



DEPARTMENT OF HORTICULTURE
(Government of Karnataka)



INVITATION FOR TENDER

**“Construction of Cold Storage of Capacity 2000 MT at Arakeri Village,
Vijayapura Taluk & District – Karnataka”**

The Director of Horticulture
DEPARTMENT OF HORTICULTURE
Lalbagh, Bengaluru
Karnataka - 560 004
Mail-id: jdhveg@gmail.com

DEPARTMENT IOF HORTICULTURE

(Government of Karnataka)
Lalbagh, Bangalore, Karnataka-560004
E-mail: jdhveg@gmail.com

NO:DH/JDH/VEG/SADH/PHM/AHO-2/35/2023-24

Date:10-03-2024

INVITATION FOR PRE-QUALIFICATION

(Through Government of Karnataka e-procurement portal only)

Name of Project: “Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District – Karnataka”

- The Joint Director of Horticulture, Karnataka Horticulture Board, Karnataka invites tenders from eligible Contractors registered with CPWD / KPWD / Railways / MES or any State Government Organizations for **“Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District – Karnataka under NABARD RIDF 29”**
- The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (<https://kppp.karnataka.gov.in/>) from 10-03-2024
- The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.
- Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.
- **Tenders from Joint venture between Civil, Electrical and HVAC works is acceptable.** The Mechanical and electrical supplies can be of sub-contractor also and their credentials will be taken in to account in case of MOU made with the supplier in Rs 100 stamp paper having the eligibility as per general conditions. The Tenderer or the Mechanical supplier should not have incurred any loss in the last five financial years.
- Tenders must be accompanied by earnest money deposit 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 and shall have to be valid for 180 days beyond the validity of the tender.

Sl No	Name of Work	Est Cost (Rs. In Lakhs)	EMD Amount	Stipulated Period of Completion (in Months)
1	“Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District, Karnataka”	1011.77	EMD Rs. 1,00,000 (One Lakh) through E-payment.EMD Rs. 10,17,000.00 through Bank Guarantee. (Validity BG in days from last day of Bid submission: 135 days	

1. Bank Guarantee (BG): Security for an amount of Rs. 10,32,000.00 to be submitted as BG to the Department of Horticulture. The selected bidder shall deposit BG through RTGS/NEFT to the account. After successful completion of the project for the period of 2 years the BG amount without interest will be refunded to the bidder up on request. The defaulted/ barred / black listed bidders BG will be forfeited
Karnataka State Horticulture Development Agency (KSHDA),
Directorate of Horticulture,
Lalbagh, Bangalore, Karnataka-560004
Account No: 00000064037414538
Branch: Vidhana Soudha
IFSC: SBIN0040277, MICR: 560002419
2. The last date and time for uploading the proposal using the E-Procurement platform (proposal due date) is 10/03/2024
3. A Pre-tender meeting will be held on 21/03/2024. at 11.00 AM hours at the office of Joint Director of Horticulture, (Vegetable Section), Lalbagh, Bengaluru to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of ‘Instructions to Tenderers’ of the tender document

The Calendar of Events

Date of Publishing Tender Document on e- Portal	10.03.2024 at 3.00 pm
Last date of submission of tender through e-Procurement Portal of the Government of Karnataka (https://kppp.karnataka.gov.in/).	20.04.2024 at 5.30 pm
Date and time of opening of technical bids	22.04.2024 at 11.00 am
Date and time of opening of financial bids tentative	26.04.2024 at 11.00 am
Approximate Tender Cost	1011.77 lakhs
Amount of EMD	1.00 lakh
Date Place of pre bid meeting, opening of bids & address for communication	21/03/2024 at 11.00 am Joint Director of Horticulture (Vegetable Section), Lalbagh, Bengaluru Karnataka - 560 004 Email id: jdhveg@gmail.com
For e-Procurement information	https://kppp.karnataka.gov.in/

Essential Conditions

- a. Tender documents may be downloaded from Government of Karnataka e-Procurement website <https://kppp.karnataka.gov.in/> under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website <http://eproc.karnataka.gov.in> or contact e-Procurement Helpdesk at 080 – 22485867 / 22485927
- b. The Tender will remain valid for 180 Days from the Date of Opening of Tender.
- c. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table. Earnest Money Deposit will have to be in specified in the KW-6 Standard Tender document and shall have to be valid for 90 days beyond the validity of the tender (if EMD in the form of BG/FDR. Shall submit to this office for verification from bank before last date and time for receipt of tender).
- d. Any Corrigendum / Modification will be notified in the e-procurement portal only.

**The Joint Director of Horticulture
(Vegetables Section)
Lalbagh, Bengaluru**

DEPARTMENT OF HORTICULTURE

(Government of Karnataka)
Lalbagh, Bangalore, Karnataka-560004
E-mail: jdhveg@gmail.com

Prequalification with joint venture for the work of “**Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District – Karnataka under NABARD RIDF 29**”

PART I: ON ITEM RATE TENDER BASIS

- A. Construction of 2000 MT Capacity - Cold Storage
- B. Cold storage facility including insulated panel structure refrigeration and allied systems including Utility room, miscellaneous items, electrical installation,
- C. Basic infrastructure facilities - Security room, Sump, Compound wall, Roads, Storm water drain, basic electrical and plumbing, transformer, Generator etc.,

TENDER REFERENCE:

File No.: NO:DH/JDH/VEG/SADH/PHM/AHO-2/35/2023-24

Dated:10-03-2024.

Place of Opening of PQ Applications	:	Joint Director of Horticulture (Vegetable Section), Lalbagh, Bengaluru Karnataka - 560 004 Email id: jdhveg@gmail.com
Address for Communication	:	Joint Director of Horticulture (Vegetable Section), Lalbagh, Bengaluru Karnataka - 560 004 Email id: jdhveg@gmail.com

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ABBREVIATIONS AND ACRONYMS

BOQ	Bill of Quantities
GCOC	General Conditions of Contract
GITA	General Instructions to Applicants, in the SPD
IF	Information Forms
IFT	Invitation for Tenders
IFP	Invitation for Pre-qualification
ITB	Instructions to Tenderers
JV	Joint Venture
JVA	Joint Venture Agreement
PQ	Pre-qualification
PITA	Particular Instructions to Applicants, in the SPD
STD	Standard Tender Document
SPD	Standard Pre-qualification Document

GLOSSARY

Employer	One of the two parties to a works contract, the other party being the “Contractor.”
Contractor	The legal entity that is party to and performs a works contract, the other party to the contract being the “Employer.”
Joint venture	An ad hoc association of firms that pool their resources and skills to undertake a large or complex contract in the role of “Contractor,” with all firms (partners in the JV) being legally liable, jointly and severally, for the execution of the contract in the event of a partner’s withdrawal.
Management contractor	A firm, acting in the role of “Contractor,” that does not usually perform contract construction work directly, but manages the work of other (sub) contractors, while bearing full responsibility and risk for price, quality, and timely performance of the contract.
Construction Manager	A consultant, acting as agent of the Employer, engaged to coordinate and monitor the timing of preparation, tender award, and execution of a number of different contracts comprising a project, but does not take on the responsibility for price, quality, or performance of those contracts.
Nominated Subcontractor	A specialist enterprise selected and approved by the Employer to provide a pre-specified item in the BOQ, and nominated as subcontractor to the Contractor for such purpose.
Post-qualification	An assessment made by the Employer after the evaluation of tenders and immediately prior to award of contract, to ensure that the lowest-evaluated, responsive, eligible bidder is qualified to perform the contract in accordance with previously specified qualification requirements.
Pre-qualification	An assessment made by the Employer of the appropriate level of experience and capacity of firms expressing interest in undertaking a particular contract, before inviting them to tender.
Prime contractor	A firm that performs a substantial part of a contract construction work itself and the balance, if any, by subcontractors, while bearing full responsibility for the whole contract.

