipment provided at the Site.

64. Storage of Flammable Liquid

All Flammable Liquids shall be kept in a Secure Fire Resistant Store protected from Electrical Sparks, Welding Sparks, Open Flames and Smoking.

Only such amounts of Flammable Liquids shall be issued as are required for immediate use.

Cans for carrying Flammable Liquids shall be leak proof and properly stoppered and clearly marked "Flammable Liquid".

Rags soaked in Paints, Kerosene and other Flammable Liquids shall be disposed of daily under supervision. Large quantities of such rags shall not be allowable to accumulate.

All Diesel Fuel Storage Tanks shall be banded around in order to control any Spillage or Leakage that may occur.

"No Smoking" Signs shall be prominently displayed at all areas where Flammable Materials are stored.

65. Release of Performance Security

95% of Performance Security shall be released after satisfactory completion of Project Defect Liability Period of 24 Months and the balance 5% shall be released only after satisfactory completion of Maintenance Period of further 24 Months after Defect Liability Period.

66. Price Adjustment (Clause 40)

When the time is extended for reasons attributable to the employer, the price adjustment beyond the contract period will be applicable as per State Government Order No. 791EXP-12/2015 Bangalore dated 26/12/2016.

67. Variation (Clause 34 & 35)

No variations shall be executed unless the authority has issued the variation order for the scope of work mentioned in section 6 under clause 2.8 and 2.17.10. Unless the Railway Authority approves the deviations for, any modification in the span length, foundation, substructure and superstructure will not be considered as a variation.

The K-Ride/South western railways approved the GAD for elevated rotary in the railway portion based on their requirement of span arrangement of 4 Nos, each 81.31m, 68.5m, 56.0m, and 48m to accommodate their proposed future development of sub urban railway lanes, according to railways basic requirements a plan has been prepared and indicated in tender drawings in view of the future development and railway's authority approved GAD in principle to proceed for detailed design.

It is clarified that if the design requires additional supporting structures in the rotary portion of railways apart from the four column main structure shown in the tender drawing and as approved by railways, shall be treated separately and the actual quantities for the additional supporting structures executed on site by the contractor shall be eligible to be claimed from foundation to soffit of trapezoidal box girder.

If variation quantities executed on order of authority, the payment will be paid at the rate derived from the schedule of rates (applicable for the area of the work and current at the time of award of variation order) plus or minus the overall percentage of the original tendered rates over the amount put to tender mentioned in the tender notification which is arrived based on the schedule of rates prevalent at the time of award of contract. Utility Shifting, Maintainace of Existing Road on which traffic to be diverted, any charges payable toward Railway Authority approval, Railway Blocks approval, any work directed by Railway department utility owning agency charges, or any other agency charges should be dealt as a additional scope and will be dealt under Variation.

68. The Authority will appoint a Third party Engineer on behalf of Authority engineer having as one of its primary functions the provision of consulting, advisory and supervisory services for this projects.

The appointment of third Party Engineers designated quality supervision Consultants would go a long way in assisting the Authority Officers to ensure adherence to quality standards in construction works and Interpretations of contract conditions.

The Third party quality Supervision consultant shall inspect the works periodically and submit the reports along with the prescribed checklists duly completed to the Authority for taking action.

Annexure A:

**LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY
FOR APPOINTMENT OF ARBITRATORS**

‘Arbitration clause is deleted’

Annexure-B: Intermediate Payments- Schedules clause - 18 of GC

SECTION 9: CONTRACT DATA

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

The following Documents are also part of the Contract.

Clause Reference of General Conditions of Contract

1.1 The Employer:
Address: **The Managing Director
Bengaluru Smart Infrastructure Limited (B-SMILE)
N. R. Square
Bangalore – 560 002.**

Name of Authorized Representative: **Superintending Engineer,
B-SMILE
1st Floor, Annexe-2 Building, N.R. Square,
Bengaluru – 560002, Email:
supeng.bsmile@gmail.com**

1.1 The Name and Identification Number of the Contract: “Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum , Turnkey with allowable Price Escalation basis.