Provisional sum	A sum included provisionally in the BOQ of a contract, normally for a specialized part of the Works or for contingencies, which sum shall be used only on the instructions of the Employer for payments to the contractor and/or to nominated subcontractors.
Slice and Package	A procedure whereby a large homogeneous work is sliced into smaller similar contracts, which are bid simultaneously so as to attract the interest of both small and large firms; firms offer bids on individual contracts (slices) or on a group of similar contracts (packages), and award is made to the combination of bids offering the lowest cost to the Employer Slices comprising a number of similar construction units together in a small area are sometimes referred to as “lots,” which are bid concurrently with other similar “lots” as part of the larger “package.”
Turnover	The gross earnings of a firm (in this context, a construction contractor), defined as the billings for contract work in progress and/or completed, normally expressed on an annual basis, and excluding income from other sources
Works	The total work involvement in a construction contract, including the “Permanent” Works or finished product as specified, and the “Temporary” Works required by the Contractor for the execution of the contract.
Writing	For the purpose of this document, any authenticated handwritten, typed, or printed communication, including telex, cable, electronic mail, and facsimile transmission, with proof of receipt when requested by the sender.

1. INVITATION FOR PRE-QUALIFICATION

Name of Project: “Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District – Karnataka”

The Joint Director of Horticulture, Karnataka Horticulture Board, Karnataka invites tenders from eligible Contractors registered with CPWD / KPWD / Railways / MES or any State Government Organizations for **“Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District – Karnataka under NABARD RIDF 29”**

PART I: ON ITEM RATE TENDER BASIS

- A. Construction of 2000 MT Capacity - Cold Storage
 - B. Cold storage facility including insulated panel structure refrigeration and allied systems including Utility room, miscellaneous items, electrical installation,
 - C. Basic infrastructure facilities - Security room, Sump, Compound wall, Roads, Storm water drain, basic electrical and plumbing, transformer, Generator etc.,
1. Pre-qualification will be conducted through pre-qualification procedures specified in paragraph 27 of Karnataka Transparency in public procurement rules 2000 and is opened to all eligible tenderers. Paragraph 27 States that: The Tender inviting authority shall for reasons to be recorded in writing provide for pre-qualification of tenderers on the basis of:
 - a. Experience and past performance in the execution of similar contracts.
 - b. Capabilities of the tenderer with respect to personnel, equipment and construction or manufacturing facilities,
 - c. Financial status and capacity
 - d. Only the tenders of pre-qualified tenderers shall be considered for evaluation
 2. Interested eligible tenderers may obtain further information from and inspect the tender documents which are available online in the Government of Karnataka e-procurement portal and the tenders are to be submitted online through the e-procurement portal <https://kppp.karnataka.gov.in/> only. Tenders submitted in any other manner will not be accepted. Tenderers are required to obtain Level III digital signature from designated firms

(available on the e-procurement portal) and then register with the Government of Karnataka e-procurement platform and submit tenders by using their ID and digital signature.

3. A Pre-bid meeting will be held as per E- procurement portal in the office of Joint Director of Horticulture, Department of Horticulture, (Vegetable section), Lalbagh, Bangalore – 560 004, Karnataka. To clarify the issues if any, and to answer questions on any matter that may be raised at that stage regarding the tender document. Applications for pre-qualification should be submitted through e-procurement portal only on or before as per E-Procurement portal
4. Tender documents along with the necessary information/documents must be uploaded to the e-procurement portal <https://kppp.karnataka.gov.in/> as per the tender document on or before (as per e-procurement portal) and first folder containing the Techno commercial tender will be opened (as per e-procurement portal) at the stipulated venue, in the presence of the Tenderers or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working date at the same time and venue.
5. The Employer shall not be liable for any delays due to the system failure beyond its control, even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderer's responsibility to verify the e-procurement portal for the latest information related to the tender, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. E-procurement portal help desk telephone numbers are: 080 – 22485867 / 22485927 (Timings 9:00 hours to 21:00hours). The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of tenders, The employer shall not be responsible for non-accessibility of e-procurement portal due to internet connectivity issues and technical glitches

**The Joint Director of Horticulture
(Vegetables Section)
Lalbagh, Bengaluru**

2. GENERAL INSTRUCTIONS TO APPLICANTS (GITA)

1. <u>SCOPE OF WORKS</u>		
Scope of Works	1.1	The Joint Director of Horticulture, Karnataka Horticulture Board, Karnataka invites tenders from eligible Contractors registered with CPWD / KPWD / Railways / MES or any State Government Organizations for “Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District – Karnataka”
Slice and Package	1.2	NA -Deleted
Tender Invitation	1.3	The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka https://kppp.karnataka.gov.in/ from 10.03.2024
Type of Contract	1.4	On the stipulated date of opening of Tenders, initially, only the Technical Bids are opened. The Technical Bids shall be evaluated by the Employer in accordance with the stipulated Qualification and Evaluation criteria as in clause 3. No amendments or changes to the Technical Bids would be permitted after the opening of Technical Bids. Tenderers who are qualified in the Technical Evaluation, their Price Bid shall be opened at a date and time advised by the Employer through e-tendering portal. The Price Bids are evaluated and the Contract is awarded to the Tenderer whose Tender has been determined to be the lowest evaluated substantially responsive tender.
Site Information	1.5	General information on the climate, hydrology, topography, geology, access to site, transportation and communications facilities, medical facilities, project layout, expected construction period, facilities, services provided by the Employer, and other relevant data is attached as an Annex to the PITA.

2. FRAUD AND CORRUPTION

	2.1	The GOK requires that the tenderers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:
		a. will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; and
		b. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

3. ELIGIBILITY OF TENDERERS

Eligible Tenderers	3.1	Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK
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4. QUALIFICATION CRITERIA

General	4.1	Qualified tenders will be based on Applicants meeting all the following minimum pass-fail criteria regarding their general and particular construction experience, financial position, personnel and equipment capabilities, and other relevant information as demonstrated by the Applicant's responses in the Information Forms attached to the Letter of Application. Additional requirements for joint ventures are given in Section 5. The qualifications, capacity, and resources of proposed subcontractors will not be taken into account in assessing those of individual or joint venture Applicants, unless they are named specialist subcontractors pursuant to Sub-Clause 4.4.
Nominated Subcontracting	4.2	If so, listed in the PITA, the Employer intends to execute certain specialized elements of the Works by Nominated Subcontractors in accordance with the GCOC of the tender documents, and for which Provisional Sums will be included in the BOQ for the subject Works.
Subcontracting	4.3	If an Applicant intends to subcontract parts of the Works such that the total of subcontracting is more than the 20-percentage stated in the PITA of the

		Applicant's approximated Tender Price, that intention shall be stated in the Letter of Application, together with a tentative listing of the elements of the Works to be subcontracted.
Specialist Subcontracting	4.4	If an Applicant / tenderer / JV intends to subcontract Electro-mechanical/Cold store works to specialist subcontractors, such elements and the proposed subcontractors shall be clearly identified, and the experience and capacity of the subcontractors shall be scribed in the relevant Information Forms.
Acceptable Substitutes	4.5	With reference to Sub-Clauses 4.3 and 4.4, the Employer may require Applicants to provide more information about their proposals. If any proposed subcontractor is found ineligible or unsuitable to carry out an assigned task, the Employer may request the Applicant to propose an acceptable substitute, and may conditionally Pre-qualify the Applicant accordingly, before issuing an invitation to tender.
Contractor's Responsibility	4.6	After award of contract, the subcontracting of any part of the Works, other than for the provision of labor and materials, or to subcontractors named in the Contract, shall require the prior consent of the Employer. Notwithstanding such consent, the Contractor shall remain responsible for the acts, defaults, and neglects of all subcontractors during contract implementation.
General Construction Experience	4.7	The Applicant shall provide evidence that:
		a. It has been actively engaged in the civil works construction business for at least 5 years immediately prior to the date of submission of applications, in the role of prime contractor, management contractor, partner in a joint venture, or subcontractor and
		b. That the applicant has generated an average annual construction turnover during the above period greater than the Rs.50.00 crores (the average annual turnover is defined as the total of certified payment certificates for works in progress or completed by the firm or firms comprising the Applicant, divided by the number of years)
Particular Construction	4.8	The applicant / tenderer / JV shall provide evidence that:
		a. Satisfactory completed, at least one similar work of Civil works

Experience		value not less than Rs. 7.50 crores as prime contractor
		b. Satisfactory completed, at least one similar work of Cold store works value not less than Rs. 2.50 Crores as prime contractor (or)
		c. Similar works means construction of RCC or Steel Multi-storied buildings minimum G Plus 2 with Plinth area not less than 600 sqm. Similarly for the cold stores the contractor or the partner of JV should have executed cold stores/ CA stores for not less than 500 MT in a single work.
		d. The Applicant / tenderer / JV shall also provide evidence that it has achieved the minimum monthly and/or annual production rates of the key construction activities.
Financial Capabilities	4.9	The Applicant / tenderer / JV shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements for the subject contract(s) in the event of stoppage, start-up, or other delays in payment, of the minimum estimated amount Rs.3.00 Crores, net of the Applicant's commitments for other contracts.
	4.10	In the relevant Information Form, the Applicant shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.
	4.11	The audited balance sheets or other financial statements acceptable to the Employer, for the last five years (unless otherwise stated in the PITA) shall be submitted and must demonstrate the current soundness of the Applicant's financial position and indicate its prospective long-term profitability. If deemed necessary, the Employer shall have the authority to make inquiries with the Applicant's bankers.
Personnel Capabilities	4.12	The Applicant shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed in the PITA, as required during contract implementation. The Applicant shall supply information on a

		prime candidate and on an alternate for each key position, both of whom shall meet the experience requirements specified.												
			Position	Minimum no of personnel	Qualification	Total Works/ Business Experience years)			In similar works (Years)					
Equipment Capabilities	4.13	<p>The Applicant shall own, or have assured access (through hire, lease, purchase agreement, other commercial means, or approved subcontracting) to key items of equipment, in full working order, as listed in the PITA, and must demonstrate that, based on known commitments, they will be available for timely use in the proposed contract. The Applicant may also list alternative types of equipment that it would propose for use on the contract, together with an explanation of the proposal.</p>												
			S. No	Name of Equipment, plant / vehicles	Total requirement for this work	Equipment owned by the Applicant			Equipment leased with the applicant			Equipment to take lease by the applicant		
						Nos	Year of	Present	Nos	Year of	Present	Nos	Year of	Present
				Excavator - 200/300	1									
				RMC Plant with all	1									

			equipment - 30 m ³ /hour										
			Transit Mixer - 6 m ³	2									
			Concrete Pump	1									
			CRAWLER crane- 40 tons	1									
			Hydraulic crane 14 M.T	1									
			Vacuum Dewatering set	1									
			Tipper / Lorry 10 cum	2									
			Water lorry with sprinkler 10 KL	2									
			Concrete Mixer 2 CUM	1									
			Needle Vibrator	4									
			Pump Set with 5 HP	2									
			Welding Transformers	<i>As per work requirement.</i>									
			Drilling machine – Both pedestal	<i>At least 2 each</i>									

			and hand	<i>or as requir ed</i>									
			Steel scaffolding and shuttering material with pipes and plates	<i>As requir ed for install ation</i>									
			Hand Grinder	<i>At least 2 or as requir ed</i>									
			Pipe cutters, Hex -blades etc.	<i>As requir ed for constr uction</i>									
			Contractor's Equipment" means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or	<i>As requir ed for install ation, compl etion and maint enanc e of Facilit</i>									

		for installation, completion and maintenance of Facilities	ies										
Litigation History	4.14	The Applicant shall provide accurate information on the related Application Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the application.											
Slice and Package	4.15	NA – Deleted											
Right to Waive	4.16	The Employer reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of an Applicant to perform the contract.											
Approach and Construction Methods	4.17	The applicant must attach with their application, a note giving a general description on the approach to the construction methods, technologies, quality assurance schemes proposed, deployment schedule of equipment proposed to be used, etc., for ensuring completion of the work as per specifications within the desired time- frame.											
Tender Capacity	4.18	Applicants who meet the minimum qualification criteria will be qualified only if their available tender capacity at the expected time of tendering is more than the total estimated cost of the works. The available tender capacity will be calculated as under:											
		Assessed Available Tender Capacity = (A*N*1.5-B), where											
		A = Maximum value of works executed in any one year during the last five years which will take into account the completed as well as works in progress;											

		B = Value at current price level of the existing commitments and on-going works to be completed during the next 2 years and 6 months (30 Months) (period of completion of works for which tenders are invited); and
		N = Number of years prescribed for completion of the works for which the tenders are invited.
	4.19	Applicants meeting the above criteria, are nevertheless subject to be disqualified if they have:
		a. made misleading or false representation in the form, statements and attachments submitted; and/or
		b. record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
5. <u>JOINT VENTURES</u>		
Eligibility	5.1	If the Applicant comprises a number of firms combining their resources in a joint venture, the legal entity constituting the joint venture and the individual partners in the joint venture shall be registered and shall otherwise meet the requirements of Clause 3 above.
Qualification Criteria	5.2	The joint venture must satisfy collectively the criteria of Clause 4. For this purpose, the following data of each member of the joint venture may be added together to meet the collective qualifying criteria:
		a. average annual turnover (Sub-Clause 4.7 [b]);
		b. particular experience including key production rates (Sub-Clause 4.8);
		c. financial means (Sub-Clause 4.9, 4.10, and 4.11);
		d. personnel capabilities (Sub-Clause 4.12); and
		e. equipment capabilities (Sub-Clause 4.13).
		Each partner must satisfy the following criteria individually:
		a. general construction experience for the period of years stated in Sub-Clause 4.7 (a),
		b. adequate sources to meet financial commitments on other contracts (Sub- Clause 4.10),