The “**Scope of Work**” is annexed separately.

1.1 The Start Date shall be the **Date of Issue of Notice to Proceed with the Work.**

1.1 The project corridor is located about 13 km east of Bangalore Railway Station Bangalore city at Byapanahalli Main road straight. This junction operates Major link between Byappanahalli main roads to kammanahalli Main road through Indian Oil Depot and crossing the railway track at IOC Junction also connects Old Madras road (Indhiranagara) as well as Marathi sevanagar city. Old madras road is close to Byappanahalli Railway station and by construction of Elevated rotary flyover at IOC junction and Road Over Bridge at LC No:136A will connect NH-4 & NH-7 at Hebbal Junction, which leads to Kempegowda International Airport. The Project Corridor is defined in the **Key Plan.**

The Intended Completion Date for the whole of the Works is 24 Months with the following milestones [17, 26]

Milestone dates:

Physical works to be completed Period from the date of issue of Notice to proceed with the work in the following Table.

Milestones	Physical Work to be completed	Duration (Months)	Amount of Progress (Cr)	Percentage of Progress
Mile stone -1	Mobilization of Plant, Equipment, Site office. Labour Camp ,Studies / Investigations / Surveys Preparation/Finalization of GAD, dismantling of existing structures etc.,	2	12.96	4%
Mile stone-2	Drawings approval: Geotechnical Investigation,Preparation of drawing, Review, Modifications (if required) submissions and approval of GAD to railway department . Obtaining of approval to GAD from Railway Department, getting approval from B-SMILE to start the work,finalisation of traffic diversion, Demolition of existing ROB at IOC ,and marking of foundation etc.,	4	20.16	7%

Mile stone-3	Marking Foundation: Site clearance and Dismantling.Setting out of PUP, Elevated Rotary and Road Over Bridge at LC No 136A with approaches and Establishment of Bench Mark, Preparation & submission of structural design & detailed drawings for foundation of Pier/Abutment, getting proof checked by IIT/NITApproval of working Drawings and Designs.	1	17.99	6%
Mile stone-4	Foundation-Substructure : Precasting of PUP Segments, Construction of PUP, Foundation of Elevated Rotary and approach sections,Foundation of Road Over Bridge with approach section at LC No 136A: Substructure of Elevated Rotary and approach sections,substructure of Road Over Bridge with approach section at LC No 136A:	4	43.03	14%
Mile stone-5	Substructure Super structure : of obligatory and viaduct approaches to Rotary & ROB Flyover :	6	105.32	35%
Mile stone-6	Approaches to PUP with Rt wall and RCC steps, Approach of solid ramps for Elevated Rotary Flyover:Approach solid Ramp for Road Over Bridge at LC NO 136A:	2	33.58	11%
Mile stone-7	At grade Service Roads including Junction improvements: At all sides of Approaches to Elevated Rotary Flyover at Grade road :Towards Baiyappanahalli Railway station to Old Madras Road :	1	35.01	12%
Mile stone-8	Art Grade/elevated Battery limits, Finishing and Electrical works.:	2	19.02	6%
Mile stone-9	Over all Finishing on Completion & Maintenance:	2	16.99	6%
	Total Contract Period	24	304.06	100%

3. Insurance Requirements are as under.

	Type of Cover	Minimum cover for Insurance for 12 months
(i)	Works and of Plant and Materials	The Sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full Replacement Cost
(iii)	Loss or damage to property of Third Party	Full Replacement Cost
(iv)	Personal Injury or Death Insurance (a) for Third Party (b) for Contractor's Employees or Labour	Rs. 20.00 Lakh to cover 4 Persons @ Rs. 5.00 Lakh each. In accordance with the Statutory Requirements Applicable to Karnataka.

PRICE ADJUSTMENT CONDITIONS; Applicable as per Government Order No: 791 Exp-12/2015, Bangalore, dated 26.02.2016 [40]

R= Value of work as defined in Conditions of Contract.