		<p>c. financial soundness (Sub-Clause 4.11), and</p> <p>d. litigation history (Sub-Clause 4.14).</p> <p>e. In accordance with the above, the Application shall include all related information required under Clause 4 for individual partners in the joint venture.</p>
Partner in Charge	5.3	<p>Lead Partner in charge: One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the pre-qualification and tendering periods and, in the event of a successful tender, during contract execution. The partner in charge /Lead partner shall have 50% of the qualifying criteria specified for Average annual turnover and Line of credit / liquid assets. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.</p>
Partner Limitation	5.4	<p>The maximum no. of partners shall of 3 nos. One of the partners, who is responsible for performing a key function in contract management or is executing a major component of the proposed contract, shall be nominated as being in charge during the tendering periods and, in the event of a successful tender, during contract execution.</p>
Joint and Several Liability	5.5	<p>All partners of the joint venture shall be legally liable, jointly and severally, during the tendering process and for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under Sub-Clause 2.4 above. To enable the above, each of the partners of the joint venture other than lead partner shall meet not less than 25% of the qualifying criteria specified for Average annual turnover and Line of credit/ liquid assets</p>

Joint Venture Agreement	5.6	A copy of the Joint Venture Agreement (JVA) entered into by the partners shall be submitted with the Application. Pursuant to Sub-Clauses 2.2 to 2.5 above, the JVA shall include among other things: the JV's objectives; the proposed management structure; the contribution of each partner to the joint venture operations; the commitment of the partners to joint and several liability for due performance; recourse/sanctions within the JV in the event of default or withdrawal of any partner; and arrangements for providing the required indemnities
Dissolution of Joint Venture	5.7	<p>The pre-qualification of a joint venture does not necessarily pre-qualify any of its partners to tender individually or as a partner in any other joint venture or association. In case of dissolution of a joint venture prior to the submission of tenders, any of the constituent firms may pre-qualify if they meet all of the pre-qualification requirements, subject to the written approval of the Employer. Individual members of a dissolved joint venture may participate as subcontractor to qualified Applicants, subject to the provisions mentioned below:</p> <ul style="list-style-type: none"> a. Only firms and joint ventures that have been pre-qualified under this procedure may submit a tender. b. A firm shall submit only one tender in the same tendering process, either individually as a Tenderer or as a partner of a joint venture. c. No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process. d. A firm, if acting in the capacity of Subcontractor in any tender, may participate in more than one tender, but only in that capacity. e. A Tenderer who submits, or participates in, more than one tender will cause all the proposals in which the Tenderer has participated to be disqualified.
6. <u>REQUEST FOR CLARIFICATION</u>		
Notification and Response	6.1	Applicants are responsible for requesting any clarification of the Tender documents. A request for clarification shall be made in writing to the Employer's address indicated in the PITA. The Employer will respond to

		any request for clarification that it receives earlier than 14 days prior to the deadline for submission of applications. Copies of the Employer's response, including a description of the inquiry but without identifying its source, will be forwarded to all purchasers of the tender documents.
7. <u>SUBMISSION OF APPLICATIONS</u>		
Delivery	7.1	<p>The Tendering through E-procurement system:</p> <p>The tenderer shall upload their tenders through e-procurement platform. No other modes of submission are permitted. The tendering is through website https://kppp.karnataka.gov.in/ Detailed guidelines for viewing of tenders and submission of online tenders are given in the website. The prospective tenderers can submit their tender online. However, the tenderers are required to have enrolment/registration in the web site and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies as given in the e-procurement portal. The tenderers should register in the web site https://kppp.karnataka.gov.in. After this, the tenderer can log in the site through the secured login. Tenders must be submitted/uploaded no later than on (as per the e-procurement platform) The e-procurement platform will not accept the tenders after the stipulated date and time (as per the clock of the e-procurement platform) .</p>
Late Applications	7.2	Tenders cannot be uploaded by the tenderers after the dead line for submission / uploading of tenders (as per the clock of the e-procurement platform) prescribed by the employer
Lack of Information	7.3	Failure of an Applicant to provide comprehensive and accurate information that is essential for the Employer's evaluation of the Applicant's qualifications, or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Applicant.
Material Changes	7.4	Applicants, and those subsequently pre-qualified or conditionally pre-qualified, shall inform the Employer of any material change in information that might affect their qualification status. Tenderers shall be required to

		update key pre- qualification information at the time of tendering Prior to award of contract, the lowest evaluated tenderer will be required to confirm its continued qualified status in a post-qualification review process.
8. EMPLOYER'S NOTIFICATION AND TENDER PROCESS		
Invitation for Tender	8.1	Within the period stated in the PITA from the date for submission of applications, the Employer will notify all Applicants in writing of the results of their application, and of the names of all pre-qualified and conditionally pre-qualified applicants (see Sub-Clause 8.2 below). At the same time, successful applicants will be invited to submit a tender, in the format of the Invitation for Tenders annexed to the PITA.
Conditional Pre-qualification	8.2	NA- Deleted .
One Tender per Tenderer	8.3	Only firms and joint ventures that have been pre-qualified under this procedure may submit a tender. A firm shall submit only one tender in the same tendering process, either individually as a Tenderer or as a partner of a joint venture . No firm can be a subcontractor while submitting a tender individually or as a partner of a joint venture in the same tendering process. A firm, if acting in the capacity of Sub contractor in any tender, may participate in more than one tender, but only in that capacity. A Tenderer who submits, or participates in, more than one tender will cause all the proposals in which the Tenderer has participated to be disqualified.
Earnest Money Deposit	8.4	Tenderers will be required to provide earnest money deposit in the form and amount indicated in the tender documents. The successful tenderer will be required to provide performance security in the form and amount indicated in the tender documents.
Changes after Pre-qualification	8.5	Any change in the structure or formation of an Applicant after being pre-qualified and invited shall be subject to written approval of the Employer prior to the deadline for submission of bids. Such approval will be denied if as a consequence of any change:

		<ul style="list-style-type: none"> a. an individual firm, or a joint venture as a whole, or any individual member of the JV fails to meet any of the collective or individual qualifying requirements. b. the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or c. in the opinion of the Employer, a substantial reduction in competition may result.
Employer's Rights	8.6	The Employer reserves the right to take the following actions, and shall not be liable for any such actions:
		<ul style="list-style-type: none"> a. amend the scope and cost of any contract to be tendered under this project, in which event tenders will be invited only from those applicants who meet the resulting amended pre-qualification requirements; b. reject or accept any pre-qualification application, and/or any late application; and c. cancel the pre-qualification process and reject all applications.

3. PARTICULAR INSTRUCTIONS TO APPLICANTS (PITA)

The PITA below is formatted for pre-qualification related to either a single (individual) contract or multiple contracts (“slice and package”).

GITA Sub-Clause Reference	These particular instructions and related Information Forms (IF) are intended to complement, amend, or supplement the provisions in the GITA. In the event of conflict or ambiguity, the provisions in the PITA shall prevail over those in the GITA.
1.1	<p><u>Name of Project:</u></p> <p>“Construction of Cold Storage of Capacity 2000 MT at Arakeri Village, Vijayapura Taluk & District – Karnataka under NABARD RIDF 29”</p> <p>PART I: ON ITEM RATE TENDER BASIS</p> <p>A. Construction of 2000 MT Capacity - Cold Storage</p> <p>B. Cold storage facility including insulated panel structure refrigeration and allied systems including Utility room, miscellaneous items, electrical installation,</p> <p>C. Basic infrastructure facilities - Security room, Sump, Compound wall, Roads, Storm water drain, basic electrical and plumbing, transformer, Generator etc.,</p>
1.2	<p><u>The Employer:</u></p> <p>Joint Director of Horticulture (Vegetable Section), Lalbagh, Bengaluru Karnataka - 560 004 Email id : jdhveg@gmail.com</p>
1.3	<p><u>Slice and Package:</u> <i>NO</i></p> <p><u>Concurrent tendering on more than one contract:</u></p>
1.4	<p><u>Tender Invitation</u></p> <p>Date:10.03.2024</p>
4.11	<p><u>Audited Balance Sheets or Financial Statement</u></p> <p>5 Years (Financial year 2018-19 to 2022-2023,) the applicants should furnish balance sheet, Profit and loss statement, IT returns or any other relevant</p>

	document to establish the financial capabilities
5.4	<p><u>Joint Ventures</u></p> <p>Partner Limitation is three. [To enable the JV, the partner in charge /Lead partner shall have 50% of the qualifying criteria specified in sub-clause 4.7(b) and 4.9 of PITA (Part B). All members of the Joint Venture must have experience in execution of similar works stated in 4.8 (a)] of PITA (Part B).</p>
6.1	<p><u>Requests for Clarification:</u></p> <p>Address: Joint Director of Horticulture (Vegetable Section), Lalbagh, Bengaluru Karnataka - 560 004 Email id : jdhveg@gmail.com</p>
7.1	<p><u>Submission of Applications:</u></p> <p>The tenderer shall upload their tender through E-procurement platform. No other modes of submission are permitted. The Tendering is through website https://kppp.karnataka.gov.in/. The detailed guidelines for viewing of tenders and submission of online tenders are given in the website. The prospective tenderers can submit their tenders online. However, the tenderers are required to have enrollment/ registration in the website and should have valid digital signature certificate (DSC). The DSC can be obtained from any authorized certifying agencies as given in the e-procurement portal. The tenderers should register in the website https://kppp.karnataka.gov.in/ . After this, the tenderers can login in the site through the secured login. Tenders must be submitted/ uploaded no later than (As per e-procurement portal). The e-procurement platform will not accept the tenders after the stipulated date and time. As per the clock of the e-procurement platform.</p> <p>Address: Joint Director of Horticulture (Vegetable Section), Lalbagh, Bengaluru Karnataka - 560 004 Email id : jdhveg@gmail.com</p>
8.1	<p><u>Employer's Notification</u></p> <p>Time period from the closing date for submission of application- 45 Days</p>

4. CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

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

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

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

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

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

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

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

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

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

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

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

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

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

A **Variation** is an instruction given by the Employer which varies the Works.

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

2. Interpretation

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

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

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

3. Law governing contract

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

4. Employer's decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

7.1 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 GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

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

10. Employer's and Contractor's risks

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

11. Employer's risks

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

- a.** rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or
- b.** a cause due solely to the design of the Works, other than the Contractor's design; or
- c.** any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
 - Could not have reasonably foreseen; or
 - 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 of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working

day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

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

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

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

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

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

14. Site Investigation Reports:

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

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

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

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary 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 Temporary Works

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

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

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

19. Safety

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

20. Discoveries

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

21. Possession of the Site

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

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:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. TIME CONTROL

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

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

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

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

28. Management meetings

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

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

C. QUALITY CONTROL

29. Identifying defects

29.1 The 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 (BOQ)

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

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

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

- › Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
- › Omit any item of work;
- › Change the character or quality or kind of any item of work;
- › Change the levels, lines, positions and dimensions of any part of the work;
- › Execute additional items of work of any kind necessary for the completion of the works; and
- › Change in any specified sequence, methods or timing of construction of any part of the work.

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

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

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

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

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

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

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

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

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

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously as per Schedule in Annexure- A

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

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

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries (5% additional security deposit) in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of 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

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

- › The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
- › The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- › The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
- › The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- › The effect on the Contractor of any of the Employer's Risks.
- › The Employer unreasonably delays issuing a Certificate of Completion.
- › Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer

and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

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

39. Tax

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

40. Price Adjustment

40.1 Deleted

40.2 Deleted

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate of 0.1% per day for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed 10% of the contract value. 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:

42.1 The Employer shall make 5 % payment to the Contractor against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall

remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

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

42.3 The advance payment shall be recovered at the rate of 7.50 % of the RA bills between the 10 % and 90 % of the contract values. That means the recovery will start after the cumulative RA bill of above 10% of the contract value.

43. Securities:

43.1 The Security deposit of 5% shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

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 and /or Operating and Maintenance Manuals

48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

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

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

- 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;
- the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;
- The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;
- 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;
- the Contractor does not maintain a security which is required;
- 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
- if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

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

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

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

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

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not

completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

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

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a contractor's default.

52. Release from performance

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

F. SPECIAL CONDITIONS OF CONTRACT

53. Labour

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

53.2 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.

54. Compliance with labour regulation

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

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

55. Protection of Environment

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

56. Arbitration (Clause 24)

56.1 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)
- b.** Arbitration proceedings shall be held at Director of Horticulture, Department of Horticulture, Lalbagh, Bangalore – 560 004, 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 the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Annexure:

List of Organizations who are considered as Appointing Authority for Appointment of Arbitrators:

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

5. CONTRACT DATA

The following documents are also part of the contract and clause reference is provided in the list below:

1	The schedule of operating and maintenance manuals	48 of CC
2	The methodology and program of construction	25 of CC
3	Site investigation Reports	14 of CC
4	The schedule of key and critical equipment to be deployed on the work as per agrees program of construction	25 of CC
5	The Employer is The Joint Director of Horticulture <u>Address:</u> Joint Director of Horticulture (Vegetable Section), Lalbagh, Bengaluru Karnataka - 560 004 Email id : jdhveg@gmail.com	1.1 of IIT
6	Name of the Contract: Tender No:..... Dated:	
7	The Site possession date is.....	21 of CC
8	The start Date / Zero date is the date of issue of notice to proceed with the work	1.1 of ITT
9	The defect liability period is 12 months after the commissioning and handing over of the plant.	31 of CC

1. Description of work

In Karnataka, horticulture crops are grown in an area of 23.25 lakh ha with total production of 183.46 lakh MT. However, less than 2% of the total production of fruits and vegetables are being processed into different products. About 25-30% of the produce is lost due to improper post – Harvest management. Post – harvest management of produce is a highly important aspect of farming. Some quantity of produce needs to be stored for further processing or for future table use. The losses that can occur by not storing the produce under proper conditions can be avoided using

a cold storage. It enhances their shelf life and also facilitates continuous supply of produce in the market. The cold storage method stabilized the price of the product, provide equal distribution and marketing of the product.