Quarter for base price index for all the component means: Three consecutive calendar months preceding the calendar month of opening the Tenders

ADJUSTMENT FOR CEMENT COMPONENT

- (i) Price adjustment for increase or decrease in the cost of cement component procured by the contractor shall be paid in accordance with the following formula.

$$V_C = 0.85 \times P_C / 100 \times R \times (C_i - C_o) / C_o, \text{ Where,}$$

V_C = Increase or decrease in the cost of the work during the quarter under consideration due to changes in the rates for cement;

C_o = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi;

C_i = The all India average wholesale price index for cement (Ordinary Portland Cement) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi
 P_C = Percentage of cement component of the work

ADJUSTMENT FOR STEEL COMPONENT:

- (ii) Price adjustment for increase or decrease in the cost of steel procured by the contractor shall be paid in accordance with the following formula.

$$V_s = 0.85 \times P_s / 100 \times R \times (S_i - S_o) / S_o \text{ where,}$$

V_s = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel;

S_o = The all India average wholesale price index for steel (TMT) for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

S_i = The all India average wholesale price index for steel (TMT) for the quarter under consideration as published by the Office of Economic Advisor, Ministry of Commerce and Industry, New Delhi

P_s = Percentage of steel component of the work

Note: For the application of this clause, index of TMT has been chosen to represent steel group.

ADJUSTMENT OF BITUMEN COMPONENT:

- (iii) Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V_B = 0.85 \times P_B / 100 \times R \times (B_i - B_o) / B_o, \text{ Where}$$

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at nearest location of site on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot nearest location of site for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

ADJUSTMENT FOR LABOUR COMPONENT:

- (iv) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$$V_L = 0.85 \times P_L / 100 \times R \times (L_i - L_o) / L_o \text{ Where,}$$

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index for industrial workers for Bengaluru Centre for the quarter means Three consecutive calendar months preceding the calendar month of opening the Tenders as

published by the Labour Bureau, Ministry of Labour, Government of India;
 L_i = The average consumer price index for industrial workers for Bengaluru Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India
 P_L = Percentage of labour component of the work

ADJUSTMENT OF FUEL AND LUBRICANT COMPONENT:

- (v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F / 100 \times R \times (F_i - F_o) / F_o, \text{ Where,}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump nearest to site on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at IOC at nearest to site for the 15th day of the middle calendar month of the quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this Clause the price of HSD has been chosen to represent the Fuel and Lubricant Group.

ADJUSTMENT FOR PLANT AND MACHINERY SPARES COMPONENT:

- (vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$V_P = 0.85 \times P_P / 100 \times R \times (P_i - P_o) / P_o, \text{ Where}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_P = Percentage of Plant and Machinery Spares component of the work.

Note: For the application of this Clause index of Heavy Machinery and Parts has been chosen to represent the Plant and Machinery Spares Group.

ADJUSTMENT FOR OTHER MATERIALS.:

- (vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants, procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_M / 100 \times R \times (M_i - M_o) / M_o, \text{ Where}$$

V_M = Increase or decrease in the cost of work during the quarter under consideration due to changes

in the rates for local materials other than cement, steel, bitumen and Fuel and Lubricants.
 M_o = The all India average wholesale price index for all commodities for the quarter means three consecutive calendar months preceding the calendar month of opening the Tenders as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

M_i = The all India average wholesale price index for all commodities for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_M = Percentage of other material component (Other than cement, steel, bitumen and Fuel and Lubricants) of the work.

Note: *For application of this clause, index of all commodities has been chosen to represent the Other materials.*

The following percentages will govern the price adjustment for the entire contract

1. Labour – P_L	15%
2. Cement – P_C	15%
3. Steel – P_S	20 %
4. Bitumen – P_B	2 %
5. Fuel and Lubricants – P_F	10 %
6. Plant and Machinery Spares – P_p	15%
7. Other materials – P_M	<u>23%</u>
TOTAL	100 %

**Any discount in procurement of Bitumen, Fuel and Lubricant shall be to Client's account. Contractor shall have to submit copy of Invoices towards procurement of both Fuel & Lubricant duly signed by Engineer – In charge of Site and Client 9.0 Schedule of Personnel to be deployed as below.

Sl. No	Position	Qualifications	Number of personnel
1	Project Manager	B.E. Civil + 15 Years minimum Construction experience (including 5 years as Project Manager on bridge works)	One
2	Dy Project Manager, Cum Bridge design engineer / Structural Engineers	BE (Civil) + 10 Years of which minimum 5 years' experience in design desirably Post graduate in Structural Engineering, (Min. 5 years in major Bridge Construction / Development Project.)	One
3	Bridge/Structural Engineer	BE Civil Desirably Masters in Bridge Engineer Min. 5years experience	Two
4	Geotechnical Engineer	BE Civil + 3 Years minimum experience Geotechnical /Foundation engineer	One
5	Highway Engineer	BE Civil + 2 Years minimum experience in Road construction	One
6	Plant & Equipment Engineer	B.E. (Mech.) + 5 Years minimum experience OR Diploma, Mech. + 10 years minimum experience in erection and commissioning of Pumps, Plant & Mechanical equipment's	One

7	Construction Engineers	B.E. Civil + 5 Years minimum Construction experience (5 years on Road and Building construction)	Four
8	Material / Quality Control Engineer	B.E Civil + 10 Years minimum experience (including 5 years in Infrastructure works as Material / QC Engineer)	One
9	Planning Engineer	B.E Civil + 10 Years minimum experience in MS Project.	One
10	Chief Surveyor	Diploma in Civil with 12 Years minimum experience.	Two
11	Laboratory Technician	D.C.E. + 5 years minimum experience in Road , Building and bridge Construction in Q.C. Laboratory	Two
12	Electrical Engineer	B.E (Elec) 10 years minimum experience in similar nature of electrical works.	One
13	Auto CADD Draftsman	Diploma Civil + 5 years minimum experience	Two
14	Accountant	B. Com + 10 years minimum experience in Infrastructure Projects	Two
15	Store Keeper	Graduate in any discipline + 10 years minimum experience in Infrastructure Project.	Two

25. The Methodology and Program of Construction: **10 Days from the Date of Entering into Agreement.**
25. The Schedule of Key and Critical Equipment to be deployed on the Work as per Agreed Program of Construction: **10 Days from the Date of Entering into Agreement.**
- 17, 26 The Intended Completion Date for the whole of the Works:** 24 Months from the Start Date including Monsoon with the Milestones as detailed in Annexure.
31. The Defects Liability Period is **24 Months from the Date of the Physical Completion of the Work in all respects and on issuance of Completion Certificate by the Competent Authority.**
41. The Liquidated Damages for the whole of the Works is **0.1% of the Final Contract Price per day** for the whole Works.
41. The Maximum amount of Liquidated Damages will be calculated based on the delay towards the mile stones Attributable to the contractor @ 0.1% of the remaining milestones.

The liquidated damages for the whole of the works as per mail stone are mentioned in the below table.

Amount in Rs	Contract Value in Rs		3040602109	
Mail stone	No of Days Delay assumed	Penalty/ day Rs	Total Amount of Penalty	Max Penalty 10% of Contract Value
M-1	10	3040602	30406021	
M-2	10	3040602	30406021	

M-3	15	3040602	45609032	304060211
M-4	15	3040602	45609032	
M-5	10	3040602	30406021	
M-6	10	3040602	30406021	
M-7	10	3040602	30406021	
M-8	10	3040602	30406021	
M-9	10	3040602	30406021	

42. The Amounts of the Advance Payment are

Nature of Advance	Amount (Rs.)	Conditions to be fulfilled
1. Mobilization	5% of the Contract Price	On submission of Unconditional Bank Guarantee. (To be drawn by the Contractor before the end of 20% value of Contract).

(The Advance Payment will be paid to the Contractor not later than 30 days after fulfillment of the above Conditions).