It is being realized that proper and timely storage of produce is an essential factor in the agriculture industry and due importance is given for the same. Research has suggested that the Indian cold storage industry is making a steady growth and the annual growth rate is estimated to be 25.8 %. Currently there are more than 6000 cold storages in India and they are capable of storing a produce of 30 million tonnes.

On realizing the issues of the inefficient post-harvest management, the Karnataka Horticulture Board proposes to **Construct a Cold Storage of 2000 MT capacity at Arakeri Village, Vijayapura Taluk & District – Karnataka** and the major components of the projects are listed below:

SL.NO	DESCRIPTION
1	Cold Storage -2000 MT - Civil + PEB + Electrical
2	Technician Shed – Quality test lab, Dormitory, Supervisor room, waiting area etc
3	Security room, Sump, compound wall, road
4	Plumping – water supply lines, storm drains, sewer lines etc
5	Electrical - Trans Yard – 160 KVA transformer, 160 KVA DG room, HT line, LT lines, Street lighting etc., complete

2. Mile stones

- a. The Start date shall be the date of issue of notice to proceed with the work.
 - b. The intended completion date for the whole of the works is 12 months for the below projects from the date of handing over of site and execution of the agreement
- Intermediate Milestone for the above listed works will be:

Milestone	Physical works to be completed	Period from the date of issue of notice to proceed with the work.
Mile stone 1	Formation and Foundation works Mobilization, Formation of Layout, Site grading, Excavation, Filling, Foundation up to basement	3 rd month
Milestone 2	Super structure work Concreting of super structure including Completion of all Roof. I. Cold store with PEB roof II. Technician shed III. Others – Security room, EB yard etc	5 th month
Milestone 3	Joinery and Finishing works Internal works such as construction & finishing of PUF walls, partition walls, cup boards, WC fixing, Fixing of Doors, windows, ventilators, finishing of flooring, white washing, colour washing, Emulsion Painting, internal water supply, Internal sanitary and Internal electrical arrangements.	9 th month
Milestone 4	Execution of HVAC Works Manufacturing of Equipments, Pre-dispatch inspection by PMC and Client. Supply and Erection of HVAC Equipment's, Refrigeration system and Miscellaneous plants. Supply and Erection of Pipelines, Control Panels and Cabling and Inspection	10 th month
Milestone 5	Electrical installation Works Manufacturing of Equipment's, Pre-dispatch inspection by PMC and Client.	11 th month

	Supply and Erection of Pipelines, Control Panels and Cabling and Inspection.	
--	--	--

3. Insurance Requirements

Insurance requirements are as under

S.No	Type of Cover	Minimum cover for Insurance
1	Works and of plant and Materials	The sum stated in the agreement plus 20%
2	Loss of damage to equipment	Full replacement cost
3	Loss of damage to property of third party	Full replacement cost
4	Personal injury or death insurance	
	a. For third party	Rs. 20 lakhs to cover 4 persons @ Rs.5 lakhs each
	b. For contractors' employees or labour	In accordance with the statutory requirements applicable to Karnataka

4. Liquidated Damage (Clause 41 of CC)

The liquidated damages for the whole of the works are Rs. 2200.00 Per day and that for the milestones are as under.

S.No	Milestone	LD per day
1	Milestone 1	Rs.2200.00 Per day
2	Milestone 2	Rs.2200.00 Per day
3	Milestone 3	Rs.2200.00 Per day
4	Milestone 4	Rs.2200.00 Per day
5	Milestone 5	Rs.2200.00 Per day
6	Milestone 5	Rs.2200.00 Per day

The maximum amount of liquidated damages for the whole of the works is 10 percent of final contract price.

5. Advance Payments (Clause 44 of CC)

The amount of the advance payment is:

Nature of Advance	Amount (Rs)	Conditions to be fulfilled
Mobilization	5% of the contract price	On submission of un-conditional bank guarantee (to be drawn before end of 20% of contract period)

The advance payment will be paid to the contractor no later than 30 days after fulfilment of the above conditions.

Repayment of advance payment for mobilization – (Clause 42 of CC)

The recovery shall be at the rate of 7.50 % of the RA bills between the 10 % and 90 % of the contract values. That means the recovery will starts after the cumulative RA bill of above 10% of the contract value.

6. As built drawings and Operation & Maintenance manuals (Clause 48 of CC)

The date by which “as-built” drawings in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

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

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals shall be submitted before final payment.

7. Termination

The following events shall also be fundamental breach of the contract. (Clause 49.2)

The contractor has contravened sub clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent. (Clause 50.1)

6. Annexure- A

SCHEDULE OF FOR INTERIM PAYMENTS

PAYMENT FOR CIVIL, ELECTRICAL AND FIRE FIGHTING WORKS

The Running Account bill will be payable by the Owner after submission of Bills accompanied by the relevant documents duly on monthly basis for the completed portion of the works as per the BOQ items and rates. The actual quantity of work executed will be paid as per the quoted rates, all the IT & GST deductions will be made as per the IT and GST rules applicable in force. Security deposit 5% will also be recovered in the running bills as per the relevant clause. The bills will be recorded by the client based in the certificate's payments will be released after the deductions applicable.

PAYMENT SCHEDULE FOR HVAC WORKS

The contract for the HVAC WORK components and the payment shall be made as under. This part does not attract escalations and the cost quoted is final and binding on the contractor. No escalations are payable under this schedule.

Sr.No.	Item of work	Rate per unit (as percentage of total Cost tendered)
1	2	3
1	On approval of drawings	20% of the contract price shall be paid against approval of construction/ fabrication drawings as certified by the consultants and on submission of a bank guarantee for an equal amount valid till issue of the certificate. The entire design shall be done by the contractor.
2	On progress of supply	50% of the contract price shall be paid on pro-rate basis depending on the receipt of goods at site in good condition. Payment will be made based on bills certified by the consultants, provided each bill amount is not less than 5% of the total contract price.
3	On progress of erection	15% of the contract price shall be paid on pro-rata basis, depending on the completion of erection of goods at site. Payment will be made based on bills certified by the

		consultants, provided each bill amount is not less than 5% of the total contract price.
4	On completion of work:	10 % of the contract price shall be paid on satisfactory commissioning of the entire system and on taking over in good condition subject to the clause on Liquidated damages for late delivery, on 'Taking over' of the system by the Purchaser after commissioning.
5	The remaining 5% of the contract price shall be paid	After the Defect Liability period of 12 months, commissioning and guarantee run of all systems.
	<ol style="list-style-type: none"> 1. The plant operation and maintenance cost will be paid as per the quoted rates. 2. All statutory deductions as applicable such as TDS, work contract tax etc. shall be made from each bill before settlement. All payments shall be made in Indian rupees only. 3. Any additional work, plant, machinery or services needed during execution other than those mentioned in BOQ needs to be quoted at the SOR Karnataka state rate of the corresponding financial year at which the tender is called for. 	

LETTER OF APPLICATION

Note: Spaces marked * on this and on subsequent forms are to be completed by the Employer.

[letterhead paper of the Applicant or partner responsible for a joint venture, including full postal address, and telephone, facsimile and telex numbers, and cable address]

Date: _____

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

Name of Project: * _____

- e. Being duly authorized to represent and act on behalf of __ (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby applies for pre-qualification to tender on the contract or contracts indicated below:

****Note:** If pre-qualification refers to only one contract, delete the following paragraph and table, and insert the single contract reference and title.

**** We have indicated (by signature) in column (3) below our preference for individual contract consideration, or for any combination thereof within our pre-qualified capacity as assessed by you.**

Contract reference*(1)	Contract title*(2)	Preferred individual contract(3)
1.		
2.		
3.		
etc.		

[See Annexure for the suggested number of slices]

- f. Attached to this letter are copies of original documents defining²:

- g. the Applicant's legal status;
- h. the principal place of business; and
- i. the place of incorporation (for Applicants that are corporations), or the place of registration and the nationality of the owners (for Applicants that are partnerships or individually owned firms).
- j. With reference to GITA Sub-Clause 4.3, it is our intention to subcontract approximately percentage of the Tender/Contract Price, details of which are provided herein.
- k. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information to provide such information deemed necessary and as requested by yourselves to verify statements and information provided in this application, such as the resources, experience, and competence of the Applicant.
- l. Your Agency and its authorized representatives may contact the following persons for further information³:

General and managerial inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

Personnel inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

Technical inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

Financial inquiries	
Contact 1	Address and communication facilities
Contact 2	Address and communication facilities

- m. This application is made with the full understanding that:
- n. tenders by pre-qualified Applicants will be subject to verification of all information submitted for pre-qualification at the time of submission of tenders;
- o. your Agency reserves the right to:
- p. amend the scope and value of any contracts to be tendered under this project; in whichever event, tenders will be invited only from those Applicants who meet the resulting amended pre-qualification requirements; and
- q. reject or accept any application, cancel the pre-qualification process, and reject all applications.
- r. your Agency shall not be liable for any such actions under 6(b) above.

7⁴. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, in the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the <each> contract, and the responsibilities for execution of the <each> contract.

- 8. We confirm that if we tender, that tender, as well as any resulting contract, will be:
 - (a) signed so as to legally bind all partners, jointly and severally; and
 - (b) submitted with a joint venture agreement providing the joint and several liability of all partners in the event the contract is awarded to us.
- 9. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed Name	Signed Name
For and on behalf of (name of Applicant or partner in charge of a joint venture)	For and on behalf of (name of partner)

Signed Name	Signed Name
----------------	----------------

For and on behalf of (name of partner)	For and on behalf of (name of partner)
Signed Name	Signed Name
For and on behalf of (name of partner)	For and on behalf of (name of partner)

- ² For applications by joint ventures, all the information requested in the pre-qualification documents is to be provided for the joint venture, if it already exists, and for each party to the joint venture separately. The partner in charge should be clearly identified. Each partner in the joint venture shall sign the letter.
- ³ Applications by joint ventures should provide on a separate sheet equivalent information for each party to the application.
- ⁴ The attention of Applicants is drawn to GITA sub-clause 5.6 regarding Letters of Intent.

INFORMATION FORMS

Supplementary information may be provided by Applicants as deemed necessary.

These basic Information Forms should be finalized by the Employer with appropriate minor changes to suit the particular pre-qualification requirements of the specific contract or contracts.

General Information

All individual firms and each partner of a joint venture applying for pre-qualification are requested to complete the information in this form. Nationality information should be provided for all owners or Applicants that are partnerships or individually owned firms.

Where the Applicant proposes to use named subcontractor (for more than 10% of contract value) as also for highly specialized components of the Works (reference Sub-Clause 4.3, 4.4 of the GITA), the following information should also be supplied for the subcontractor(s), together with the information in Forms 2, 3, 3A, 4, 5, and 7.

1.	Name of firm	
2.	Head office address	
3.	Telephone	Contact
4.	Fax	Telex
5.	Place of incorporation / registration	Year of incorporation / registration

Nationality of owners ¹		
	Name	Nationality
1.		
2.		
3.		
4.		
5.		

1. To be completed by all owners of partnerships or individually owned firms.

APPLICATION FORM (1A)

Structure and Organization

1. The applicant is

- a) An Individual
 - b) A proprietary firm
 - c) a firm in partnership
 - d) a Limited Company or Corporation
 - e) a group of firms/joint venture
- (if yes, give completion information in respect of each partner)

2. Attach the organization Chart showing the structure of the organization, including the names of the directors and position of officers.

3. Number of years of experience:

- (a) as a Prime Contractor (contractor shouldering major responsibility)
- (b) as a Management Contractor
- (c) in a Joint Venture
- (d) as sub-contractor (specify main contractor)

4. For how many years has your organization been in business of similar work under its present name? What were your fields when your organization was Established? Whether any new fields were added in Your organization? And if so, when?

5. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the name of project and give reasons therefor.

6. Have you ever left the work awarded to you incomplete? (If so, give name of project and reasons for not completing work.)

7. In which fields of civil engineering construction do you claim specialization and interest?
8. Give details of your experience in mechanized cement concrete lining and in modern concrete technology for manufacture and quality control@.
9. Give details of your experience in using heavy earthmoving equipment and quality control in compaction of soils@.
10. Give details of your soil and material testing laboratory, if any@.
11. Give details of your experience in mechanized granular pavement construction@.
12. Give details of your experience in Laying of Prime coat along with spreading of dry stone chipping@.
13. Give details of your experience in construction of asphaltic Overlays@.
14. Give details of your experience in construction of Bridge Works in Reinforced Cement Concrete@.
15. Give details of your experience in construction of Bridge Works in plain Cement Concrete@.
16. Give details of your experience in construction of bridge Works in Well Foundations of a depth not less than 12 metres@.

@ *Modify there as appropriate for the works for which pre-qualification applications are invited.*

General Construction Experience Record

(ref. GITA Sub-Clause 4.7)

Name of Applicant or partner of a joint venture _____

All individual firms and all partners of a joint venture are requested to complete the information in this form with regard to the management of Works contracts generally. The information supplied should be the annual turnover of the Applicant (or each member of a joint venture), in terms of the amounts billed to clients (in Rs. Lakhs) for each year for work in progress or completed. The annual periods should be the completed financial years.

A brief note on each contract should be appended, describing the nature of the work, duration and amount of contract, managerial arrangements, Employer, and other relevant details.

Use a separate sheet for each partner of a joint venture.

Applicants should not enclose testimonials, certificates, and publicity material with their applications; they will not be taken into account in the evaluation of qualifications.

Year*	Turnover (Rs. Lakhs)
1.	
2.	
3.	
4.	
5.	

Joint Venture Summary

Names of all partners of a joint venture
1. Partner in charge
2. Partner
3. Partner
4. Partner
5. Partner
6. etc.