42. **Repayment of Advance Payment for Mobilization**

The Advance Payment shall be repaid with Percentage Deductions from the Interim Payments certified by the Employer's site Representative under the Contract in five (5) equal Installments. Deductions shall commence in the next Interim Payment Certificate following that the total of all such Payments to the Contractor has reached not less than 15% of the Contract Price, always provided that the Loan shall be completely repaid prior to the Expiry of the Original Time for Completion pursuant to pertaining clauses.

48. The Date by which "As Built Drawings" (in scale **1:100**) in 6 Sets are required is **within 2-4 Weeks from the Date of Completion of Works.**

48. The Amount to be withheld for failing to supply "As Built Drawings" by the date required is **Rs. 1000000/- for every week Delay beyond the Stipulated Deadline.**

49.2 The following Events shall also be fundamental breach of the contract:

1. The Contractor has contravened Clause 9 of CC.

50.1 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%.**

SECTION 10: SPECIFICATIONS

For Specifications, all the Relevant Sections of MoRT&H [Specifications for Road and Bridge Works (Latest Editions)], all the Relevant IRCs and Special Publications (Latest Edition) shall be referred separately.

Also to note that Any discrepancy or or issues with IRC / IS Code references shall be brought to the notice of this office for necessary changes in design or finding out option for alternative design whichever is economical.

Specifications are uploaded in the KPP Portal.

SECTION 11: DRAWINGS

Drawings are uploaded in the KPP Portal.

SECTION 13: FINANCIAL BID

Financial Bid is uploaded in the KPP Portal.

Note:

1. Item for which no Rate or Price has been entered in will not be paid for by the Employer when executed and shall be deemed Covered by the other Rates and Prices in the Financial Bid (Refer ITT Clause 11.2 and CC Clause 37.2).
2. The Turnkey Price shall be quoted by the Tenderer in Indian Rupees.
3. Where there is a Discrepancy between the Price Quoted in Figures and Words, the lower of the two will govern [Refer ITT Clause 24.1(a)].

SECTION 12 : FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To: _____ [Name of Employer]
_____ [Address of Employer]

WHEREAS _____ [Name and Address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and Brief Description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized Bank for the sum specified therein as Security for compliance with his Obligations in Accordance with the Contract.

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of Rs. _____ [Amount of Guarantee]² Rupees _____ [in words] and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee]³ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Works to be performed there under or of any of the Contract Documents which may be made between you and the Contractor shall in any way release us from any Liability under this Guarantee, and we hereby waive Notice of any such Change, Addition or Modification.

This Guarantee shall be valid until 30 days from the Date of Expiry of the Maintenance Period of 24 months from the date of completion of contract work.

Signature and Seal of the Guarantor:

Name of Bank:

Address:

Date:

² An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

³ An Amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract.

GENERAL NOTES

1. The Financial Bid is to be read, for the purpose of pricing, in continuation with the Instructions to Tenderers, Conditions of Contract, Scope of Work, Design Criteria, Specifications, Drawings and all other Component Parts of the Tender Document.
2. The Contractor shall quote the Turnkey Offer for Investigation, Planning, Designing, Construction, Testing and Commissioning, etc. for **“Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum , Turnkey with allowable Price Escalation basis.**
3. quoted shall be for the entire Scope of Work with all General Risks, Liabilities and Obligations set forth or implied in the Document on which the Tender is to be based. Variation in Quantities due to Site Requirement does not entail a Contractor for any revision in the Quoted Offer.
4. The **Turnkey Offer** shall include Cost of all Materials (including Cost of Cement, Reinforcement Steel, Explosives, etc.), Plant, Labour, Equipment, Lighting, Conveyance, Tree Transplantation, Rainwater Harvesting , Providing and Maintaining Communication Facilities, etc., all Leads and Lifts for various Components of Elevated Rotary with Steel Box Girder apart from additional supports to ensure the stability of steel box girder, Pedestrian Underpass, Rail Over Bridge at LC 136A with composite I Girder , Ramps /Approaches with PSC I girder , Surface Level Roads including Regrading / Resurfacing / Widening of Surface Level Roads, Improvements to Carriageway, Drainage Facilities, Illumination, Footpath, Cross Drainage Works, Painting, Providing Over Head Gantry, Providing Traffic Signals and Signages, Road Marking, etc. under all Conditions of Site, Weather, etc. as specified in **Volume I**. The Amount offered shall be Final and no claim whatsoever on any account shall be entertained.
5. The **Turnkey Offer** shall be **Excluding GST** .