Total value of annual construction turnover, in terms of work billed to clients, in Rs. Lakhs

Annual turnover data (construction only in Rs. Lakhs)						
Partner	Form 2 page no.	Year 1	Year 2	Year 3	Year 4	Year 5
1. Partner in charge						
2. Partner						
3. Partner						
Totals						

Name and address of Bankers to the Joint Venture:

Details regarding financial responsibility and participation (percentage share in the total) of each firm in the Joint Venture. Attach a Memorandum of Understanding for the Proposed Agreement of Joint Venture which should laydown responsibility regarding work and financial arrangements in respect of each of the firms in the Joint Venture (Refer Clause 5.00).

**DETAILS OF PARTICIPATION IN THE JOINT
VENTURE**

**(Indicate responsibility and extent of participation in respect of finance planning,
construction equipment, key personnel and execution of the work of the partner in
charge of the joint venture and of each of the joint venture partners)**

PARTICIPATION DETAILS	FIRM A [Partner-in-Charge]	FIRM B	FIRM C
Financial			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each)			

Particular Construction Experience Record

(ref. GITA Sub-Clause 4.8)

Name of partner of a Joint Venture

To pre-qualify, the Applicant shall be required to pass the specified requirements applicable to this form, as set out in the PITA.

On separate pages, using the format of Form (3A), the Applicant is requested to list contracts of a similar nature, complexity, and requiring similar construction technology to the contract or contracts for which the Applicant wishes to qualify, and which the Applicant has undertaken during the period, and of the number, stated in 4.8 of the PITA. Each partner of a joint venture should provide details of similar contracts on which they have experienced. The contract value should be based on the payment, at the date of substantial completion, or for ongoing contracts at the time of award. The information is to be summarized, using Form (3A), for each contract completed or under execution, by the Applicant or by each partner of a joint venture.

Where the Applicant proposes to use named subcontractors for highly specialized elements of the Works (reference Sub-Clause 4.4 of the GITA), the information in the following forms should also be supplied for each subcontractor (or alternate, if any).

Details of Contracts of Similar Nature and Complexity

Name of partner of a Joint Venture

Use a separate sheet for each contract.

1.	Number of contract	
	Name of contract	
	Country	
2.	Name of Employer	
3.	Employer address	
4.	Nature of works and special features relevant to the contract for which the Applicant wishes to prequalify	
5.	Contract role (check one) <input type="checkbox"/> Prime contractor <input type="checkbox"/> Management contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner in a joint venture	
6.	Amount of the total contract/subcontract/partner share (at completion, or at date of award for current contracts) Rs.	
7.	Total contract: Rs. Lakhs____; Subcontract: Rs. Lakhs____; Partner share: Rs. Lakhs____	
8.	Date of award/completion	
9.	Contract was completed____months ahead/behind original schedule (if behind, provide explanation).	
10.	Contract was completed Rs. Lakhs under/over original contract amount (if over, provide explanation).	
11.	Special contractual/constructional requirements, including monthly/annual production rates of the key construction activities described in PITA 4.8	
12.	Indicate the approximate percent of total contract value of work undertaken by subcontract, if any, and the nature of such work.	

* *Attach specific formats for the information required.*

Details of Production Levels in Key Construction Activities

(Sl. No. 11 of Information Form 3A)

	Name of Contract	Employer Contact Address, Agreement No. and Date	Value (Rs. Lakhs)	Year ⁵	Quantities Executed			
1								
2.								
3.								

Summary Sheet: Current Contract Commitments / Works in Progress

Name of partner of a Joint Venture

Each partner to an application should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Name of contract	Employer, contact address/ tel/fax	Value of outstanding work (Rs. Lakhs)	Estimated completion date	Average monthly invoicing over last six months (Rs. Lakhs)
1.				
2.				
3.				
4.				
5.				
etc.				

In accordance with GITA Sub-Clause 4.10, the Applicant shall provide evidence (in a similar manner to the requirements of Sub-Clause 4.9) to substantiate the adequacy of the sources of finance to meet the Applicant's cash flow requirements on the above contracts.

INFORMATION FORM (4A)

**FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
OVERDRAFT/CREDIT FACILITIES**

BANK CERTIFICATE

This is to certify that M/s _____ is a reputed company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract.

--sd--

Name of the bank

Senior Bank manager

Address of the bank

Note: this certificate has to be obtained from the banker and uploaded on the e-procurement portal.

Financial Capabilities

Name of partner of a Joint Venture

Each partner of a joint venture, shall provide financial information to demonstrate that they meet the requirements stated in the GITA. Each applicant or partner of a joint venture shall complete this form. If necessary, separate sheets shall be used to provide complete banker information. A copy of the audited balance sheets shall be attached.

Autonomous construction subdivisions of parent conglomerate businesses shall submit financial information related only to the particular activities of the subdivision.

Banker	Name of banker	
	Address of banker	
	Telephone	Contact name and title
	Fax	Telex

Summarize actual assets and liabilities in Rs. Lakhs for the previous five calendar years, or such period as stated in PITA 4.11. Based upon known commitments, summarize projected assets and liabilities in Rs. Lakhs for the next two calendar years, unless the withholding of such information by stock market listed public companies can be substantiated by the Applicant.

Financial information in Rs. Lakhs	Actual: Previous five years					Projected: Next two years	
	5.	4.	3.	2.	1. 0	1	2
1. Total assets							
2. Current assets							
3. Total liabilities							
4. Current liabilities							
5. Profits before taxes							
6. Profits after taxes							

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in GITA 4.9.

Source of financing	Amount (Rs. Lakhs)
1.	
2.	
3.	
4.	

Attach audited financial statements—including, as a minimum, profit and loss account, balance sheet, and explanatory notes—for the period stated in PITA 4.11 (for each partner of a joint venture).

Personnel Capabilities

Name of Applicant

For specific positions **essential** to contract management and implementation, Applicants should provide the names of at least two candidates qualified to meet the specified requirements stated for each position. The data on their experience should be supplied on separate sheets using one Form (6A) for each candidate.

Applicants may propose alternative management and implementation arrangements requiring different key personnel, whose experience records should be provided.

1.	Title of position*
	Name of prime candidate
	Name of alternate candidate
2.	Title of position*
	Name of prime candidate
	Name of alternate candidate
3.	Title of position*
	Name of prime candidate
	Name of alternate candidate
4.	Title of position*
	Name of prime candidate
	Name of alternate candidate

**As listed in PITA 4.12.*

Candidate Summary

Name of Applicant

Position		Candidate <input type="checkbox"/> Prime <input type="checkbox"/> Alternate	
Candidate information	Name of candidate	Date of birth	
	Professional qualifications		
Present employment	Name of employer		
	Address of employer		
	Telephone	Contact (manager / personnel officer)	
	Fax	Telex	
	Job title of candidate	Years with present employer	

Summarize professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

Equipment Capabilities

(ref. GITA Sub-Clause 4.13)

Name of Applicant

The Applicant shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for each and all items of equipment listed in the PITA 4.13. A separate Form (7) shall be prepared for each item of equipment listed in the PITA, or for alternative equipment proposed by the Applicant.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Applicant or partner.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

(ref. GITA Sub-Clause 4.14)

Name of partner of a Joint Venture

[illegible]