The Contractor shall quote his **Turnkey Offer** by taking into consideration the Minimum Cement Content specified in **Volume I** of this Tender Document. **(If RMC is used, necessary cost deduction shall be made in rate before the payment to contractor)**

The Contractor shall absorb the Cost in case of any necessity of Cement Content required to be adopted being above the Upper Limits specified. No Compensation will be paid on Account of Variation in the Quantity of Cement beyond the Range specified and also the Contractor will not be compensated for any Variation in Cement Content as a Result of Variation in Gradation of Fine and Coarse Aggregates.
6. **All Items shall be executed as per the Tenderer own design approved Designs and Drawings and shall comply with the Specifications, Conditions of Contract, Design Criteria of the Tender Document and Orders conveyed by the Employer or his Representative from time to time during the Course of Execution. If there are any Items in Contract Proposals, which is not specified in Volume I, shall comply with the Specifications specified in relevant IRC and BIS Codes, MoRT&H.**
7. The **Turnkey Offer** quoted shall include Clearance of Site both Prior to Commencement of Work and after its Completion.
8. The Contractor shall specifically note that the **Turnkey Offer** quoted shall be inclusive of all Dewatering and

-
- Desilting necessary for completing the Works. No Separate Payment shall be made towards Dewatering and Desilting.
9. Where there is a Discrepancy between the Price Quoted in Figures and Words, the Lower of the two will govern.
10. Disposing of all the Disused Materials shall be the Responsibility of the Contractor.
11. The **Turnkey Offer** quoted shall include all Safety and Precautionary Measures to be followed at Site during the Course of the Execution.

Form of Financial Bid

Description of the Works: **“Construction of Elevated Rotary Flyover at IOC Junction and Construction of additional 2 Lane ROB at Baiyyappanahalli Railway Level Crossing” on EPC mode - Lumpsum , Turnkey with allowable Price Escalation basis.**

To,

Superintending Engineer,

B-SMILE

1st Floor, Annexe-2 Building, N.R. Square,

Bengaluru – 560002, Email:

supeng.bsmile@gmail.com

Dear Sir,

We _____offer to construct and maintain during the Defects Liability Period and Maintenance Period the Works described above in accordance with the Terms and Conditions, Scope of Work, Conditions of Contract accompanying this Tender for the Turnkey Contract Price as indicated in **appended schedule**.

This Tender and your Written Acceptance of it shall constitute a Binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in Force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender Validity and Earnest Money Deposit required by the Tender Documents.

We attach herewith our Current Income Tax Clearance Certificate.

Yours faithfully

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

Schedule A

Sl. No.	Description of Work	Amount in Figures ¹	Amount in Letters ¹
1.	<p>Construction of Four Lanes Elevated Rotary at IOC railway junction with Steel Box Girder and approaches to all the four directional flow of traffic, including approaches (up to ITC Limited from Rotary for a length of 1.50 km) and Construction of Pedestrian Underpass complete as per concept drawings enclosed in Tender drawings.</p> <p>Construction of two lanes ROB in lieu of LC NO: 136A at KM 345/800-900 between Bengaluru cantonment and Byyapanahalli Railway stations with obligatory span of 2 x 35.0M clear composite Girder with both side approaches. Down ramp towards Byappanahalli station on LHS of existing ROB and other side approach towards Old Madras Road with up ramp to facilitate the flow of traffic in unidirectional as per concept drawings enclosed in Tender drawings.</p> <p>Construction of at grade Road from Battery limits of approaches to Elevated rotary from all the four side approaches, including improvements of Byyapanahalli railway station roads to Old madras road NH 7 Junction.</p>		

¹ To be filled in by the Tenderer, together with his Particulars and Date of Submission at the Bottom of the Form of Tender.

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